



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JUNE 4, 2015 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Williams**
- 3. Service Recognitions**
 - **Stephen C. Scheffer, Wastewater Treatment** **20 Years**
 - **Patrick T. Jacobs, Police Department** **25 Years**

4. Citizens Comments

CONSENT AGENDA

5. Statutory Consent Agenda

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

- 5-a. Minutes from the May 7, 2015 Regular City Council Meeting and the May 12, 2015 Special City Council Meeting** **Pages 1-14**

WORK SESSION

- 6. Presentation of the Second Quarter Report by the Washington County Convention and Visitors Bureau** **Pages 15-16**
- 7. Presentation of the 2014 Municipal Court Statistics** **Pages 17-18**

REGULAR AGENDA

- 8. Discuss and Possibly Act Upon the Election by Council of Mayor Pro Tem Page 19**
- 9. Discuss and Possibly Act Upon a Waste Disposal Agreement between Clean Harbors Environmental Services, Inc. and the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation Pages 20-26**
- 10. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Ordinance No. O-15-008 Relating to the Designation of Approximately 31.2869, 2.099, and 0.7201 Acres in the Phillip Coe Survey as Reinvestment Zone Number Forty for Commercial Tax Phase-In Incentive as Provided in Chapter 312 of the Texas Tax Code Pages 27-30**
- 11. Discuss and Possibly Act Upon Resolution No. R-15-016 to Repeal Resolution No. R-15-010 Relating to the Adoption of a Commercial Tax Phase-In Agreement with Valmont Coatings, Inc. Pages 31-32**
- 12. Discuss and Possibly Act Upon a Request for a Noise Variance in Connection with the 2015 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held from 4:00 P.M. to 11:00 P.M. on July 11, 18 and 25, 2015 and Authorize the Mayor to Execute Any Necessary Documentation Pages 33-34**
- 13. Discuss and Possibly Act Upon Resolution No. R-15-017 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2015 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held on July 11, 18 and 25, 2015 Pages 35-47**
- 14. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County to Share Costs Related to the Everbridge Mass Notification Software and Authorize the Mayor to Execute Any Necessary Documentation Pages 48-54**

EXECUTIVE SESSION

- 15. Section 551.072 - Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Potential Sale of Approximately 0.022 Acres of Land Along Martin Luther King, Jr. Parkway Page 55**

RE-OPEN REGULAR AGENDA

16. Discuss and Possibly Act Upon Potential Sale of Approximately 0.022 Acres of Land Along Martin Luther King, Jr. Parkway **Page 56**

17. Administrative/Elected Officials Report

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.

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 Negotiation

CERTIFICATION

I certify that a copy of the June 4, 2015 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on June 1, 2015 at **9:50 AM.**

Jeana Bellinger, TRMC
City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2015 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on May 7, 2015 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager Terry Roberts, Assistant City Manager Kyle Dannhaus, City Attorney Cary Bovey, City Engineer Grant Lischka, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager-Chief Financial Officer Carolyn Miller, Susan Nienstedt, Director of Community Services Wende Ragonis, Jennifer Eckermann, Assistant City Manager of General Government Rex Phelps, Interim Police Chief Dant Lange, Todd Jacobs, Chris Jackson, Billy Rich, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Manager Erik Smith, Angela Hahn, Judson Hall, Carrie Derkowski, Lloyd Powell, Justin Schiller, Tommy Kurie and Pam Ruemke

Citizens present:

Randy Wells, J.D. Young, Cynthia Hamrick, Rick Perkins, A.J. Smith, Judy Hyman, Lu Hollander, Jenny Mills, Bonnie Brinkmeyer, Courtney Mason, Lloyd Powell, Sharon Brass, Melinda Faubion and Elizabeth Price

Media Present:

Arthur Hahn, Brenham Banner Press; and Mary-Janet Reyes, KWHI

1. **Call Meeting to Order**
2. **Invocation and Pledges to the US and Texas Flags – City Manager Terry Roberts**
3. **Service Recognitions**
 - Tommy Kurie, Police Department 25 Years
 - Judson Hall, Police Department 30 Years
4. **Proclamations**
 - National Historical Preservation Month
 - National Travel and Tourism Week
5. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

6. **Statutory Consent Agenda**
 - 6-a. **Ordinance No. O-15-012 on Its Second Reading for the Placement of a Stop Sign on Becker Drive at its Intersection with South Market Street**
 - 6-b. **Ordinance No. O-15-013 on Its Second Reading for the Placement of a Stop Sign on S. Chappell Hill Street at its Intersection with U. S. Highway 290 East**
 - 6-c. **Ordinance No. O-15-014 on Its Second Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Collection Station Rates and Authorize the Mayor to Execute Any Necessary Documentation**
 - 6-d. **Ordinance No. O-15-015 on Its Second Reading Authorizing a Variance to Building Setback Requirements as Outlined in Section 23-22(1) of the City of Brenham’s Code of Ordinances, for the Old Mill Creek Subdivision Sections 1 and 2**
 - 6-e. **Ordinance No. O-15-016 on Its Second Reading Authorizing a Variance to Rural Lot Size Requirements, as Outlined in Section 23-21(3)(b) of the City of Brenham’s Code of Ordinances, for the Strangmeier Subdivision Section Two**

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve the Statutory Consent Agenda Item 6-a., 6-b., 6-c., 6-d., and 6-e. as presented.

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

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

WORK SESSION

7. Presentation and Discussion Regarding Wayfinding Signage

Director of Community Services Wende Ragonis presented this item. Ragonis explained the design phase of the wayfinding signage program is nearing completion, and staff has asked the vendor, fd2s, to present to Council the progress of the project to date. Ragonis reminded Council that during the December 18, 2014 Council meeting, staff along with Main Street committee member, Melinda Faubion, discussed the importance of a well designed and implemented wayfinding program. Ragonis advised that since December, the Main Street wayfinding sub-committee has worked closely with fd2s to identify design concepts, color palettes, informational hierarchy for signage and placement for both vehicular and pedestrian signs. Ragonis noted the wayfinding sub-committee along with fd2s hosted a well-attended public feedback forum on February 10, 2015 to assess the community needs and to gather feedback for the program. Ragonis informed Council that based on the information gathered at the public forum, from the wayfinding sub-committee, and the Main Street Advisory Board, fd2s has designed a comprehensive wayfinding program for the City of Brenham.

Curtis Roberts and Steven Stamper of fd2s gave the Council a brief presentation. They highlighted the importance of the signs and gave examples of how the signs would look. Mayor Tate asked if the placement of the signs could be done in phases. Mr. Roberts stated that it could be.

8. Presentation and Discussion Regarding the Status of a Lease Agreement Between the City of Brenham and Faith Mission and Help Center, Inc.

Director of Public Works Dane Rau presented this item. Rau advised in 2007 the City of Brenham and Faith Mission entered into a lease agreement for the use of the old “Wood Working Mill” building located on Key and Second St. Rau explained that the agreement allowed Faith Mission the opportunity to store items in the building that would be used in emergencies, to supply the homeless, or for the indigent population in Brenham. Rau explained it also was intended to store items for refurbishing and the resale of goods to benefit Faith Mission. Rau stated that Faith Mission pays the City \$1 per year for the use of the building.

Rau advised the Council that over the years the building has begun to be an eyesore for the community. Rau stated it is in desperate need of repair and has significant roof issues that no longer allow items in the building to remain clean. Rau stated that over the years no improvements have been made to the building that the City is aware of other than minor roof work that was conducted by city staff.

Rau explained the building currently is stacked full of possible resale items and indigent care items that cannot be stored at other Faith Mission sites. Rau noted even though these items are rotated out throughout the year, staff feels that this building creates a nuisance to the neighborhood and supplies a home to many rodents and pests. Rau also advised that with the broken windows and dilapidated siding it also allows a place for squatters to take refuge and encourages a bad place for unattended activity in our community. Rau noted the main doors are locked at all times, but due to the integrity of the building it is hard to keep rodents, pests, and unwanted visitors from the inside of the building.

Rau stated that staff is appreciative of the service that Faith Mission provides, but feels that the City may need to opt out of this lease agreement and provide Faith Mission with its 180 day notice to terminate the agreement. Rau advised staff has spoken with Faith Mission staff and this building does supply a great need for their continued service that they offer to our community. Rau noted that Faith Mission would like to have a discussion with council and staff before the lease is terminated.

Randy Wells with the Faith Mission thanked the City Council for use of the building and stated that Faith Mission is willing to do whatever needs to be done to repair the building in order to maintain its use.

Councilmember Herring stated that he would like for the Facilities Sub-Committee of Council to continue to meet with Faith Mission and update the lease as needed to cover costs of repairs.

Councilmember Goss inquired about Faith Mission's new building on Market Street and questioned why they cannot use that building for storage. Mr. Wells explained that the facility on Market Street is currently leased to tenants and when they move it will need to be renovated in order to meet Faith Mission's needs.

Mayor Tate asked that the Facilities Sub-Committee look into this situation and then to bring the item back to Council with a recommendation on what to do.

PUBLIC HEARING

9. Public Hearing to Consider Amendment of the City of Brenham’s “Envision 2020” Comprehensive Plan Future Land Use Map to Change the Zoning District From a Single-Family District to a Commercial/Retail District for a Tract of Land Described as Section 1, Lot 1, Old Mill Creek Subdivision, Being a Corner Lot at the Intersection of Old Mill Creek Road and U. S. Highway 290 West in Brenham, Washington County, Texas

Development Services Manager Erik Smith presented this item. Smith advised this is a request for an amendment to the City’s “Envision 20/20” Comprehensive Plan. Smith stated the specific parcel is a tract of land located at the corner of Old Mill Creek Road and U. S. Highway 290 West. Smith explained the current zoning district designated by the Comprehensive Plan is Single Family; however, staff recommends that district be amended to designate the zoning for this parcel as Commercial/Retail.

10. Public Hearing to Consider Amendment of the City of Brenham’s “Envision 2020” Comprehensive Plan Future Land Use Map to Change the Zoning District From Single-Family District to a Commercial/Retail District for a Tract of Land Described as Section 2, Lots 1-4, Old Mill Creek Subdivision, Being 4 Lots Located at the Corner of Old Mill Creek Road and S. Saeger Street in Brenham, Washington County, Texas

Development Services Manager Erik Smith presented this item. Smith explained this is a request for an amendment to the City’s “Envision 20/20” Comprehensive Plan. Smith stated the specific parcel is a tract of land located at the corner of Old Mill Creek Road and S. Saeger St. Smith explained that the current zoning district designated by the Comprehensive Plan is Single Family; however, staff recommend that district be amended to designate the zoning for this parcel as Commercial/Retail. Smith clarified that the change to a commercial/retail district does include apartments and townhomes, but would not allow for manufactured homes.

11. Public Hearing to Consider an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning District from a Residential Single Family (R-1) District to a Local Business/Residential Mixed Use (B-1) District on a Tract of Land Described as Section 1, Lot 1, Old Mill Creek Subdivision, Being a Corner Lot at the Intersection of Old Mill Creek Road and U. S. Highway 290 West in Brenham, Washington County, Texas

Development Services Manager Erik Smith presented this item. Smith advised this is a request by the City to rezone a tract of land located at the corner of Old Mill Creek Road and U. S. Highway 290 West from an R-1 District to a B-1 District for the purpose of potentially developing the site.

Smith explained that the corner of this property abuts Highway 290 and Old Mill Creek Road, which is a minor collector street. Smith stated from a transportation standpoint an intersection with these designations would allow for a parcel that would easily accommodate a commercial use.

A resident that lives at 304 South Dixie Street addressed the Council. He stated that his concerns are what type of businesses could potentially move to that location and he does not want to see South Dixie Street opened as a major thoroughfare. Smith advised that South Dixie Street is currently proposed to stay as a cul-de-sac. City Attorney Cary Bovey stated that any business-type restrictions that the Council would like to place on the property would have to be specified in the deed when the City sells the property.

12. Public Hearing to Consider an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning District from a Residential Single Family (R-1) District to a Local Business/Residential Mixed Use (B-1) District on a Tract of Land Described as Section 2, Lots 1-4, Old Mill Creek Subdivision, Being 4 Lots Located at the Corner of Old Mill Creek Road and S. Saeger Street in Brenham, Washington County, Texas

Development Services Manager Erik Smith presented this item. Smith advised this is a request by the City to rezone a tract of land located at the corner of Old Mill Creek Road and S. Saeger St. from an R-1 District to a B-1 District for the purpose of potentially developing the site as commercial. Smith noted the corner of this property abuts Old Mill Creek which is designated as a minor collector and S. Saeger St. which is designated as a major collector. Smith explained from a transportation standpoint an intersection with these designations would allow for a parcel that would easily accommodate a commercial use.

REGULAR AGENDA

13. Discuss and Possibly Act Upon Resolution No. R-15-012 Providing for an Amendment to the City of Brenham's "Envision 2020" Comprehensive Plan's Future Land Use Map to Change the Zoning District From a Single-Family District to a Commercial/Retail District for a Tract of Land Described as Section 1, Lot 1, Old Mill Creek Subdivision, Being a Corner Lot at the Intersection of Old Mill Creek Road and U. S. Highway 290 West in Brenham, Washington County, Texas

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve Resolution No. R-15-012 providing for an amendment to the City of Brenham's "Envision 2020" Comprehensive Plan's Future Land Use Map to change the zoning district from a single-family district to a commercial/retail district for a tract of land described as Section 1, Lot 1, Old Mill Creek Subdivision, being a corner lot at the intersection of Old Mill Creek Road and U. S. Highway 290 West in Brenham, Washington County, Texas

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

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

14. Discuss and Possibly Act Upon Resolution No. R-15-013 Providing for an Amendment of the City of Brenham’s “Envision 2020” Comprehensive Plan’s Future Land Use Map to Change the Zoning District From Single-Family District to a Commercial/Retail District for a Tract of Land Described as Section 2, Lots 1-4, Old Mill Creek Subdivision, Being 4 Lots Located at the Corner of Old Mill Creek Road and S. Saeger Street in Brenham, Washington County, Texas

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve Resolution No. R-15-013 providing for an amendment of the City of Brenham’s “Envision 2020” Comprehensive Plan’s Future Land Use Map to change the zoning district from single-family district to a commercial/retail district for a tract of land described as Section 2, Lots 1-4, Old Mill Creek Subdivision, being 4 lots located at the corner of Old Mill Creek Road and S. Saeger Street in Brenham, Washington County, Texas

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

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

15. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District from a Residential Single Family (R-1) District to a Local Business/Residential Mixed Use (B-1) District on a Tract of Land Described as Section 1, Lot 1, Old Mill Creek Subdivision, Being a Corner Lot at the Intersection of Old Mill Creek Road and U. S. Highway 290 West in Brenham, Washington County, Texas

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve an ordinance on its first reading amending the official zoning map of the City of Brenham, to change the zoning district from a residential single family (R-1) district to a local business/residential mixed use (B-1) district on a tract of land described as Section 1, Lot 1, Old Mill Creek Subdivision, being a corner lot at the intersection of Old Mill Creek Road and U. S. Highway 290 West in Brenham, Washington County, Texas.

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

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

16. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District from a Residential Single Family (R-1) District to a Local Business/Residential Mixed Use (B-1) District on a Tract of Land Described as Section 2, Lots 1-4, Old Mill Creek Subdivision, Being 4 Lots Located at the Corner of Old Mill Creek Road and S. Saeger Street in Brenham, Washington County, Texas

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve an ordinance on its first reading amending the official zoning map of the City of Brenham, to change the zoning district from a residential single family (R-1) district to a local business/residential mixed use (B-1) district on a tract of land described as Section 2, Lots 1-4, Old Mill Creek Subdivision, being 4 lots located at the corner of Old Mill Creek Road and S. Saeger Street in Brenham, Washington County, Texas.

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

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

17. Discuss and Possibly Act Upon a Request for a Noise Variance from Washington County Historical Juneteenth Association to Celebrate Emancipation Day to be Held on June 19, 2015 from 7:00 p.m. - 11:00 p.m. and June 20, 2015 from 12:00 p.m. – 4:00 p.m. at Fireman’s Park and Authorize the Mayor to Execute Any Necessary Documentation

Deputy City Secretary Kacey Weiss presented this item. Weiss advised that Darron Smith from Washington County Historical Juneteenth Association has requested a noise variance to hold a two-day event to celebrate Emancipation Day on June 19, 2015 from 7:00 p.m. – 11:00 p.m. and June 20, 2015 from 12:00 p.m. – 4:00 p.m. at Fireman’s Park. Weiss noted they will have one band, one Dj and will be using sound amplification equipment. Weiss stated both the Police Department and the Fire Department have approved the noise variance request.

A motion was made by Councilmember Williams and seconded by Councilmember Herring to approve a request for a noise variance from Washington County Historical Juneteenth Association to celebrate Emancipation Day to be held on June 19, 2015 from 7:00 p.m. – 11:00 p.m. and June 20, 2015 from 12:00 p.m. – 4:00 p.m. at Fireman’s Park and authorize the Mayor to execute any necessary documentation.

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

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

18. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to General Site Services (GSS) to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits

Deputy City Secretary Kacey Weiss presented this item. Weiss advised Council that on May 1, 2015 the city received a letter from General Site Services (GSS) requesting to do business within the City of Brenham. Weiss stated that GSS has never had a sanitation franchise in Brenham.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve an ordinance on its first reading to grant a non-exclusive franchise to General Site Services (GSS) to operate a roll-off container service for residents, businesses, and industries inside Brenham city limits

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

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

19. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Sales tax is up and is higher at this point than it was last year at this time
- Chappell Hill Street is open to traffic
- Contracts for the library and animal shelter have been signed by the Mayor
- Two members of the Brenham Fire Department are in Pueblo, Colorado for special training with BNSF Railway
- A copy of the City's annual report is placed around the dais
- Municipal Court will close at Noon on May 8th to prepare the lobby as a polling place for the May 9th election
- Election returns will be canvassed on May 12th at 7:30 a.m. during a Special Council meeting

Director of Public Works Dane Rau reported the following:

- City crews are continuing to pick up brush from the recent storms

Assistant City Manager of General Government Rex Phelps reported on the following:

- There will be a carnival at the dog park this weekend
- There have been some citizens concerned about activities on Jackson and Mansfield Streets; the Police Department is checking on the situation

Director of Community Services Wende Ragonis reported the following:

- The Blue Bell Aquatic Center trained 564 area second graders on water safety
- The library staff will be hosting a resume tips workshop beginning in June

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on May 12 beginning at 7:30 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

Councilmember Weldon Williams, Jr.

Others present:

City Manager Terry Roberts, Assistant City Manager Kyle Dannhaus, Assistant City Manager of General Government Rex Phelps, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager-Chief Financial Officer Carolyn Miller and Paula Shields

Citizens present:

None

Media Present:

None

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Y. Tate, Jr.**

3. Discuss and Possibly Act Upon Resolution No. R-15-014 Canvassing the Returns and Declaring the Results of the General Election Held on May 9, 2015 for the Purpose of Electing One Mayor; One Council Member for Place 2 – Ward 2; and One Council Member for Place 4 – Ward 4 to the City Council of the City of Brenham, Texas Each for a Four Year Term

City Secretary Jeana Bellinger presented this item. Bellinger advised that in accordance with Section 67 of the Texas Election Code, the Council is required to act on a Resolution canvassing the returns from the May 9, 2015 General Election.

A motion was made by Councilmember Barnes-Tilley and seconded by Mayor Pro Tem Nix to approve Resolution No. R-15-014 canvassing the returns and declaring the results of the General Election held on May 9, 2015 for the purpose of electing one Mayor; one Council Member for Place 2 – Ward 2; and one Council Member for Place 4 – Ward 4 to the City Council of the City of Brenham, Texas each for a four year term.

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

4. Discuss and Possibly Act Upon Resolution No. R-15-015 Canvassing the Returns and Declaring the Results for the Special Election Held on May 9, 2015 at Which Were Submitted Twenty-Three Proposed Amendments to the City of Brenham’s Home Rule Charter

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve Resolution No. R-15-015 canvassing the returns and declaring the results of the Special Election held on May 9, 2015 at which were submitted twenty-three proposed amendments to the City of Brenham’s Home Rule Charter.

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

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 6

DATE OF MEETING: June 4, 2015	DATE SUBMITTED: May 28, 2015	
DEPT. OF ORIGIN: Convention and Visitors Bureau	SUBMITTED BY: Lu Hollander	
MEETING TYPE: CLASSIFICATION: ORDINANCE:		
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Presentation of the Second Quarter Report by the Washington County Convention and Visitors Bureau		
<p>SUMMARY STATEMENT: In an effort to be more cost efficient, a copy of the Washington County Convention and Visitors Bureau Second Quarter Report is not included in the agenda packet. However, a compact disc of this report will be distributed to Mayor and City Council Members.</p> <p>A complete copy of the Washington County Convention and Visitors Bureau Second Quarter Report is on file for review in the City Secretary's Office. A copy can also be downloaded from the Washington County Chamber of Commerce website at www.brenhamtexas.com.</p> <p>If you are interested in obtaining a hard copy, please call the City Secretary at 979-337-7567</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) 2 nd Quarter Report – Convention and Visitors Bureau		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Discussion only.		
APPROVALS: Terry K. Roberts		

WCCC Convention & Visitors Bureau

Second Quarter Report: Jan-Mar 2015

JANUARY

MAJOR TOURISM EVENTS:

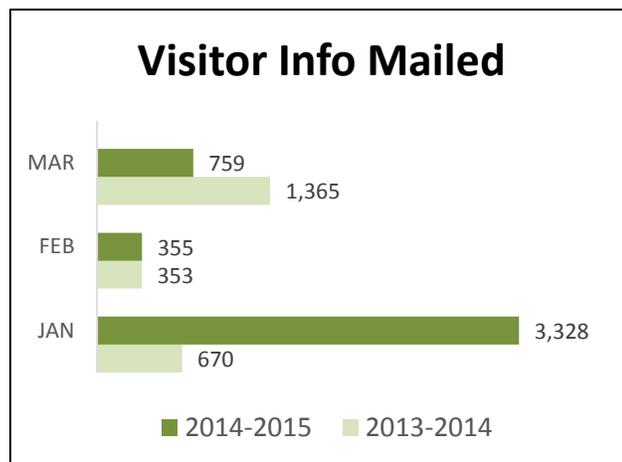
- **Uptown Swirl**

ADVERTISING PLACEMENTS:

- **Sports Facility Guide** co-op with Parks Department
- **Sports Events Baseball/Softball** source book co-op
- **TripAdvisor.com** – annual contract renewal
- **TourTexas.com** – annual contract renewal

EDITORIAL COVERAGE:

- **hgtvgardens.com**-feature about Chappell Hill Lavender
- **hgtvgardens.com**-feature about Antique Rose Emporium



FEBRUARY

MAJOR TOURISM EVENTS:

- **Texas Independence Day Celebration** at WOB
- **Unity Theatre** presents "A Piece of My Heart"

ADVERTISING PLACEMENTS:

- **Houston Rodeo** program – 1.5 pages co-op
- **Byways** digital magazine – 1/2 page co-op
- **Small Market Meetings** magazine – 1/6 page

EDITORIAL COVERAGE:

- **Houstonia** magazine – feature about Chappell Hill
- **Ride Texas** magazine - feature about best motorcycle roads lists La Bahia Highway
- **Texashighways.com** – feature about Texas Independence Day



MARCH

MAJOR TOURISM EVENTS:

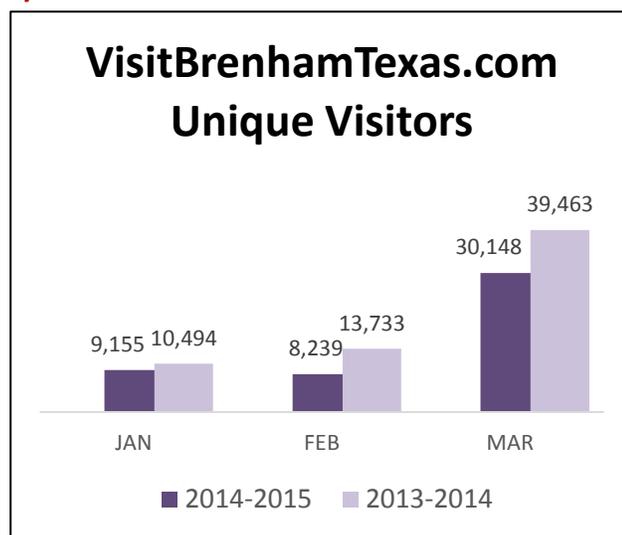
- **Texas Ranger Day** in Burton
- **John P. Coles Home Tours**, Independence
- **Antiques weeks** in the area
- **Head for the Hills** bike ride

ADVERTISING PLACEMENTS:

- **AAA Texas Journey** magazine – 3" travel ad
- **Southern Living** magazine– 1/6 page travel ad

EDITORIAL COVERAGE:

- **Texas Highways** – features about Brazos Belle, Texas Independence Trail Region
- **invitingarkansas.com** – feature about Washington County area
- **Living** –(22 regional publications in areas such as Katy, Las Colinas, The Woodlands, with circulation for each between 35,000-50,000, advertising value about \$47,000) – feature about Wash. Co. from Geiger press tour





AGENDA ITEM 7

DATE OF MEETING: June 4, 2015	DATE SUBMITTED: May 15, 2015	
DEPT. OF ORIGIN: Municipal Court	SUBMITTED BY: Rhonda Kuehn	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Presentation of the 2014 Municipal Court Statistics		
SUMMARY STATEMENT: The Municipal Court statistics will be discussed and presented by Municipal Court Administrator Rhonda Kuehn.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Municipal Court Statistics		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION:		
APPROVALS: Carolyn D. Miller		

MUNICIPAL COURT STATISTICS						
	FY11	FY12	FY13	FY14	FY 15 (Oct-Mar)	
Total Cases Filed	7347	7906	4081	4401		3827
Traffic Misdemeanors						
Non-Parking	3,842	4,544	2,091	2,544		2,628
Parking	64	44	39	105		89
Dispositions Prior to Court Appearance or Trial	2,476	2,425	1,991	1,838		1,315
Dispositions at Court Appearance or Trial	93	155	159	123		54
Cases Dismissed	1,646	706	1,241	781		844
Non-Traffic Misdemeanors						
State Law	3,336	3,213	1,778	1,595		1,038
City Ordinance	105	105	173	157		72
Dispositions Prior to Court Appearance or Trial	1,847	1,867	1,426	1,307		657
Dispositions at Court Appearance or Trial	173	201	370	372		114
Cases Dismissed	312	412	678	580		206
Juvenile Activity	223	213	160	101		65
Warrants Issued	2,858	963	2,042	1,428		922
Total Revenue Collected	\$ 1,214,732	\$ 1,121,043	\$ 799,954	\$ 873,606	\$	647,054
Total Remitted to State	\$ 353,415	\$ 297,787	\$ 220,994	\$ 260,631	\$	217,149
General Gov't Revenues	\$ 861,317	\$ 823,256	\$ 578,955	\$ 612,969	\$	429,903



AGENDA ITEM 8

DATE OF MEETING: June 4, 2015	DATE SUBMITTED: May 26, 2015	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Election by Council of Mayor Pro Tem		
SUMMARY STATEMENT: Article III, Section 12 of the City Charter sets forth the powers and duties of the Mayor Pro Tem. The appointment of the Mayor Pro Tem typically takes place at the first meeting in June following the May election cycle. The Charter language reads as follows: <i>“The City Council shall elect one of their number as Mayor pro-tempore, as soon as practicable after each regular election of Councilmembers, who in the absence or inability of the Mayor to act may exercise all the powers and authority appertaining to the office of the Mayor.”</i>		
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: Appoint a member of City Council to serve as Mayor Pro Tem.		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 9

DATE OF MEETING: June 4, 2015	DATE SUBMITTED: May 29, 2015	
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 a Waste Disposal Agreement between Clean Harbors Environmental Services, Inc. and the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: In November of 2015, the City of Brenham will no longer be utilizing the Sunset Farms Landfill in Austin, TX for its disposal needs. TCEQ has set a permanent closure date for this landfill. In preparation of moving landfills staff has been in contact with landfills within a close proximity to our Transfer Station.		
Staff has visited with BVSWMA Inc. who owns the landfill in Carlos, TX and is co-owned by the City of Bryan and City of College Station. Although very close, the gate rate is the only rate allowed at this landfill which is \$26.69/ton. Our current rate in Austin is \$17.00/ton. This is a considerable increase per ton when over a year's time we truck 21,000 tons to landfills from our Transfer Station. We have strived to negotiate a rate with BVSWMA Inc. but there has been no movement on their end. We still do truck some waste to this landfill on an as needed basis due to the close proximity compared to Austin.		
Staff has located a landfill in Altair, TX that is operated by Clean Harbors Environmental Services Inc. This landfill is slightly farther than the landfill in Carlos but significantly closer to the Austin landfill. It is 120 miles round trip compared to 180 miles to Austin and 110 miles to Carlos. We have negotiated a rate with Clean Harbors of \$16.86/ton. Staff has visited the site and met with representatives of the landfill. We feel comfortable with the rate and the routes to the facility. We feel that with this rate and the closer distance it will be a good savings for our Transfer Station.		
We are asking council to approve the rate of \$16.86/ton from Clean Harbors Environmental Services Inc. since the total expenditures throughout the year will be around \$350,000. This will ultimately reduce our budgeted disposal costs and could lessen our fuel budget if the yearly weights stay about the same. Our annual budget for disposal costs is \$365,000.		

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Closer than Austin landfill, lower rate than BVSWMA landfill.

B. CONS: Operating hours are 7-3 compared to 24 hrs. like Austin.

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Agreement

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve a Waste Disposal Agreement between Clean Harbors Environmental Services Inc. and the City of Brenham for a disposal rate of \$16.86/ton and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts



Clean Harbors Environmental Services, Inc.
500 Independence Parkway South
La Porte, TX 77571
www.cleanharbors.com

May 13, 2015

Attn: Mr. Dane Rue
Brenham City of Public Utilities
200 West Vulcan Street
PO Box 1059
Brenham, TX 77833

Quote #2096719

Dear Mr. Rue:

Thank you for considering Clean Harbors Environmental Services, Inc. (Clean Harbors) for your waste management needs. We are pleased to provide you with pricing for the following waste streams. This quotation is based upon the information that you have provided.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service Group at 877.333.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Vicki Huddleston
Sales Representative
Ph: 832.344.6435



DISPOSAL

Profile / Waste Code	Waste Description	Price / UOM
CNO	NON HAZARDOUS SOLID	\$16.86 / Ton

TRANSPORTATION

Destination Facility	Vehicle Type	Unit Rate	Unit of Measure
Altair, TX Facility	Rolloff Trailer Single Container	N/A	N/A

Transportation is being provided by customer.

Customer providing containers.

GENERAL CONDITIONS

1. Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
2. Prices firm for 30 days.
3. Terms: Net 30 Days. Invoice to be emailed.
4. Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
5. Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
6. Disposal Price: \$15.30/Ton + \$0.62/Ton - Recovery Fee = \$15.92/TON - (Disposal price/Recovery Fee - wrapped together).
7. State Fee Per Ton: \$0.94 = \$16.86/TON
8. State Tax: \$0.00 (provided customer provides tax exempt certificates).
9. Materials subject to additional charges if they do not conform to the listed specifications.
10. Surcharges are applied to the total quantity shipped, not to any prorated portion of the shipment.
11. Tank wash does not include an entry. If one is required, additional charges will apply.
12. Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
13. Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
14. A Recovery Fee is included in the disposal price of your bulk waste.
15. Pickups that require same day or next day service may be subject to additional charges.



GENERAL CONDITIONS

- 16. Out of Service (OSD) for PCB incinerables should be clearly identified in Section 14 of the manifest. Prices for these items are only effective if received within 6 months of the OSD.
- 17. In the event there is a dispute between the parties, and either party brings an action to interpret this Agreement, or to enforce any right that such party may have hereunder, or in the event an appeal is taken from any judgement or decree of a trial court, the party ultimately prevailing in such action will be entitled to receive from the other party its costs and reasonable attorney's fees to be determined by the court in which such action is brought.

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CNO	<p>NON HAZARDOUS SOLID</p> <p>Non-pourable at 70°F No free liquid Must be able to pass (paint filter/penetration) tests Must be able to be landfilled Biodegrade-able absorbents will be stabilized prior to land No herbicide, pesticides, or cyanides Source of PCB < 50 ppm PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL ***** No Free Liquid Non-hazardous Must be biodegradable No PCB pH – 2.1 to 12.4 PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFARM</p>



May 13, 2015
Clean Harbors, Quote #2096719

Page 4 of 4

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Signature	PO#	Date
-----------	-----	------

Print Name

Quote #2096719



WASTE TRANSPORTATION & DISPOSAL AGREEMENT*

Customer Name: _____

Customer Address: _____

This Agreement is between the Customer identified below ("Customer"), and Clean Harbors Environmental Services, Inc. ("Clean Harbors"). In consideration of the mutual covenants contained herein, the parties agree as follows:

Article 1. Term

This Agreement shall have an initial term of one (1) year from the date hereof and shall continue in effect from year to year thereafter provided. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice.

Article 2. Services*

This Agreement shall govern all labpack, transportation, and disposal services ("Services") provided by Clean Harbors to Customer. **This Agreement does not apply to emergency response services.**

Article 3. Waste Materials

Waste materials to be handled pursuant to this Agreement shall be agreed upon in advance in writing by Clean Harbors and Customer. At the time Customer requests the Services of Clean Harbors, Customer shall provide a Waste Profile Sheet or similar document ("Waste Profile") to Clean Harbors completely and accurately describing the waste materials.

Article 4. Transfer of Waste and Title

Waste materials which are discovered to be non-conforming may be rejected by Clean Harbors. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with Customer. Waste materials shall be considered non-conforming if the waste materials are not properly packaged or labeled; or if the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile. Customer shall pay Clean Harbors its reasonable expenses and charges for the handling, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials.

Article 5. Payment Terms

Payment terms shall be thirty (30) days from the date of Customer's receipt of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts outstanding more than thirty (30) days. The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so.

Article 6. Customer Warranties

Customer warrants that it has legal title or authority to waste; that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials will conform to such description; that containers of waste materials will be marked, labeled and otherwise conform with all applicable law; and that it has communicated to Clean Harbors those hazards known by the Customer to be associated with the handling, transportation, treatment, storage, and disposal of the waste materials.

Article 7. Indemnification

Clean Harbors ("Indemnifying Party") agrees to indemnify, save harmless and defend the Customer ("Indemnified Party") from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which the Indemnified Party may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) the Indemnifying

Party's breach of any term of this Agreement, or (2) the negligence or willful misconduct of the Indemnifying Party, its employees, or agents. Clean Harbors shall not be liable to Customer for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

Article 8. Insurance

Clean Harbors shall maintain at its own expense during the term of this Agreement the following insurance coverages:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	\$2,000,000
c. General Commercial Liability	\$2 million per occurrence \$4 million aggregate
d. Automobile	\$5 million combined single limit
e. Contractors Pollution Liability	\$10 million each Claim \$10 million all Claims

Article 9. Excuse of Performance

The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause(s) beyond its reasonable control. In the event of disruption of Services under any such circumstances, Clean Harbors will make every reasonable effort to reopen the disposal site to accept waste as soon as practicable after the cessation of suspension of the cause of suspension of Services, and it will take all reasonable steps to overcome the cause of cessation of Services.

Article 10. Additional Provisions

Entire Agreement: This Agreement represents the entire understanding and agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted document issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. Any modifications to this Agreement shall be in writing and shall be signed by Customer and Clean Harbors.

Law to Apply: The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the State of Texas and the parties agree to submit to the jurisdiction of the courts of the State of Texas for any disputes arising under this Agreement. Venue for any lawsuit, claim or legal proceeding arising out of this Agreement shall be in Washington County, Texas.

Severability: If any provision of this Agreement is declared illegal, void or unenforceable, the remaining provisions will not be affected but will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER: _____	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title:	Title:
Date:	Date:

Customer to complete shaded area.



AGENDA ITEM 10

DATE OF MEETING: June 4, 2015	DATE SUBMITTED: May 22, 2015	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
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 to Repeal Ordinance No. O-15-008 Relating to the Designation of Approximately 31.2869, 2.099, and 0.7201 Acres in the Phillip Coe Survey as Reinvestment Zone Number Forty for Commercial Tax Phase-In Incentive as Provided in Chapter 312 of the Texas Tax Code		
SUMMARY STATEMENT: On March 19, 2015 the City Council passed Ordinance No. O-15-008 designating approximately 31.2869, 2.099 and 0.7201 acres in the Phillip Coe Survey as Reinvestment Zone Number Forty for Commercial Tax Phase-In Incentive as provided in Chapter 312 of the Texas Tax Code. A few weeks ago the City was notified by Economic Development Corporation's Project Manager Clint Kolby that Valmont Coatings, Inc. had decided not to relocate their galvanizing plant to Brenham so no reinvestment zone of the area would be needed. Due to Valmont's decision, the City Attorney recommends that Ordinance No. O-15-008 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 for first reading		
FUNDING SOURCE (Where Applicable): N/A		

RECOMMENDED ACTION: Approve an Ordinance on Its First Reading to Repeal Ordinance No. O-15-008 Relating to the Designation of Approximately 31.2869, 2.099, and 0.7201 Acres in the Phillip Coe Survey as Reinvestment Zone Number Forty for Commercial Tax Phase-In Incentive as Provided in Chapter 312 of the Texas Tax Code

APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, REPEALING ORDINANCE NO. O-15-008 RELATING TO THE DESIGNATION OF CERTAIN TRACTS OF LAND CONTAINING 31.2869, 2.099, AND 0.7201 ACRES OF LAND, MORE OR LESS SITUATED IN THE PHILLIP COE SURVEY, A-31, AS REINVESTMENT ZONE NUMBER FORTY FOR COMMERCIAL TAX PHASE-IN INCENTIVE AS PROVIDED IN CHAPTER 312, TEXAS TAX CODE; AND ORDAINING OTHER RELATED MATTERS

WHEREAS, Section 312.201, Texas Tax Code, authorizes the governing body of a municipality by ordinance to designate as a reinvestment zone an area in the taxing jurisdiction or extraterritorial jurisdiction of the municipality for commercial tax phase-in purposes; and

WHEREAS, by application dated February 18, 2015 Valmont Coatings, Inc. (“Valmont”) requested approval of commercial tax phase-in incentive from the City of Brenham pursuant to the “City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises” (“Tax Phase-In Policy”); and

WHEREAS, on March 19, 2015, after complying with all procedural, notice and hearing requirements of state law and the Tax Phase-In Policy, the City Council passed Ordinance No. O-15-008 on second and final reading designating approximately 31.2869, 2.099, and 0.7201 acres of land located in the Phillip Coe Survey, A-31, as Reinvestment Zone Number Forty; and

WHEREAS, on April 20, 2015 the City was notified of Valmont’s decision to not locate its galvanizing operations to Brenham; and

WHEREAS, the City Council of the City of Brenham desires to repeal its designation of approximately 31.2869, 2.099, and 0.7201 acres of land located in the Phillip Coe Survey, A-31, Texas as Reinvestment Zone Number Forty;

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

Section 1.

Ordinance O-15-008 is hereby repealed in its entirety, and the designation of approximately 31.2869, 2.099, and 0.7201 acres of land located in the Phillip Coe Survey, A-31, as Reinvestment Zone Number Forty is null and void.

Section 2.

This Ordinance shall be effective from and after its passage and approval on second reading, and its publication as may be required by applicable law.

PASSED and APPROVED on its first reading this the 4th day of June, 2015.

PASSED and APPROVED on its second reading this the 18th day of June, 2015.

Milton Y. Tate, Jr.
Mayor

ATTEST

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 11

DATE OF MEETING: June 4, 2015		DATE SUBMITTED: May 22, 2015	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING	
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING	
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION	
	<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-15-016 to Repeal Resolution No. R-15-010 Relating to the Adoption of a Commercial Tax Phase-In Agreement with Valmont Coatings, Inc.			
SUMMARY STATEMENT: On March 19, 2015 the City Council passed Resolution No. R-15-010 authorizing a Tax Phase-In Agreement with Valmont Coatings, Inc. for the location of a galvanizing plant in Brenham; however, on April 20 th the City was notified by Economic Development Corporation's Project Manager, Clint Kolby, of Valmont's decision to not locate in Brenham at this time. Due to Valmont's decision, the City Attorney recommends that Resolution No. R-15-010 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) Resolution No. R-15-016			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: Approve Resolution No. R-15-016 to repeal Resolution No. R-15-010 relating to the adoption of a commercial tax phase-in agreement with Valmont Coatings, Inc.			
APPROVALS: Terry K. Roberts			

RESOLUTION NO. R-15-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS REPEALING AND RESCINDING RESOLUTION NO. R-15-010 RELATING TO THE ADOPTION OF A COMMERCIAL TAX PHASE-IN AGREEMENT WITH VALMONT COATINGS, INC.

WHEREAS, Resolution No. R-15-010 adopting a Tax Phase-In Agreement with Valmont Coatings, Inc. was approved by City Council on March 19, 2015; and

WHEREAS, on April 20, 2015 the City was notified of Valmont's decision to not locate its galvanizing operations to Brenham; and

WHEREAS, the City Council of the City of Brenham now desires to repeal and rescind said Resolution No. R-15-010;

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

The City Council does hereby repeal and rescind Resolution No. R-15-010 in its entirety, and any authorization and/or approval provided for in Resolution No. R-15-010 is null and void.

PASSED, APPROVED, AND ADOPTED on this the 4th day of June, 2015.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 12

DATE OF MEETING: June 4, 2015		DATE SUBMITTED: May 28, 2015	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Kacey Weiss	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING	
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING	
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION	
	<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request for a Noise Variance in Connection with the 2015 Downtown Sumer Concert Series (Hot Nights, Cool Tunes) to be Held from 4:00 P.M. to 11:00 P.M. on July 11, 18 and 25, 2015 and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: Main Street Brenham submitted a request for a Noise Variance for the 3-night concert series this year. The dates and times include Saturday, July 11; Saturday, July 18; and Saturday, July 25, 2015; from 4:00 p.m. (when sound set-up begins) to 11:00 p.m. There will be a free concert, children’s activities, food and beverage sales, and a classic car cruise-in. They will have bands and a sound amplification system, which require a Noise Variance. The Brenham Police Department and the Brenham Fire Department have approved the noise variance request; therefore, I ask the City Council to approve the noise variance request.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference): N/A			
ATTACHMENTS: (1) Noise Variance Request			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: Approve a request for a noise variance in connection with the 2015 Downtown Sumer Concert Series (Hot Nights, Cool Tunes) to be held from 4:00 P.M. to 11:00 P.M. on July 11, 18 and 25, 2015 and authorize the Mayor to execute any necessary documentation.			
APPROVALS: Terry K. Roberts			

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Main Street Brenham

2. Name and address of individual making application on behalf of sponsoring organization: Jennifer Eckermann; P.O. Box 1059; Brenham, Tx 77834

3. Purpose of the Event: Free concert series

4. Location of Event: Courthouse square

5. Date of the event: July 11, 18, 25

6. Time of Event: 7:00pm - 10:30pm

7. Event Set-up: From: 3:00pm To: 7:00pm

Event Clean-up: From: 10:00pm To: 12:00 am

8. You are required to describe the following:

a) Types of Activities Planned and any additional information specific to this event: free concert; food vendors; children's activities

b) Bands/Musical Instruments: Yes, up to 8-piece band

c) Sound amplification equipment: same as previous years

d) Cleanup provisions: Working with city crews, as in past

Jennifer Eckermann
Name of Applicant (Printed or Typed)

Date: 5-27-15

Jennifer Eckermann
Applicant or Authorized Person's Signature

Phone: 979-337-7384

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



AGENDA ITEM 13

DATE OF MEETING: June 4, 2015	DATE SUBMITTED: May 29, 2015	
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 Resolution No. R-15-017 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2015 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held on July 11, 18 and 25, 2015.		
SUMMARY STATEMENT: The Hot Nights, Cool Tunes Summer Concert Series, being sponsored for the 11 th year by Main Street Brenham, will again offer free concerts on the courthouse square. With July 4 th falling on a Saturday, there will be three concerts this year and they are scheduled for July 11, July 18 and July 25, from 7:00 – 10:30 p.m. One lane of Alamo Street closes by 3:00 p.m. for stage setup, and all of Alamo is closed at 4:30 p.m. As in years past, food and beverage booths will be set up at locations around the square, a classic car cruise-in will be located on W. Alamo, and people will be sitting and standing in the area to enjoy the entertainment.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ATTACHMENTS: 1) Resolution R-15-017; (2) Agreement with TxDOT for the Temporary Closure of State Right-of-Way; and 3) Application for Event Permit.		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approval of Resolution No. R-15-017 authorizing execution of an agreement with TxDOT for the temporary closure of state right-of-way in connection with the 2015 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held July 11, July 18 and July 25, 2015.		
APPROVALS: Terry Roberts		

RESOLUTION NO. R-15-017

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

WHEREAS, the City of Brenham has received requests for street closings involving a portion of the state highway system within the City of Brenham;

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

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid agreement and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2015 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held on **July 11, 18, and 25, 2015**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, the Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of a portion of the state highway system within the City of Brenham associated with the 2015 Downtown Summer Concert Series (Hot Nights, Cool Tunes). This resolution is effective upon its adoption.

PASSED AND APPROVED this the 4th of June, 2015.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

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

WITNESSETH

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

WHEREAS, the local government has requested the temporary closure of Alamo Street (Business 290) for the purpose of the 2015 Downtown Summer Concert Series (Hot Nights, Cool Tunes), from 3:00 pm to Midnight on July 11, 18 and 25, 2015 as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

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

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

WHEREAS, on the _____ day of June, 2015, the Brenham City Council passed Resolution/Ordinance No. _____, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

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

Article 2. EVENT DESCRIPTION

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

Article 3. OPERATIONS OF THE EVENT

- A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.
- C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 work days prior to the closure.

- D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.
- E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
- F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.
- H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

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

Article 5. TERMINATION

- A.** This agreement may be terminated by any of the following conditions:
- (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.
- B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

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

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

- A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.
- B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

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

Article 10. COMPLIANCE WITH LAWS

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

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

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

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

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

Article 13. SOLE AGREEMENT

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

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

THE CITY OF BRENHAM

Executed on behalf of the local government by:

By _____ Date _____
City Official

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

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

Exhibit A

This request is for closure of Alamo Street from Market Street to Austin Street as follows:

One lane of Alamo Street from Park Street to Market Street closed at 2:30 pm; both lanes of Alamo Street from Austin Street to Market Street closed at 4:30pm

on July 11, 18, and 25, 2015

Date and Time of Closure

One lane of Alamo Street from Park Street to Market Street to be closed from 2:30 p.m. until 11:30 p.m. then both lanes of Alamo Street from Austin Street to Market Street to be closed from 4:30 pm to 11:30 pm on July 11, 18, and 25, 2015.

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

The proposed activity that requires these street closures is the

2015 Downtown Summer Concert Series (Hot Nights, Cool Tunes)

Exhibit B

Exhibit C

The Downtown Summer Concert Series (Hot Nights, Cool Tunes) is sponsored by Main Street Brenham. These are free concerts for the public with food and beverage booths, kid's activities as well as a classic car cruise-in. People will bring their lawn chairs and set them up in the street and enjoy the fellowship and entertainment. This year's concerts will be held on July 11, 18 and 25, 2015. One lane of Alamo Street between Park Street and Market Street will be closed beginning at 2:30 pm then both lanes of Alamo Street will be closed between Austin Street and Market Street from 4:30 pm to 11:30 pm.

APPLICATION FOR EVENT PERMIT

1. Name of sponsoring organization: Main Street Brenham
2. Name of individual making application on behalf of sponsoring organizations: Jennifer Eckermann
3. Purpose of the event: Free concert series
4. Proposed date(s) of event: July 11, 18, 25
5. Event start date and time: July 11, 18, 25 @ 7:00 pm
6. Event set-up times: From 3:00 pm to 7:00 pm
7. Breakdown/cleanup: From 10:00 pm to 12:00 am
8. Describe types of activities planned (entertainment, food booths, theme of items for sale, etc.):
concerts; food vendors; children's activities; classic car
cruise-in.
9. Estimated attendance (event organizers and spectators): 1,000-1500/night
10. Special Requests and/or additional information related to this event: We will need Park Street between Main + Alamo, and
Baylor Street between Commerce and Alamo, closed at
2:30 pm too, please.

11. Street Closure Times: Beginning at July 11, 18, 25 @ 4:30pm
(Date and time)

Ending at: July 11, 18, 25 @ 12:00am (or until stage is removed)
(Date and time)

12. Street Closings:**

Alamo St. from Austin to Market @ 4:30pm

Alamo St. (one lane) from Park to St. Charles @ 2:30pm

Park St. from Main to to Alamo @ 2:30pm

Baylor St from Commerce to Alamo @ 2:30pm

_____ from _____ to _____

_____ from _____ to _____

**Please provide a map of closures

APPLICANT

Jennifer Eckermann
Signature

Date: 5-27-15

Jennifer Eckermann
Printed Name

Contact Phone Number: 979-337-7384

CITY OF BRENHAM

By: _____
City Secretary

Date: _____



AGENDA ITEM 14

DATE OF MEETING: June 4, 2015		DATE SUBMITTED: May 26, 2015	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Terry K. Roberts	
MEETING TYPE:		CLASSIFICATION:	
<input checked="" type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input checked="" type="checkbox"/> REGULAR	
		<input type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County to Share Costs Related to the Everbridge Mass Notification Software and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: See attached memo from City Manager Terry Roberts.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Memo from Terry Roberts; and (2) Interlocal Agreement to Share Costs Related to the Everbridge Mass Notification Software			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County to share costs related to the Everbridge Mass Notification Software and authorize the Mayor to execute any necessary documentation			
APPROVALS: Milton Y. Tate, Jr.			



To: Mayor and City Council

From: Terry K. Roberts, City Manager

Subject: **Interlocal Agreement to Share Costs Related to the Everbridge Mass Notification Software (Everbridge) Contract**

Date: May 26, 2015

The City of Brenham and Washington County previously utilized two separate mass notification software vendors. In the last few months, both entities have determined a different vendor, Everbridge, is the best company to provide this service.

Operating under a single contract for both entities saves some money. It is not a lot of dollars but since both entities desire to utilize the same service, the proposal is for the County to enter into the contract for the service and enter into an interlocal agreement with the City to reimburse the County for the City's portion of the cost.

The wording of the interlocal agreement has been worked out between the City and County attorneys. It has also been reviewed by the ILA Task Force and is ready for approval by both governing bodies.

At the Task Force meeting we talked about having the County approve the document first and then scheduling it for consideration by the City Council. The County Attorney has asked that the City go first in the approval of the agreement.

Since the document has been approved by the ILA Task Force and the wording is agreeable to the two attorneys I didn't see an issue with the County Attorney's request for the City to go first.

THE STATE OF TEXAS §
§
COUNTY OF WASHINGTON §

**INTERLOCAL AGREEMENT TO SHARE COSTS
RELATED TO THE EVERBRIDGE MASS NOTIFICATION SOFTWARE
(EVERBRIDGE)**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) by and between Washington County (acting by and through the Hon. John Brieden, County Judge) (“County”) and the City of Brenham, Texas (acting by and through the Hon. Milton Y. Tate, Jr., Mayor) (“City”) (hereinafter County and City are collectively referred to as the “Parties,” or the “Cooperating Parties”).

RECITALS

WHEREAS, the City and County desire to join and participate in the Everbridge Mass Notification Software System project as further described in Article I herein (“EVERBRIDGE”); and

WHEREAS, the City and County desire to improve the ability of public safety communications between the City, County, and the general public by allowing direct access to, and exchange of data through EVERBRIDGE; and

WHEREAS, the City and County desire to provide for a portion of the funding support for the acquisition, implementation, operation and maintenance of EVERBRIDGE; and

WHEREAS, Chapter 791, Texas Government Code, authorizes the City and County to enter to this Agreement to provide funding for the acquisition, implementation, operation and maintenance of EVERBRIDGE; and

WHEREAS, entering into this Agreement will benefit and allow the City and County to efficiently and effectively utilize their respective resources to support and participate in EVERBRIDGE; and

WHEREAS, the Brenham City Council desires that the City participate in the EVERBRIDGE project; and

WHEREAS, on January 20, 2015, in accordance with Section 791.014, Texas Government Code, the Washington County Commissioners Court approved the EVERBRIDGE project by separate written instrument; and

WHEREAS, the City and County shall be responsible for funding a portion of the costs incurred in each Party’s fiscal year for the acquisition, implementation, operation and maintenance of EVERBRIDGE, said amounts to be determined as a ratio of the percentage of the estimated total population for Washington County published by the U.S. Census Bureau for 2013 and a percentage of the total cost of EVERBRIDGE; and

NOW THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the provisions of Chapter 791, Texas Government Code, the Cooperating Parties do hereby agree as follows:

**ARTICLE I
EVERBRIDGE**

Section 1.1 Description of EVERBRIDGE. EVERBRIDGE is a company that provides, for a fee, a mass notification software package to its clients by which mass notifications may be generated quickly and effectively to users who have subscribed to the notification service. Included in this mass notification package is a weather program entitled “SMART Weather” which provides mass notifications about weather conditions in the prescribed area.

**ARTICLE II
PAYMENT OBLIGATIONS**

Section 2.1 City and County Payments Obligations. The City and County acknowledge and understand that each Party shall be responsible for funding and paying a portion of the costs incurred in each Party’s fiscal year for the acquisition, implementation, operation and maintenance of EVERBRIDGE. Notwithstanding the respective participation levels individually attributable to each Party, the City and County agree to share in the total costs collectively attributable to both the City and the County, with each party’s share to be determined on a per capita basis using the estimated total population for Washington County published by the U.S. Census Bureau for 2013 and the total cost of EVERBRIDGE.

Section 2.2 Computation of the Payment Obligations. The City and County agree that the total estimated population for Washington County published by the U.S. Census Bureau for 2013 is 34,000 with the City population being 16,000, or 47% of the total County population and the County population outside of the City’s corporate boundaries being 18,000, or 53% of the total County population. The cost per resident shall be determined by dividing the total cost of EVERBRIDGE (\$11,000.00) by the total estimated County residents (34,000), which equals \$0.3235294 per resident. The dollar amount to be assessed individually to the City and the County shall be determined by multiplying \$0.3235294 times the population attributable to each Party.

Section 2.3 Invoicing and Paying of Obligations. Within thirty (30) days after the County pays the total amount due to EVERBRIDGE, the County shall cause to be sent to the City an invoice for \$5,176.48 which is the amount of the City's share of the cost as determined by the computation method described in section 2.2 of this Article II. This amount represents the City's share of the costs of the services that were paid by the County under the County's agreement with EVERBRIDGE. The City shall pay to the County \$5,176.48 within thirty (30) days of receiving the invoice. However, the first invoice to be sent to the City pursuant to this Agreement will be sent by the County to the City within thirty (30) days of the date the last Party executed this Agreement.

ARTICLE III NOTICE

Section 3.1 Notice. All notices required under this Agreement shall be in writing and delivered personally or sent by certified or registered US Postal Service, postage prepaid, addressed to such Party at the following respective addresses:

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

COUNTY: County Judge
 Washington County Courthouse
 100 E. Main St., Suite 104
 Brenham, Texas 77833

and shall be deemed given on the date so hand delivered or five (5) days after postmarked by the U.S. Postal Service, unless otherwise provided herein. All Parties hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

ARTICLE IV MISCELLANEOUS

Section 4.1 Assignment. This Agreement shall bind and inure to the benefit of the Cooperating Parties hereto, their successors and assigns. This Agreement may not be assigned by either Party without the express written consent of the other Party.

Section 4.2 Term. This Agreement shall be effective immediately upon the approval of this Agreement by both parties. The initial term of this Agreement is from the effective date stated herein and shall terminate on **January twentieth (20th), 2016**. After the initial term, this Agreement shall automatically renew for subsequent terms of one (1) year on January twentieth (20th) of each subsequent year.

Section 4.3 Termination. Either Party may terminate this Agreement by giving the other Party written notice of its intent to not renew the Agreement at least sixty (60) days prior to the end of the then current term. This Agreement may also be terminated by either Party upon a material breach of a term or provision of the Agreement and the failure of the breaching Party to cure (or commence activities to cure if the breach cannot be immediately cured) within thirty (30) days of written notice of the existence of the material breach from the Party not in breach.

Section 4.4 Attorney's Fees. If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing party shall be entitled to reasonable attorney's fees and costs of the action.

Section 4.5 Waiver of Immunity. No Party hereto has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement.

Section 4.6 Severability. If any part of this Agreement is for any reason found by a court of competent jurisdiction to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

Section 4.7 Entire Agreement. This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire Agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement, except as provided herein.

Section 4.8 Written Agreement. Unless otherwise specified, this Agreement may be amended only by written instrument approved by the Parties hereto.

Section 4.9 Applicable Laws; Venue. This Agreement is subject to the laws of the State of Texas, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Exclusive venue for any claim, dispute, lawsuit or other legal proceeding arising out of or involving this Agreement shall be in Washington County, Texas.

Section 4.10 Captions. Captions contained in this Agreement are for reference only and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

Section 4.11 Non-Waiver. If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

Section 4.12 Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

Section 4.13 Parties in Interest. This Agreement does not bestow any rights upon any third party, but binds and benefits the City and the County only.

Section 4.14 Counterparts. Signatures hereby may be counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY OF WHICH, this Agreement has been executed on behalf of the Parties hereto as follows:

- a: It has on the _____ day of _____, 2015 been executed on behalf of the County by the County Judge of Washington County, Texas, pursuant to an order of the Commissioners Court of Washington County authorizing such execution.
- b: It has on the _____ day of _____, 2015 been executed on behalf of the City by the Mayor of Brenham, Texas, pursuant to action of the City Council of the City of Brenham, Texas authorizing such execution.

WASHINGTON COUNTY, TEXAS

CITY OF BRENHAM

Hon. John Brieden, County Judge

Hon. Milton Y. Tate, Jr., Mayor

ATTEST:

ATTEST:

Beth Rothermel
County Clerk

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 15

DATE OF MEETING: June 4, 2015	DATE SUBMITTED: May 29, 2015	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input checked="" type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Potential Sale of Approximately 0.022 Acres of Land Along Martin Luther King, Jr. Parkway		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION:		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 16

DATE OF MEETING: June 4, 2015	DATE SUBMITTED: May 29, 2015	
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 Potential Sale of Approximately 0.022 Acres of Land Along Martin Luther King Jr. Parkway		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: As discussed in Executive Session.		
APPROVALS: Terry K. Roberts		