



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JUNE 25, 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 Goss**
- 3. Proclamation**
 - Kyle Dean Dannhaus Day **Page 1**
- 4. Citizens Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

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

5-a. Minutes from the May 21, 2015 and June 4, 2015 Regular City Council Meetings **Pages 2-18**

5-b. Ordinance No. O-15-020 on Its Second 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 19-20**

WORK SESSION

- 6. Discuss and Review the FY2014-15 Second Quarter Financial Report** **Pages 21-33**

REGULAR AGENDA

- 7. Discuss and Possibly Act Upon an Audit Engagement Letter from Seidel Schroeder to Perform an Audit for the Fiscal Year Ending September 30, 2015 and Authorize the Mayor to Execute Any Necessary Documentation **Pages 34-42****
- 8. Discuss and Possibly Act Upon Bid No. 15-007 for Bulk Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation **Pages 43-45****
- 9. Discuss and Possibly Act Upon the Final One Year Extension of Two (2) Contracts, in Accordance with Bid No. 13-007, for Bulk Water and Wastewater Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation **Page 46****
- 10. Discuss and Possibly Act Upon a Contract for Fixed Base Operator at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation **Pages 47-49****
- 11. Discuss and Possibly Act Upon Bid No. 15-008 for Gasoline and Diesel Fuel for the City of Brenham's Vehicle and Equipment Fleet and Authorize the Mayor to Execute Any Necessary Documentation **Pages 50-53****
- 12. Discuss and Possibly Act Upon Modifications to the Temporary License Agreement with Texas Ninety Six West, LLC for the Construction of a Parklet on Baylor Street in Downtown Brenham and Authorize the Mayor to Execute Any Necessary Documentation **Pages 54-69****

EXECUTIVE SESSION

- 13. Section 551.072 - Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding the Potential Sale of Several City Owned Parcels of Land, Consisting of Approximately 4.9972 Acres, in Brenham, Texas **Page 70****

RE-OPEN REGULAR AGENDA

- 14. Discuss and Possibly Act Upon the Potential Sale of Several City Owned Parcels of Land, Consisting of Approximately 4.9972 Acres, in Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation **Page 71****

15. 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 25, 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 22, 2015 at **11:30 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

PROCLAMATION

WHEREAS, Thirty years ago bread was 30 cents a loaf; a dozen eggs cost 90 cents; a steak was \$2.86 and a Snickers bar was 40 cents; and 30 years ago, Kyle Dannhaus' salary with the City of Brenham just about covered those items; and

WHEREAS, Kyle Dannhaus, who is known to most as "Kyle Dean", started working for the city as a building inspector – a job most people thought was his first, but in reality Kyle Dean was "magic" long before "Magic Mike" made its way to the theater; and

WHEREAS, Kyle Dean rose through the ranks of the City rapidly, proving that being an Aggie isn't a hindrance; he served as Director of Public Works for many years before being named Assistant City Manager by City Manager Terry Roberts during the late Mayor Walter C. Schwartz's term; and

WHEREAS, Schwartz and Kyle Dean shared a passion for projects that improved Brenham; the Blue Bell Aquatic Center, Hohlt Park and City Hall – just to name a few - were completed during their time together; they even shared a love of driving around town together – with Kyle Dean at the wheel, driving "Mr. Daisy; and

WHEREAS, All kidding aside, Kyle Dean Dannhaus has been an integral part of the growth of the City of Brenham since 1985; his commitment and dedication to the City is indicative of the love he feels for his hometown; and

WHEREAS, It is right and just for the City Council and the residents of Brenham to join together to congratulate Kyle Dean Dannhaus as he retires from the City of Brenham, to wish him well, and to remind him that his consulting job starts at 8 a.m. Monday;

Now, **THEREFORE** I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do hereby proclaim Thursday, June 25, 2015 as

KYLE DEAN DANNHAUS DAY

Milton Y. Tate Jr.
Mayor

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on May 21, 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, Assistant City Manager of General Government Rex Phelps, 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, Stacy Hardy, Susan Nienstedt, Cynthia Longhofer, Director of Community Services Wende Ragonis, Interim Police Chief Dant Lange, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Manager Erik Smith, Angela Hahn, and Presiding Judge Robert Wright

Citizens present:

Perry Thomas, Edward Smith III, Stacy Lange, Barbara Kruse, J.D. Young, Debbie Goss, Page Michel, Clint Kolby and Dorothy Morgan

Media Present:

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

1. Call Meeting to Order

- 2. Invocation and Pledges to the US and Texas Flags – Mayor Pro Tem Nix**
- 3. Administer Oaths of Office to Elected Officials and Issue Certificates of Election for Council Positions:**

Mayor – At Large Milton Y. Tate, Jr.

Dorothy Morgan, retired Washington County Judge, administered the Oath of Office to Milton Y. Tate, Jr. for the position of Mayor for the City of Brenham for a four (4) year term.

Weldon C. Williams, Jr. Place 2 – Ward 2

Dorothy Morgan, retired Washington County Judge, administered the Oath of Office to Weldon C. Williams, Jr. for the position of Place 2 – Ward 2 Councilmember for the City of Brenham for a four (4) year term

Daniel H. “Danny” Goss Place 4 – Ward 4

Robert G. Wright, Municipal Court Judge, administered the Oath of Office to Daniel H. “Danny” Goss for the position of Place 4 – Ward 4 Councilmember for the City of Brenham for a four (4) year term

4. Citizens Comments

J.D. Young with Faith Mission spoke to the City Council about the “Neighbors Helping Neighbors” project that they are sponsoring in response to the recent economic issues happening in Brenham and Washington County.

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Minutes from the April 2, 2015 and April 16, 2015 Regular City Council Meetings and April 20, 2015 Special City Council Meeting

5-b. Ordinance No. O-15-017 on Its Second 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

- 5-c. Ordinance No. O-15-018 on Its Second 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**
- 5-d. Ordinance No. O-15-019 on Its Second 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**

A motion was made by Councilmember Barnes-Tilley and seconded by Mayor Pro Tem Nix to approve the Statutory Consent Agenda Items 5-a., 5-b., 5-c. and 5-d. 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

6. Presentation of the 2014 Municipal Court Statistics

This item was passed.

REGULAR AGENDA

7. Discuss and Possibly Act Upon a Temporary License Agreement with Texas Ninety Six West, LLC. for the Construction of a Parklet on Baylor Street in Downtown Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Director of Community Services Wende Ragonis presented this item. Ragonis explained that staff presented the concept of a Parklet Program in the downtown area during a work session at the April 16, 2015 Council meeting. Ragonis stated that as directed by Council, staff has begun the process, with the City Attorney, of drafting procedures and technical specifications for the City's Parklet Program.

Ragonis advised Council that staff is not confident that all of the necessary ordinances needed to govern the Parklet Program long term can be completed in a timeframe suitable to Ninety Six West; therefore, staff would like to request that Council approves a temporary license agreement (12 months) to encroach into the City's right of way located at 103 S. Baylor Street for a parklet. Ragonis explained to Council that approval of the temporary license agreement would give staff the necessary time to complete all documentation including all ordinances necessary to govern this program.

Mayor Tate asked if the owners of Texas Ninety Six West are willing to comply with any restrictions that are in a future ordinance. Ragonis stated that they are and are eager to begin the project.

Councilmember Goss questioned if there are provisions for termination. City Attorney Cary Bovey stated that the agreement allows that both parties can terminate at any time with a thirty (30) day notice.

Councilmember Barnes-Tilley asked how long the process would take to not have to issue a temporary license. Ragonis advised it would take several months and the owners of Ninety Six West would like to open around the end of June or beginning of July. Therefore, they are requesting a temporary license.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve a temporary license agreement with Texas Ninety Six West, LLC. for the construction of a parklet on Baylor Street in Downtown Brenham 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

8. Discuss and Possibly Act Upon Change Order No. 1 (Reconciliation) and Authorize Final Payment to Supak Construction, Inc. for the 2014 Water Distribution System Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle stated that Supak Construction, Inc. has completed their work on the water distribution system by replacing approximately 2,700 linear feet of AC water lines along Drumm, Edward, and Eldon streets. Ogle stated that Change Order No. 1 (Reconciliation) resulted in a reduction of the original contract; therefore, the final construction cost was \$262,469.00, \$4,683.50 below the original contract price.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve Change Order No. 1, a reduction in the amount of \$4,683.50 and approve final payment to Supak Construction, Inc. in the amount of \$29,171.90 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

9. Discuss and Possibly Act Upon the Purchase of Body Cameras for the Police Department from Special Revenue Funds and Authorize the Mayor to Execute Any Necessary Documentation

Interim Police Chief Dant Lange presented this item. Lange advised the Council that the Police Department has been testing and evaluating various body camera systems for the officers. Lange explained that these cameras will be utilized for the protection of both the officers and community members during law enforcement encounters; the cameras will ensure that the Department serves with as much transparency as possible and maintains the existing community partnership.

Lange stated that he had received a quote for body cameras from Safety Vision, the same vendor that currently provides their mobile data terminals (in-car cameras). Lange advised the Council that it would be his recommendation that the Police Department purchase the body cameras from Safety Vision for a total of \$21,035.00. Lange noted an additional \$13,550 will be needed to purchase a server from Computer Helpers for storage of the videos. Lange explained to Council that, if approved, this purchase would be made from the special revenue account that is funded through private donations.

Councilmember Goss asked what activates the camera to begin working. Lange advised that the officer has to activate it and will deactivate the camera when they are finished at the scene.

Councilmember Herring questioned if the camera is video and audio. Lange stated the cameras are both and that every sworn in member with the Police Department will be wearing them.

A motion was made by Councilmember Goss and seconded by Councilmember Williams to approve the purchase of body cameras for the Police Department from Safety Vision in the amount of \$21,035.00 as well as an additional data storage server from Computer Helpers in the amount of \$13,550.00, both from the special revenue fund, for a total of \$34,585.00 and authorize the Mayor to execute any necessary documentation.

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

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

10. Discuss and Possibly Act Upon the Extension of a Contract with Marvin Koehne (dba Triple K Cattle) for the Lease of the Old Landfill Property and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained for the past 5 years the City of Brenham has leased the Old Landfill site to Marvin Koehne for hay production; this portion of the property consists of 108.90 acres. Rau stated in January the City of Brenham notified Mr. Koehne of its intent not to renew the annual hay lease due to another endeavor that consisted of a film producer looking at utilizing this property for other uses.

Rau explained that staff felt that by supplying Mr. Koehne with ninety (90) day not to renew notification that this would not put the City at risk for another year if the film producer was ready to move forward with his project. Rau stated that he spoke with Mr. Koehne and explained to him that on May 12, 2015 his annual lease would expire, but that the City would like to continue a month to month lease on this property with him for hay production.

Rau advised that by allowing Mr. Koehne to continue to cut the hay, it benefits the city by not having to send personnel out there to maintain the property. Rau explained once the final decision is made on the film production setup, staff will either enter into an agreement with the film producer or re-bid the hay lease.

Rau noted Mr. Koehne currently pays a yearly lease of \$4,553.11 for the 108.90 acres; going month to month his monthly amount will be \$379.42. Rau stated the conditions of the lease will be the same as the original 2010 lease agreement.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve a month-to-month lease agreement, in the amount of \$379.42 per month, with Marvin Koehne (dba Triple K Cattle) for the lease of the Old Landfill Property and authorize the Mayor to execute any necessary documentation.

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

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

11. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Juneteenth parade will be on Saturday, June 20th
- Business After Hours will be today at the Blinn College Whigham House from 5:00-7:00 p.m.
- Recognized Assistant City Manager - Chief Financial Officer Carolyn Miller for her 10 years of service to the City
- The library will be offering resume writing assistance every Thursday between 2:00-4:00 p.m. starting on June 4th
- Memorial Day Holiday is Monday, May 25th
- Demolition has begun on the Nancy Carol Roberts Memorial Library

Assistant City Manager-Chief Financial Officer Carolyn Miller thanked the City Council for their support over the years and for the recent designation as Assistant City Manager.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

DRAFT

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on June 4, 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, Assistant City Manager of General Government Rex Phelps, 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, Stacy Hardy, Susan Nienstedt, Cynthia Longhofer, Rhonda Kuehn, Director of Community Services Wende Ragonis, Jennifer Eckermann, Fire Chief Ricky Boeker, Todd Jacobs, Trey Gully, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Manager Erik Smith, Stephen Scheffer, Angela Hahn, Kelvin Raven, Billy Rich, Bobby Keene, Kelvin Raven and Heather Sowders

Citizens present:

Lu Hollander, Page Michel and Clint Kolby

Media Present:

Arthur Hahn, Brenham Banner Press and Caitlin Hahn, Brenham Banner Press

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

Assistant City Manager of General Government Rex Phelps recognized Captain Billy Rich on his 34 years of service to the city and congratulated him on his upcoming retirement.

CONSENT AGENDA

5. Statutory Consent Agenda

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

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Nix to approve the Statutory Consent Agenda Item 5-a. 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

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

Lu Hollander, with the Washington County Convention and Visitors Bureau, presented this item. Hollander stated packets were laid around the Dias with more information. She focused on the highlights featured in the *Second Quarter Report – January – March 2015*, pointing out the visitor statistics, major tourism events, advertising placements and editorial coverage.

7. Presentation of the 2014 Municipal Court Statistics

Municipal Court Administrator Rhonda Kuehn presented this item. Kuehn reviewed the report and advised that the numbers shown in 2011 and 2012 are during the time in which Highway 290 was in construction. Kuehn also noted that since October 2014 the city has been participating in the STEP grant.

REGULAR AGENDA

8. Discuss and Possibly Act Upon the Election by Council of Mayor Pro Tem

City Secretary Jeana Bellinger presented this item. Bellinger explained Article III, Section 12 of the City Charter sets forth the powers and duties of the Mayor Pro Tem. Bellinger noted the appointment of the Mayor Pro Tem typically takes place at the first meeting in June following the May election cycle.

Mayor Tate asked for nominations and Councilmember Williams nominated Mayor Pro Tem Nix. There were no other nominations made.

A motion was made by Councilmember Williams and seconded by Councilmember Ebel to appoint Gloria Nix to serve as Mayor Pro Tem.

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

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

9. Discuss and Possibly Act Upon a Waste Disposal Agreement between Clean Harbors Environmental Services, Inc. and the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau advised that in November of 2015, the City of Brenham will no longer be utilizing the Sunset Farms Landfill in Austin, TX for its disposal needs due to TCEQ closing that landfill.

Rau advised that staff has visited with BVSWMA Inc., who owns the landfill in Carlos, Texas, to try and negotiate a lower rate with them but has not had any luck. Their current gate rate is \$26.69 per ton. Rau advised his department still does truck some waste to this landfill on an as needed basis due to the close proximity compared to Austin.

Rau advised Council that there is a landfill in Altair, Texas that is operated by Clean Harbors Environmental Services Inc. that staff would like to begin using. Rau noted it is 120 miles round trip compared to 180 miles to Austin and 110 miles to Carlos. Rau explained that his department has negotiated a rate with Clean Harbors of \$16.86/ton. Rau stated that staff has visited the site and met with representatives of the landfill and feels comfortable with the rate and the routes to the facility. Rau advised his staff feels that with this rate and the closer distance, it will be a good savings for the Transfer Station.

Rau explained that his department is 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. Rau advised this will ultimately reduce the budgeted disposal costs and could lessen the fuel budget if the yearly weights stay about the same. Rau stated the annual budget for disposal costs is \$365,000.

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

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

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

10. Discuss and Possibly Act Upon an 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

City Secretary Jeana Bellinger presented this item. Bellinger explained that 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.

Bellinger stated 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. Bellinger advised due to Valmont's decision, the City Attorney recommends that Ordinance No. O-15-008 be repealed.

A motion was made by Councilmember Barnes-Tilley and seconded by Mayor Pro Tem Nix to 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.

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

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

11. Discuss and Possibly Act Upon 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.

City Secretary Jeana Bellinger presented this item. Bellinger advised 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 20th 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. Bellinger stated due to Valmont's decision, the City Attorney recommends that Resolution No. R-15-010 be repealed.

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

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

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

12. Discuss and Possibly Act Upon 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

Deputy City Secretary Kacey Weiss presented this item. Weiss advised Main Street Brenham submitted a request for a Noise Variance for the 3-night concert series this year. Weiss stated 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. Weiss noted there will be a free concert, children's activities, food and beverage sales, and a classic car cruise-in. Weiss explained they will have bands and a sound amplification system, which require a Noise Variance. Weiss stated the Brenham Police Department and the Brenham Fire Department have approved the noise variance request.

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

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

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

13 Discuss and Possibly Act Upon 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

Main Street Director Jennifer Eckermann presented this item. Eckermann explained the Hot Nights, Cool Tunes Summer Concert Series, being sponsored for the 11th year by Main Street Brenham, will again offer free concerts on the courthouse square. Eckermann advised with July 4th 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. Eckermann stated 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. Eckermann noted 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

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

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

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

14. Discuss and Possibly Act Upon an 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

City Manager Terry Roberts presented this item. Roberts explained that the City of Brenham and Washington County previously utilized two separate mass notification software vendors; however, in the last few months, both entities have determined a different vendor, Everbridge, is the best company to provide this service. Roberts advised operating under a single contract for both entities saves some money. Roberts explained that the proposal is for the County to enter into the contract for the service and enter into this interlocal agreement with the City to reimburse the County for the City’s portion of the cost.

A motion was made by Councilmember Barnes-Tilley and seconded by Mayor Pro Tem Nix to 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.

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

Council adjourned into Executive Session at 1:50 p.m.

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

Executive Session adjourned at 1:56 p.m.

RE-OPEN REGULAR SESSION

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

A motion was made by Councilmember Williams and seconded by Councilmember Ebel to approve the sale of approximately 0.022 acres of land along Martin Luther King Jr. Parkway in the amount of \$1,375.90 and authorize the Mayor to execute any necessary documentation

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

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

17. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Retirement party for Captain Billy Rich will be held on June 12th from 3:00 p.m.- 5:00 p.m. in the Community Room at the Police Department
- Assistant City Manager Kyle Dannhaus will be retiring and his late day is June 26th.
- FY2015-16 budget workshops are scheduled for July 20th and 23rd.
- Brenham Community Development Corporation and the Economic Development Foundation are working on a grant application to expand the Hodde Technical Center
- The next Council meeting will be on June 25th. The July meeting will be on the 16th.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

ORDINANCE NO. O-15-020

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 25th day of June, 2015.

Milton Y. Tate, Jr.
Mayor

ATTEST

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 6

DATE OF MEETING: June 25, 2015		DATE SUBMITTED: June 22, 2015
DEPT. OF ORIGIN: Finance		SUBMITTED BY: Carolyn D. Miller
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Review FY2014-15 Second Quarter Financial Report		
SUMMARY STATEMENT: See attached Financial Performance Report and Financial Statements for General Fund and Five Utility Funds		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: FY2014-15 Second Quarter Financial Report from CFO; Financial Performance Reports for General Fund and Five Utility Funds		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION:		
APPROVALS: Terry K. Roberts		



MEMORANDUM

To: Mayor, Council and City Manager

From: Carolyn D. Miller *cm*
Assistant City Manager-Chief Financial Officer

Subject: FY2014-15 Second Quarter Financial Report

Date: June 22, 2015

The Finance Division is pleased to provide financial performance reports for the quarter ended March 31, 2015. The General Fund and the five major utility funds are presented in the usual format which includes a comparison of the 2nd quarter actual versus the prior year and a comparison to budget.

For the second quarter, the City experienced favorable net revenues over expenditures in the General Fund and all five utility funds. Also, fund performance was favorable to budget except for the Electric Fund.

FINANCIAL PERFORMANCE SUMMARY

Fund	2nd QTR Actual Performance			
	Revenues	Expenditures	Net Revenues	Budget
General Fund	\$ 8,132,376	\$ 7,393,265	\$ 739,111	\$ 192,188
Electric Fund	11,918,925	11,681,853	237,072	(215,143)
Gas Fund	1,925,992	1,757,668	168,324	90,627
Water Fund	1,820,112	1,765,647	54,465	(162,696)
Wastewater Fund	1,853,421	1,666,570	186,851	64,550
Sanitation Fund	1,324,516	1,078,081	246,435	148,474

GENERAL FUND

The second quarter performance for the General Fund posted actual net revenues of \$739,111 as compared to budgeted performance of \$192,188. The following revenues were ahead of budget:

- Property taxes were higher than budget by \$41,841;
- Sales taxes were ahead by \$145,566;
- Licenses, permits and fees were ahead by \$80,154 related to increased Municipal Court fees and fines; and higher building permits and inspection fees; however
- Transfers-in from utility funds for shared services were lower than budget by \$159,321.

GENERAL FUND (continued)

Operating expenditures were favorable to budget by \$415,523 and specific categories are detailed below:

- Personnel was under budget by \$220,082 due primarily to vacant positions in Development Services, Information Technology, Maintenance and Streets;
- Supplies were under budget by \$91,901 with over half due to lower fuel costs;
- Capital category was over budget by \$36,895 for emergency repairs related to Gun & Rod Road as a result of unforeseen storm damage; and
- Sundry category was favorable by \$75,677 due to the balance remaining in the city manager's contingency account and savings from liability/casualty insurance renewal.

Capital expenditures are tracked in Fund 236 Equipment Fund and are presented in Exhibit I.

ELECTRIC FUND

The Electric Fund had favorable net revenues of \$237,072 for the second quarter as compared to budgeted loss of (\$215,143). This favorable position was due to several factors:

- KWH sales were running about even with budgeted estimates based on LCRA forecasts;
- Conversely, KWH purchases were higher than budget by 5%, and although the price per KWH purchased was \$0.0016 under budget, the increased purchases created higher generation expenditures of \$213,458 compared to budget which were recovered in higher generation pass-thru revenues
- Distribution expenditures (or departmental expenditures) in the Electric Fund were slightly favorable to budget by \$57,238;
- Transfers to General Fund for shared services were lower than budget by \$86,261;
- Capital projects budgeted in the first and second quarters were deferred resulting in a favorable variance of \$321,516.
- Overall, the Electric Fund was running \$452,215 ahead of budget.

GAS FUND

For the second quarter, the Gas Fund posted favorable net revenues of \$168,324 compared to the budgeted performance of \$90,627. Significant components of the Gas Fund performance are noted below:

- Although gas consumption was higher than budget by 5%, commodity revenues were behind budget by \$362,292 due to lower price per MCF sold;
- Commodity expenditures were favorable to budget by \$329,239 due to a lower price per MCF purchased;
- Distribution (departmental) expenditures were lower than budget by \$2,520;
- Transfers to General Fund for shared services were lower than budget by \$24,908;

WATER FUND

The Water Fund experienced positive net revenues of \$54,465 for the second quarter compared to budgeted loss of (\$162,696). Water consumption was higher than budget by 8 million gallons or 2% and higher than the prior year by 22.23 million gallons or 7%. Water Fund performance is detailed below:

- Utility revenues were higher than budget by \$45,450 due to higher consumption;
- Department expenditures were favorable to budget by \$72,349 due to personnel vacancies and lower electric costs;
- Franchise fees paid to the General Fund were higher by \$3,181;
- Transfers to General Fund for shared services were lower than budget by \$23,047.

WASTEWATER FUND

Net revenues for the Wastewater Fund were \$186,851 for the second quarter compared to budgeted performance of \$64,550. This favorable performance was due to the following:

- Utility revenues were higher than budget by \$54,587;
- Departmental expenditures were lower than budget by \$39,310;
- Transfers to General Fund for shared services were lower than budget by \$22,750.

SANITATION FUND

The combined operations of the Sanitation Fund posted favorable net revenues of \$246,435 for the second quarter compared to budgeted performance of \$148,474. In the Sanitation Fund, operating resources are derived from four business units: Residential Collections, Collection Station, Transfer Station and Recycling Center.

- Revenues were unfavorable to budget for the Transfer Station and Collection Station by \$10,240 and \$24,710 respectively, while Recycling Center was favorable by \$1,081 and Residential Collection was at break-even;
- Combined departmental expenditures were favorable to budget by \$72,487 primarily due to lower fuel costs;
- Transfers to General Fund for shared services were lower than budget by \$21,488;

CONCLUSION

As noted in the opening paragraph, the City experienced favorable performance in the General Fund and all utility funds. With the recent significant economic downturn in our community, we will closely monitor fund performance and reduce expenditures to mitigate any negative impact.

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

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

**GENERAL FUND
2ND QUARTER PERFORMANCE**



EXHIBIT A

TOTAL OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY14	ACT FY15	VARIANCE		BUD FY15	ACT FY15	VARIANCE
REVENUES						
3,748,155	3,123,285	(624,870)	PROPERTY TAX	3,042,761	3,123,285	80,524
(1,785,273)	(1,500,393)	284,880	- DEFERRED PROP TAX (1)	(1,461,710)	(1,500,393)	(38,683)
2,139,713	2,330,246	190,533	SALES TAX (2)	2,184,680	2,330,246	145,566
1,314,695	1,271,386	(43,309)	UTILITIES FRANCHISE TAX	1,303,355	1,271,386	(31,969)
277,425	307,390	29,965	OTHER TAXES	279,695	307,390	27,695
5,694,715	5,531,913	(162,802)	SUBTOTAL TAXES	5,348,779	5,531,913	183,134
390,948	517,262	126,315	LICENSES, PERMITS & FEES	437,108	517,262	80,154
175,633	158,059	(17,574)	MISCELLANEOUS	149,010	158,059	9,049
37,316	42,578	5,262	AQUATICS	35,315	42,578	7,263
15,883	10,726	(5,157)	ANIMAL CONTROL	9,172	10,726	1,554
6,314,495	6,260,539	(53,956)	TOTAL REVENUES	5,979,384	6,260,539	281,155
1,560,287	1,717,712	157,425	TRANSFERS-IN	1,877,033	1,717,712	(159,321)
302,695	154,125	(148,570)	INTERLOCAL AGREEMENTS	144,559	154,125	9,566
8,177,478	8,132,376	(45,102)	TOTAL OP RESOURCES	8,000,976	8,132,376	131,400

(1) Approximately 96% of property tax revenue is collected in the first quarter. A portion is deferred to cover operating expenditures later in the year.

(2) Reflects October 2014 to March 2015 sales tax collected in December 2014 to May 2015.

EXHIBIT B

TOTAL USES OF OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY14	ACT FY15	VARIANCE		BUD FY15	ACT FY15	VARIANCE
EXPENDITURES						
7,124,192	6,915,606	208,586	OPERATING DEPTS	7,307,663	6,915,606	392,058
225,324	183,249	42,075	NON-DEPT DIRECT	155,674	183,249	(27,575)
24,014	24,488	(475)	NON-DEPT MISC (3)	21,868	24,488	(2,620)
7,373,529	7,123,343	250,186	TOTAL EXPENDITURES	7,485,205	7,123,343	361,862
314,622	269,923	44,700	TRANSFERS-OUT	323,583	269,923	53,661
7,688,151	7,393,265	294,886	TOTAL USES OP RESOURCES	7,808,788	7,393,265	415,523

(3) Excludes uncollectible accounts.

**GENERAL FUND
2ND QUARTER PERFORMANCE**



EXHIBIT C

NET REVENUES

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY14	ACT FY15	VARIANCE		BUD FY15	ACT FY15	VARIANCE
8,177,478	8,132,376	(45,102)	TOTAL OP RESOURCES	8,000,976	8,132,376	131,400
7,688,151	7,393,265	294,886	TOTAL USES OP RESOURCES	7,808,788	7,393,265	415,523
489,326	739,110	249,784	NET REVENUES	192,188	739,110	546,923

EXHIBIT D

UNRESTRICTED FUND BALANCE

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY14	ACT FY15	VARIANCE		BUD FY15	ACT FY15	VARIANCE
3,574,960	3,720,802	145,841	BEGINNING BALANCE	3,720,802	3,720,802	0
489,326	739,110	249,784	NET REVENUES	192,188	739,110	546,923
0	0	0	NON-BUDGET/CAFR ADJS	0	0	0
4,064,287	4,459,912	395,626	ENDING BALANCE	3,912,990	4,459,912	546,923

EXHIBIT E

DAYS COVERAGE

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY14	ACT FY15	VARIANCE		BUD FY15	ACT FY15	VARIANCE
CALCULATION						
6,314,495	6,260,539	(53,956)	REVENUES	5,979,384	6,260,539	281,155
302,695	154,125	(148,570)	INTERLOCAL AGREEMENTS	144,559	154,125	9,566
6,617,190	6,414,664	(202,527)	TOTAL RESOURCES	6,123,943	6,414,664	290,720
36,259	35,149	(1,110)	RESOURCES PER DAY (365) (4)	33,556	35,149	1,593
4,064,287	4,459,912	395,626	ACTUAL RESERVES	3,912,990	4,459,912	546,923
3,263,272	3,163,396	(99,876)	90-DAY POLICY	3,020,027	3,163,396	143,369
801,015	1,296,517	495,502	EXCESS/(SHORTFALL)	892,963	1,296,517	403,554
112	127	15	DAYS COVERAGE	117	127	10

(4) Annualized

**GENERAL FUND
2ND QUARTER PERFORMANCE**



EXHIBIT F

DEPARTMENT EXPENDITURES BY CATEGORY

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY14	ACT FY15	VARIANCE	EXPENSE CATEGORY	BUD FY15	ACT FY15	VARIANCE
4,970,301	4,747,742	222,558	PERSONNEL	4,967,824	4,747,742	220,082
437,758	352,831	84,927	SUPPLIES	444,732	352,831	91,901
400,010	457,166	(57,156)	MAINTENANCE	478,389	457,166	21,223
920,672	927,037	(6,365)	SERVICES	947,106	927,037	20,069
29,829	48,395	(18,566)	CAPITAL	11,500	48,395	(36,895)
365,623	382,435	(16,813)	SUNDRY	458,112	382,435	75,677
7,124,192	6,915,606	208,586	TOTAL	7,307,663	6,915,606	392,058

EXHIBIT G

DEPARTMENT EXPENDITURES BY DEPARTMENT

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY14	ACT FY15	VARIANCE	DEPARTMENT	BUD FY15	ACT FY15	VARIANCE
493,694	498,993	(5,299)	DEPT 121 - ADMINISTRATION	584,032	498,993	85,038
164,146	213,624	(49,477)	DEPT 122 - DEVELOPMENT SERVICES	176,739	213,624	(36,884)
76,867	75,308	1,559	DEPT 123 - HUMAN RESOURCES	92,093	75,308	16,785
51,051	50,336	715	DEPT 125 - MAIN STREET	51,617	50,336	1,281
306,736	279,478	27,258	DEPT 131 - MAINTENANCE	317,000	279,478	37,522
447,824	478,665	(30,841)	DEPT 133 - FINANCE	492,453	478,665	13,788
132,491	127,052	5,439	DEPT 135 - PURCHASING/WAREHOUSE	128,612	127,052	1,560
637,325	708,670	(71,345)	DEPT 141 - STREETS	737,362	708,670	28,692
482,387	461,013	21,374	DEPT 144 - PARKS	489,649	461,013	28,636
195,996	187,121	8,875	DEPT 146 - LIBRARY	194,951	187,121	7,830
44,304	47,111	(2,807)	DEPT 148 - AIRPORT	48,328	47,111	1,217
81,899	128,693	(46,794)	DEPT 049 - COMMUNITY PRGRMS/MKTING	136,435	128,693	7,742
254,242	273,525	(19,283)	DEPT 149 - AQUATICS	282,039	273,525	8,514
177,542	210,270	(32,728)	DEPT 050 - CITY COMMUNICATIONS	200,763	210,270	(9,507)
441,332	0	441,332	DEPT 150 - COMMUNICATIONS	0	0	0
1,727,344	1,768,643	(41,299)	DEPT 151 - POLICE	1,857,151	1,768,643	88,508
750,466	753,237	(2,771)	DEPT 152 - FIRE	787,804	753,237	34,567
139,160	140,331	(1,171)	DEPT 154 - ANIMAL SHELTER/CONTROL	157,399	140,331	17,067
182,883	189,973	(7,090)	DEPT 155 - MUNICIPAL COURT	194,087	189,973	4,114
84,669	78,776	5,894	DEPT 167 - GENERAL GOV'T SERVICES	82,027	78,776	3,252
251,833	244,785	7,048	DEPT 172 - INFO TECHNOLOGY	297,122	244,785	52,337
7,124,192	6,915,606	208,586	TOTAL	7,307,663	6,915,606	392,058

**ELECTRIC FUND
FINANCIAL STATEMENT
FOR PERIOD ENDING (SELECT MONTH)
MAR 15**

	MONTH			YEAR-TO-DATE			VAR FAV/(UNFAV)		
	PY ACT MAR 14	BUDGET MAR 15	CY ACT MAR 15	PY ACT MAR 14	BUDGET MAR 15	CY ACT MAR 15	CY ACT VS PR ACT	CY ACT VS BUDGET	CY ACT VS BUDGET
FUNDING RESOURCES FROM CURRENT OPERATIONS									
REVENUES									
DISTRIBUTION REVENUES	\$ 550,456	\$ 541,820	\$ 541,476	\$ (8,980)	\$ (344)	\$ 3,138,198	\$ (18,776)	\$ 7,980	
ENERGY REVENUES NET OVER COLLECTIONS (TO RECOVER ELECTRIC PURCHASE COSTS)	1,478,304	1,431,566	1,346,401	(131,903)	(85,164)	8,480,523	(724,567)	210,509	
- LCRA RATE REFUND	0	0	0	0	0	0	0	0	
TOTAL REVENUES	2,028,760	1,973,385	1,887,877	(140,883)	(85,508)	11,618,722	(743,343)	218,489	
TRANSFERS-IN (FOR SHARED SERVICES)	41,870	44,347	44,145	2,275	(202)	300,203	32,948	(33,618)	
TOTAL FUNDING RESOURCES	2,070,630	2,017,733	1,932,022	(138,608)	(85,710)	11,918,925	(710,395)	184,871	
USES OF FUNDING RESOURCES BEFORE CAPITAL REQUIREMENTS									
OPERATING EXPENDITURES									
DEPARTMENT EXPENDITURES (DEPTS 100, 110, 132, 160 & 161)									
- PERSONNEL & BENEFITS	144,083	161,883	156,098	(12,015)	5,785	935,383	(80,511)	45,631	
- SUPPLIES (FUEL, COMPUTERS, ETC)	11,231	12,209	18,623	(7,392)	(6,414)	76,126	(2,525)	5,837	
- MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	9,610	5,795	6,152	3,458	(357)	40,235	1,595	(3,420)	
- SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	18,600	15,598	7,862	10,738	7,735	102,761	(6,605)	24,441	
- NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	2,221	200	200	2,021	0	35,317	(7,663)	(16,917)	
- SUNDRY (UNCOLLECTIBLE ACTS, TRAVEL, CRED CARD FEES, ETC)	4,863	3,568	2,540	2,323	1,028	39,736	5,385	1,666	
TOTAL DEPARTMENT EXPENDITURES	190,609	199,257	191,476	(866)	7,777	1,229,558	(90,323)	57,238	
FRANCHISE FEE (7% UTILITY REVENUES)	134,065	130,554	125,078	8,987	5,476	829,366	12,637	16,584	
ENERGY PURCHASE COSTS (LCRA)	1,838,027	1,401,724	1,547,089	290,937	(145,366)	8,465,126	1,116,958	(213,458)	
TRANSFERS TO GENERAL FUND (FOR SHARED SERVICES)	112,565	138,379	127,526	(14,961)	10,853	839,840	(14,103)	86,261	
TRANSFERS TO CENTRAL FLEET	0	0	0	0	0	0	0	0	
TOTAL OPERATING EXPENDITURES	2,275,266	1,869,910	1,991,169	284,097	(121,259)	11,310,514	1,025,169	(53,375)	
DEBT SERVICE	797	797	797	(0)	(0)	4,782	5,579	(797)	
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQUIREMENTS	2,276,063	1,870,707	1,991,966	284,097	(121,259)	11,315,296	1,025,169	(54,172)	
NET FUNDING RESOURCES BEFORE CAPITAL REQUIREMENTS									
DISTRIBUTION NET REVENUES	154,290	117,184	140,745	(13,545)	23,561	534,058	(77,617)	133,647	
GENERATION NET REVENUES	(359,722)	29,842	(200,689)	159,034	(230,530)	18,346	392,390	(2,949)	
TOTAL NET FUNDING RESOURCES BEFORE CAPITAL REQUIREMENTS	(205,433)	147,026	(59,944)	145,489	(206,970)	549,456	314,774	130,698	
CAPITAL FUNDING REQUIREMENTS									
NET FUNDING RESOURCES ABOVE/(BELOW) CAPITAL REQUIREMENTS	33,177	141,042	58,673	(25,495)	82,369	312,384	(62,454)	321,516	
RESERVE ESTIMATE	(238,610)	5,984	(118,616)	119,994	(124,601)	237,072	252,319	452,215	
BEGINNING BALANCE (BEGINNING ON A WORKING CAPITAL BASIS, OCT 1)	\$ 7,530,759	\$ 7,219,263	\$ 7,309,928	\$ (220,830)	\$ 90,665	\$ 6,418,770	\$ (888,626)	\$ 0	
NET FUNDING RESOURCES ABOVE/(BELOW) CAPITAL REQUIREMENTS	(238,610)	5,984	(118,616)	119,994	(124,601)	237,072	252,319	452,215	
ENDING BALANCE	\$ 7,292,149	\$ 7,225,247	\$ 7,191,312	\$ (100,837)	\$ (33,935)	\$ 6,655,842	\$ (636,307)	\$ 452,215	
60-DAY RESERVE CALC (TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL/365 X 60)	\$ 4,489,768	\$ 3,690,161	\$ 3,929,357	\$ 560,411	\$ (239,197)	\$ 3,737,908	\$ 337,042	\$ 337,042	
ELECTRIC CONSUMPTION (IN KWH)	20,646,409	20,335,090	20,713,612	67,203	378,522	132,050,954	(2,131,988)	65,228	
- PRICE PER KWH SOLD (EXCLUDES CUSTOMER CHARGE)	\$ 0.0878	\$ 0.0862	\$ 0.0813	\$ (0.0065)	\$ (0.0049)	\$ 0.0850	\$ 0.0007	\$ (0.0013)	
ELECTRIC PURCHASES (IN KWH)	22,235,287	21,104,906	22,502,348	(267,061)	(1,397,442)	135,839,322	792,765	(6,686,002)	
- PRICE PER KWH PURCHASED (INCLUDES TRANSMISSION & ERCOT FEES)	\$ 0.0827	\$ 0.0664	\$ 0.0688	\$ 0.0139	\$ (0.0023)	\$ 0.0623	\$ 0.0078	\$ 0.0016	

**WATER FUND
FINANCIAL STATEMENT
FOR PERIOD ENDING (SELECT MONTH)
MAR 15**

	MONTH		VAR FAV/(UNFAV)		YEAR-TO-DATE		VAR FAV/(UNFAV)	
	PY ACT MAR 14	BUDGET MAR 15	CY ACT MAR 15	VS PR ACT VS BUDGET	PY ACT MAR 14	BUDGET MAR 15	CY ACT MAR 15	CY ACT VS PR ACT VS BUDGET
FUNDING RESOURCES FROM CURRENT OPERATIONS								
REVENUES								
UTILITY REVENUES	\$ 2,447,791	\$ 253,800	\$ 238,882	\$ (5,910)	\$ 1,676,919	\$ 1,754,862	\$ 1,800,312	\$ 123,393
TRANSFERS-IN	0	0	0	0	0	19,800	19,800	19,800
TOTAL FUNDING RESOURCES	2,447,791	253,800	238,882	(5,910)	1,676,919	1,774,662	1,820,112	143,193
USES OF FUNDING RESOURCES BEFORE CAPITAL REQUIREMENTS								
OPERATING EXPENDITURES								
DEPARTMENT EXPENDITURES (DEPTS 100, 110, 163, 164)								
- PERSONNEL & BENEFITS	53,333	56,212	47,493	5,839	322,381	337,833	300,598	21,782
- SUPPLIES (FUEL, COMPUTERS, ETC)	8,376	38,675	39,802	(1,128)	101,230	129,554	123,398	(22,168)
- MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	37,031	16,099	25,499	11,532	109,102	87,119	97,490	11,612
- SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	43,381	54,861	17,777	25,604	150,365	170,644	127,423	22,943
- NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	22,929	0	0	22,929	61,097	10,553	10,462	50,635
- SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	1,593	2,200	3,077	(1,484)	24,806	9,866	13,849	10,957
TOTAL DEPARTMENT EXPENDITURES	166,643	168,046	133,648	32,995	768,981	745,569	673,220	95,761
FRANCHISE FEE (7% UTILITY REVENUES)	16,405	17,043	15,904	501	113,818	119,001	122,182	(8,364)
PURCHASE COSTS (BRAZOS RIVER AUTHORITY 4200 ACRE FEET)	22,978	24,325	24,325	(1,348)	137,865	145,950	145,950	(8,085)
TRANSFERS TO GENERAL FUND (FOR SHARED SERVICES)	19,178	26,549	24,543	(5,365)	153,678	174,380	151,333	2,345
TRANSFERS TO ELECTRIC FUND (FOR SHARED SERVICES)	12,079	16,332	16,071	(3,992)	77,174	116,413	103,780	(26,606)
TRANSFERS TO FLEET	0	0	0	0	0	0	0	0
TOTAL OPERATING EXPENDITURES	237,282	252,296	214,491	22,791	1,251,516	1,301,313	1,196,465	55,051
DEBT SERVICE (PRO-FORMA)	92,206	68,257	68,195	24,011	553,512	409,544	409,447	144,066
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQUIREMENTS	329,489	320,553	282,686	46,802	1,805,028	1,710,857	1,605,911	199,117
NET FUNDING RESOURCES BEFORE CAPITAL REQUIREMENTS	(84,697)	(66,753)	(43,805)	40,893	(128,110)	63,804	214,200	342,310
CAPITAL FUNDING REQUIREMENTS	39,167	85,750	3,062	36,105	554,400	226,500	159,736	394,664
NET FUNDING RESOURCES ABOVE/(BELOW) CAPITAL REQUIREMENTS	\$ (123,865)	\$ (152,503)	\$ (46,867)	\$ 76,998	\$ (682,510)	\$ (162,696)	\$ 54,464	\$ 736,974
RESERVE ESTIMATE								
BEGINNING BALANCE (BEGINNING ON A WORKING CAPITAL BASIS)	\$ 1,602,667	\$ 2,116,178	\$ 2,227,701	\$ 625,034	\$ 2,161,312	\$ 2,126,370	\$ 2,126,370	\$ (34,942)
NET FUNDING RESOURCES ABOVE/(BELOW) CAPITAL REQUIREMENTS	(123,865)	(152,503)	(46,867)	76,998	(682,510)	(162,696)	54,464	736,974
BOND PROCEEDS RELEASED FROM RESTRICTED CASH	0	0	0	0	0	0	0	0
ENDING BALANCE	\$ 1,478,802	\$ 1,963,674	\$ 2,180,834	\$ 702,032	\$ 1,478,802	\$ 1,963,674	\$ 2,180,834	\$ 702,032
60-DAY RESERVE CALC	\$ 649,950	\$ 632,324	\$ 557,628	\$ 92,322	\$ 593,434	\$ 562,474	\$ 527,971	\$ 65,463
BILLED WATER CONSUMPTION (IN GALLONS)	44,843,700	46,577,461	43,047,100	(1,796,600)	319,342,100	333,498,678	341,573,500	22,231,400

**WASTEWATER FUND
FINANCIAL STATEMENT
FOR PERIOD ENDING (SELECT MONTH)
MAR 15**

	MONTH		VAR FAV/(UNFAV)		YEAR-TO-DATE		VAR FAV/(UNFAV)	
	PY ACT MAR 14	BUDGET MAR 15	CY ACT MAR 15	VS PR ACT	PY ACT MAR 14	BUDGET MAR 15	CY ACT MAR 15	VS PR ACT
FUNDING RESOURCES FROM CURRENT OPERATIONS								
REVENUES								
UTILITY REVENUES	\$ 284,798	\$ 285,559	\$ 309,033	\$ 24,235	\$ 1,778,999	\$ 1,789,134	\$ 1,843,721	\$ 64,721
TRANSFERS-IN	0	0	0	0	0	9,700	9,700	9,700
TOTAL FUNDING RESOURCES	284,798	285,559	309,033	24,235	1,778,999	1,798,834	1,853,421	74,421
USES OF FUNDING RESOURCES BEFORE CAPITAL REQUIREMENTS								
OPERATING EXPENDITURES								
DEPARTMENT EXPENDITURES (DEPTS 100, 110, 165, 166)								
- PERSONNEL & BENEFITS	42,606	42,882	35,427	7,179	256,915	258,759	225,546	31,369
- SUPPLIES (FUEL, COMPUTERS, ETC)	11,487	11,393	4,551	6,936	60,407	73,426	53,183	7,224
- MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	3,324	14,161	19,915	(16,590)	66,443	87,841	89,776	(23,332)
- SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	52,013	47,290	55,360	(3,347)	257,505	252,567	263,898	(6,392)
- NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	0	0	0	0	0	2,000	0	0
- SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	333	0	1,106	(773)	20,844	19,900	22,781	(1,937)
TOTAL DEPARTMENT EXPENDITURES	109,764	115,726	116,359	(6,595)	662,114	694,493	655,183	6,931
FRANCHISE FEE (7% UTILITY REVENUES)	19,235	19,298	19,865	(630)	120,635	121,019	121,282	(647)
TRANSFERS TO GENERAL FUND (FOR SHARED SERVICES)	18,930	26,207	24,226	(5,296)	151,694	172,131	149,381	2,313
TRANSFERS TO ELECTRIC FUND (FOR SHARED SERVICES)	12,017	8,873	8,699	3,318	76,774	63,246	56,175	20,599
TRANSFERS TO FLEET FUND	0	0	0	0	0	0	0	0
TOTAL OPERATING EXPENDITURES	159,946	170,103	169,149	(9,203)	1,011,217	1,050,889	982,021	29,196
DEBT SERVICE (PRO-FORMA)	100,630	112,232	111,693	(11,063)	604,097	673,394	670,476	(66,380)
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQUIREMENTS	260,576	282,336	280,842	(20,266)	1,615,314	1,724,283	1,652,498	(37,184)
NET FUNDING RESOURCES BEFORE CAPITAL REQUIREMENTS	24,222	3,223	28,191	3,969	163,686	74,550	200,923	37,237
CAPITAL FUNDING REQUIREMENTS	9,979	2,334	416	9,564	13,223	10,000	14,072	(849)
NET FUNDING RESOURCES ABOVE/(BELOW) CAPITAL REQUIREMENTS	\$ 14,242	\$ 889	\$ 27,775	\$ 13,533	\$ 150,463	\$ 64,550	\$ 186,851	\$ 36,389
RESERVE ESTIMATE								
BEGINNING BALANCE (BEGINNING ON A WORKING CAPITAL BASIS)	\$ 687,432	\$ 552,544	\$ 647,959	\$ 39,473	\$ 551,212	\$ 488,883	\$ 488,883	\$ (62,329)
NET FUNDING RESOURCES ABOVE/(BELOW) CAPITAL REQUIREMENTS	14,242	889	27,775	13,533	150,463	64,550	186,851	36,389
ENDING BALANCE	\$ 701,675	\$ 553,433	\$ 675,734	\$ (25,940)	\$ 701,675	\$ 553,433	\$ 675,734	\$ (25,940)
60-DAY RESERVE CALC	\$ 514,013	\$ 556,936	\$ 553,989	\$ 39,976	\$ 531,062	\$ 566,888	\$ 543,287	\$ 12,225

**SANITATION FUND
FINANCIAL STATEMENT
FOR PERIOD ENDING (SELECT MONTH)**

MAR 15

	MONTH			VAR FAV/(UNFAV)			YEAR-TO-DATE			VAR FAV/(UNFAV)		
	PY ACT MAR 14	BUDGET MAR 15	CY ACT MAR 15	CY ACT VS PR ACT	CY ACT VS BUDGET	CY ACT VS BUDGET	PY ACT MAR 14	BUDGET MAR 15	CY ACT MAR 15	CY ACT VS PR ACT	CY ACT VS BUDGET	CY ACT VS BUDGET
\$	78,088	81,683	86,188	8,100	4,506	4,506	462,800	489,998	479,759	16,958	(10,240)	(10,240)
	44,381	41,993	32,955	(11,426)	(9,038)	(9,038)	193,268	222,903	198,193	4,925	(24,710)	(24,710)
	8,131	9,587	7,203	(928)	(2,383)	(2,383)	54,443	57,509	58,590	4,148	1,081	1,081
	81,754	80,425	80,555	(1,199)	131	131	553,597	559,583	560,374	6,778	791	791
	212,355	213,687	206,902	(5,453)	(6,785)	(6,785)	1,264,108	1,329,994	1,295,916	32,809	(33,077)	(33,077)
	0	0	0	0	0	0	0	27,600	27,600	27,600	0	0
	212,355	213,687	206,902	(5,453)	(6,785)	(6,785)	1,264,108	1,357,594	1,324,516	60,409	(33,077)	(33,077)

FUNDING RESOURCES FROM CURRENT OPERATIONS

REVENUES	
TRANSFER STATION	
COLLECTION STATION	
RECYCLING CENTER	
RESIDENTIAL COLLECTION (NET TCW)	
TOTAL REVENUE	
TRANSFERS-IN	
TOTAL FUNDING RESOURCES	

USES OF FUNDING RESOURCES BEFORE CAPITAL REQUIREMENTS

OPERATING EXPENDITURES	
DEPARTMENT EXPENDITURES (DEPTS 100, 110, 042, 043, 140, 142)	
- PERSONNEL & BENEFITS	
- SUPPLIES (FUEL, COMPUTERS, ETC)	
- MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	
- SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	
- NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	
- SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	
TOTAL DEPARTMENT EXPENDITURES	
FRANCHISE FEE (7% UTILITY REVENUES)	
TRANSFERS TO GENERAL FUND (FOR SHARED SERVICES)	
TRANSFERS TO ELECTRIC FUND (FOR SHARED SERVICES)	
TOTAL OPERATING EXPENDITURES	
DEBT SERVICE	
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQUIREMENTS	
NET FUNDING RESOURCES BEFORE CAPITAL REQUIREMENTS	
CAPITAL FUNDING REQUIREMENTS	
NET FUNDING RESOURCES ABOVE/(BELOW) CAPITAL REQUIREMENTS	

RESERVE ESTIMATE

BEGINNING BALANCE (BEGINNING ON A WORKING CAPITAL BASIS)	
NET FUNDING RESOURCES ABOVE/(BELOW) CAPITAL REQUIREMENTS	
ENDING BALANCE	
60-DAY RESERVE CALC	



AGENDA ITEM 7

DATE OF MEETING: June 25, 2015	DATE SUBMITTED: June 22, 2015		
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Stacy Hardy		
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING	
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING	
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION	
	<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon An Audit Engagement Letter from Seidel, Schroeder to Perform An Audit for Fiscal Year Ending September 30, 2015 and Authorize the Mayor to Execute any Necessary Documentation.			
SUMMARY STATEMENT: Attached is the proposed audit engagement letter from Seidel, Schroeder for the fiscal year ending September 30, 2015, with the audit fee range of \$43,000 to \$45,000. In comparing this fee with prior years, the following information is provided:			
<u>Fiscal Year Ending</u>	<u>Audit Fee Range</u>	<u>\$ Increase</u>	<u>% Increase</u>
09/30/2012	41,000 to 43,000	-	-
09/30/2013	41,800 to 43,800	800	1.86%
09/30/2014	42,000 to 44,000	200	.46%
09/30/2015	43,000 to 45,000	1,000	2.27%
<p>You will notice that the annual audit fee includes an increase of \$1,000 which can be attributed to increased procedures related to the City's adoption of GASB 68 for pensions. With the implementation of this statement, the auditor must expand procedures pertaining to the amounts now recorded in the financial statements. These additional procedures include reviewing the report on internal controls for the plan (SOC-1), assessing the City's implementation of the user control considerations in that report, testing the census data submitted to the actuary for accuracy, and testing the recording and allocation of the pension liability in the fund and government-wide financial statements, including the initial adjustments necessary in the year of adoption.</p> <p>All other terms of the engagement and services provided are in line with prior years.</p>			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			

ATTACHMENTS: (1) Audit Engagement Letter from Seidel Schroeder

FUNDING SOURCE (Where Applicable): Finance Department Budget – Audits & Consultants Account

RECOMMENDED ACTION: Approve the audit engagement letter from Seidel Schroeder to perform an audit for the fiscal year ending September 30, 2015 and authorize the Mayor to execute any necessary documentation.

APPROVALS: Carolyn D. Miller

June 3, 2015

To The City Council of the
City of Brenham, Texas

We are pleased to confirm our understanding of the services we are to provide for the City of Brenham, Texas for the year ended September 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Brenham, Texas, as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Brenham's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Brenham's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principals and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules of funding progress

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Brenham's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1. Combining and individual nonmajor fund financial statements
2. Analysis and budgetary comparison information – Governmental Funds and Blended Component Unit
3. Schedules within the reports for management

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory section
2. Statistical data

Audit Objectives

The objective of our audit is the expression of an opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Brenham and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Brenham's financial statements. Our report will be addressed to The City Council of the City of Brenham. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Governmental Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Brenham is subject to an audit requirement that is not encompassed in the

terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Governmental Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Brenham’s compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud, and noncompliance with provisions of laws, regulations, contracts or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will require that all schedules and reports to be provided by management are complete and available to us prior to the beginning of fieldwork. We will provide copies of our reports to Council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Seidel Schroeder and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant, grantor agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such requests. If requested, access to such audit documentation will be provided under the supervision of Seidel Schroeder personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the parties listed in the above paragraph. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit planning process during October, 2015, audit fieldwork beginning in November, 2015 and to issue our reports no later than March 1, 2016. Michele Kohring Kwiatkowski is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs; except that we agree that our total audit fee will range from \$43,000 to \$45,000. The above fee is based on your staff preparing the financial statements, notes, other supplementary information, and anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Brenham, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

SEIDEL SCHROEDER

By: 
Michele Kohring Kwiatkowski, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Brenham, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



AGENDA ITEM 8

DATE OF MEETING: June 25, 2015	DATE SUBMITTED: June 22, 2015							
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle							
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:						
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING						
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING						
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION						
<input type="checkbox"/> WORK SESSION								
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Bid No. 15-007 for Bulk Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation.								
<p>SUMMARY STATEMENT: The City of Brenham solicited bids for a one (1) year supply of Caustic Soda to be delivered to the Brenham Water Treatment Plant. The contract will be for one (1) year with firm bid pricing allowing two (2) one-year renewals. The contract would be effective beginning the date of award by Council.</p> <p>On May 27, 2015 we received and opened 6 bids. Staff recommends awarding the bid to the following vendor.</p> <table style="margin-left: auto; margin-right: auto; border: none;"> <thead> <tr> <th style="text-align: center; padding: 5px;"><u>Vendor</u></th> <th style="text-align: center; padding: 5px;"><u>Price/ton</u></th> <th style="text-align: center; padding: 5px;"><u>2014 Price</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">Univar</td> <td style="text-align: center; padding: 5px;">\$190.00/liq. ton</td> <td style="text-align: center; padding: 5px;">\$251.80/dry ton</td> </tr> </tbody> </table> <p>Estimated total amount of Caustic Soda is 300 tons. The lower prices will save the city over \$18,500/year.</p> <p>Univar is a new vendor to the city. The purchasing department performed its due diligence and determined that the company offered a good product at a low cost to the city, provided excellent customer support, and was financially stable.</p>			<u>Vendor</u>	<u>Price/ton</u>	<u>2014 Price</u>	Univar	\$190.00/liq. ton	\$251.80/dry ton
<u>Vendor</u>	<u>Price/ton</u>	<u>2014 Price</u>						
Univar	\$190.00/liq. ton	\$251.80/dry ton						
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):								
<p>A. PROS: Lower prices than previous year.</p> <p>B. CONS:</p>								
ALTERNATIVES (In Suggested Order of Staff Preference):								
ATTACHMENTS: (1) Bid Information and Tabulation Sheet								
FUNDING SOURCE (Where Applicable.): 104-5-163-201.00								
RECOMMENDED ACTION: Approve Bid No. 15-007 for bulk water treatment chemicals and award an annual contract to Univar in the amount of \$190.00 per liquid ton and authorize the Mayor to execute any necessary documentation.								
APPROVALS: Terry K. Roberts								



Bid Information Sheet

May 27, 2015

Bid No. 15-007

For: Water Chemicals

Purchase not to exceed budgeted funds.

Number of completed bids returned to Purchasing: 6



BID TABULATION			
WATER CHEMICALS			
BID NO. 15-007			
	Estimated	Caustic	Estimated
	Quantity	Soda	Caustic
Vendor	(Tons)	Per Liq. Ton	Soda
Chemtrade	300	235.00	70,500.00
Univar	300	190.00	57,000.00
Geo Specialty Chem.	300	No Bid	
FSTI	300	234.00	70,200.00
DXI	300	242.60	72,780.00
Brenntag	300	202.89	60,867.00



AGENDA ITEM 9

DATE OF MEETING: June 25, 2015	DATE SUBMITTED: June 22, 2015	
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle	
MEETING TYPE: <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SPECIAL <input type="checkbox"/> EXECUTIVE SESSION	CLASSIFICATION: <input type="checkbox"/> PUBLIC HEARING <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> WORK SESSION	ORDINANCE: <input type="checkbox"/> 1 ST READING <input type="checkbox"/> 2 ND READING <input type="checkbox"/> RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Final One-Year Extension of Two (2) Contracts, in Accordance with Bid No. 13-007, for Bulk Water and Wastewater Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation.		
SUMMARY STATEMENT: In 2013 the City of Brenham solicited bids for a one (1) year supply of bulk water and wastewater treatment chemicals to be delivered to the Brenham Water and Wastewater Plants. The contracts were awarded to Brenntag Southwest for the purchase of Liquid Alum Sulfate and to DXI Industries for the purchase of Chlorine. The original contracts allowed for two (2) one-year renewals. The service provided by the vendors has been very good and each has agreed to extend their contract for the final renewal of one year at the current prices. Operations staff and purchasing agree that the extension of these contracts would be a good value for the City of Brenham and recommend approval of the extensions. Estimated total amount of Liquid Aluminum Sulfate used per year is 350 dry tons and Chlorine, 162,000 lbs		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: No price increase from previous year. B. CONS: None		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable): 104-5-163-101.00 / 105-5-166-201.11		
RECOMMENDED ACTION: Approve final one-year extension of two (2) contracts, in accordance with Bid No. 13-007 to Brenntag Southwest for Liquid Aluminum Sulfate in the amount of \$194.45/dry ton, and DXI Inc. for Chlorine in the amount of \$0.26525 per pound and authorize the Mayor to execute any necessary documentation.		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 10

DATE OF MEETING: June 25, 2015		DATE SUBMITTED: June 16, 2015	
DEPT. OF ORIGIN: Airport		SUBMITTED BY: Kim Hodde	
MEETING TYPE:		CLASSIFICATION:	
<input checked="" type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input checked="" type="checkbox"/> REGULAR	
		<input type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1ST READING			
<input type="checkbox"/> 2ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Contract for Fixed Base Operator at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: The Fixed Base Operator (FBO) contract will expire on September 1, 2015. The original contract with Southern Flyer, Inc. was for a term of five (5) years beginning in 2000 with an option for up to a ten (10) year extension. In 2005, the contract was extended for an additional ten (ten) years. Jack Hess, President of Southern Flyer, Inc. has indicated that he would be willing to extend the contract for an additional ten (10) years. Jack and Janet Hess have been and continue to be an asset to the Brenham Municipal Airport. Over the last fifteen (15) years, the airport has grown to become an important asset and economic development tool for the City and staff believes that Mr. and Mrs. Hess are a major reason for that growth. The only modification to the contract is the fuel flowage fee for Jet-A Fuel will increase from four (4) cents per gallon to eight (8) cents per gallon. This increase was recommended by Mr. Hess.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Amendment to Contract for Fixed Base Operator			
FUNDING SOURCE (Where Applicable): Not Applicable			
RECOMMENDED ACTION: Approve a contract with Southern Flyer, Inc. as the Fixed Base Operator at the Brenham Municipal Airport commencing on the 1 st day of September, 2015 and ending on the 31 st day of August, 2025 and authorize the Mayor to execute any necessary documentation			
APPROVALS: Terry K. Roberts			

C. That Paragraph 2 of Exhibit "A" of the Contract shall be amended, effective September 1, 2015, to read as follows:

2. pay to the City a fuel flowage fee of four (4) cents per gallon of Avgas, and a fuel flowage fee of eight (8) cents per gallon of Jet-A fuel.

This Second Amendment shall prevail over any provision or term contained in the Contract dated August 3, 2000 and effective September 1, 2000, as amended, to the extent said Contract may be inconsistent with the terms of this Second Amendment. This Second Amendment is agreed to and accepted by both parties to the Contract, and shall be effective beginning September 1, 2015.

EXECUTED this ____ day of _____, 2015.

CITY OF BRENHAM, TEXAS

SOUTHERN FLYER, INC.

Hon. Milton Y. Tate, Jr.
Mayor

Jack Hess
President, Southern Flyer Inc.

ATTEST:

Jeana Bellinger, TRM
City Secretary



AGENDA ITEM 11

DATE OF MEETING: 6/25/2015	DATE SUBMITTED: 6/18/15	
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 Bid No. 15-008 for Gasoline and Diesel Fuel for the City of Brenham's Vehicle and Equipment Fleet and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: On June 9, 2015 the City of Brenham opened bids regarding bulk fuel and fleet fueling services. There were two bid packets sent out and one packet received. The bid packet received was from Alexander Oil in Brenham, TX. Bid specifications were based off of the lowest profit margin per gallon above the average OPIS (Oil Price Information Service). Alexander Oil provided the only bid with \$0.12 per gallon above the OPIS for regular unleaded, medium grade unleaded, premium grade unleaded and No. 2 clear diesel. The bid of \$0.20 per gallon above the OPIS was for No. 2 dyed diesel. This profit margin has remained the same from the prior 2012 bid. Alexander Oil provides the City of Brenham a location to fuel up fleet vehicles along with supplying numerous departments' bulk fuel at their desired location for items such as generators, bulk storage tanks and the tub grinder. They also provide a secondary location for times when the main location is being worked on or temporarily out of service. This location is the Brenham Food Stop on Prairie Lea St. We would like to ask council to award the bid to Alexander Oil based off of the bid information sheet.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Same vendor, great service		
B. CONS: Only one bid		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Bid Information Sheet		
FUNDING SOURCE (Where Applicable): City Departmental Fuel Budgets		

RECOMMENDED ACTION: Award Bid No. 15-008 for gasoline and diesel fuel for the City's vehicle and equipment fleet to Alexander Oil and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts



Bid Information Sheet

June 9, 2015

IFB 15-008

For: Contract for Fleet Fueling Services

Account to be charged: 202.00

Amount Budgeted: Funds are provided in each Department's operating budget; purchase not to exceed budgeted funds.

Number of bidders sent bid packet: 2

Number of completed bids returned to Purchasing: 1



BID TABULATION

CONTRACT FOR FLEET FUELING SERVICES
IFB 15-008

BIDDER	REGULAR UNLEADED	MED. GRADE UNLEADED	PREM. GRADE UNLEADED	NO. 2 CLEAR DIESEL	NO. 2 DYED DIESEL
Alexander Oil Brenham, TX	0.12	0.12	0.12	0.12	0.20

NOTE: The bid is for the company's profit margin per gallon above the average OPIS (Oil Price Information Service) price from the Houston/Hearne Rack price.

Alexander Oil is our current supplier.

NOTE: A bid packet was also mailed to Bluebonnet Petroleum, Brenham, TX. They did not respond to our invitation to bid.



AGENDA ITEM 12

DATE OF MEETING: June 25, 2015	DATE SUBMITTED: June 15, 2015
DEPT. OF ORIGIN: Main Street	SUBMITTED BY: Wende Ragonis

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Modifications to the Temporary License Agreement with Texas Ninety -Six West, LLC for the Construction of a Parklet on S. Baylor Street in Downtown Brenham and Authorize the Mayor to Execute Any Necessary Documentation.

SUMMARY STATEMENT: Staff presented the temporary license to encroach for Ninety-Six West at the May 21, 2015 Council meeting. During that meeting, Council approved the temporary license as presented. Ninety-Six West located at 103 S. Baylor Street is now requesting modifications to that agreement. These modifications have been reviewed by the City Attorney and the attorney of Ninety-Six West. Most of the modifications are minor, but there are some key changes to note:

- 1) The agreement is automatically renewed annually for up to four (4) renew terms (total of 5 years including initial term of license). The Licensee must comply with any new parklet regulations on the later of either with 60 days after the expiration of the initial term of the license or within 60 days after the date of the City’s adoption of the new parklet regulations. Either party may terminate the license with 120 days’ notice.
- 2) Licensee shall have no responsibility for City’s subsurface property or improvements unless the Licensee causes damage to the City’s subsurface property or improvements.
- 3) The use of temporary heaters with liquefied petroleum gas cylinders (max. 20 lbs. capacity) would be allowed on the parklet.
- 4) If the City needed to inspect or enter the parklet for any reason, the City would proceed in a manner that causes the least interference or interruption to the Licensee’s operations, except in cases of emergency.
- 5) The requirement for automobile liability insurance was removed.
- 6) The termination of the agreement by either party would require 120 days instead of 30 days written notice.

Staff along with Ninety-Six West representatives will be available to clarify or answer any questions.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Modified Temporary License Agreement
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve modifications to the temporary License Agreement with Texas Ninety - Six West, LLC for the construction of a parklet on S. Baylor Street in downtown Brenham and authorize the Mayor to execute any necessary documentation
APPROVALS: Terry K. Roberts

LICENSE AGREEMENT - PARKLET

This License Agreement ("**Agreement**") is made this 25th day of June, 2015 ("**Effective Date**") by and between the **CITY OF BRENHAM** ("**City**"), and **TEXAS NINETY SIX WEST, LLC** a Texas limited liability company with its address at 103 S. Baylor St., Brenham, Texas 77833 ("**Licensee**").

Background

- A. The City has established Parklet Standards and Requirements to temporarily place a parklet in up to three parking spaces in accordance with the Parklet Standards and Requirements attached to this Agreement as **Attachment "A"** and incorporated herein for all purposes pertinent.
- B. Licensee desires to establish, operate and maintain a Parklet located at the site approved by the City Manager or the City Manager's designee ("**Parklet Location**") in accordance with the terms of this Agreement and Licensee's Parklet Plans and Specifications attached to this Agreement as **Attachment "B"** ("**Plans**") (the Parklet to be established and maintained in the Parklet Location by Licensee in accordance with this Agreement and all attachments hereto is referred to herein as the "**Parklet.**" All references to the Parklet shall include the Parklet Location).

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the City and Licensee, intending to be legally bound by this Agreement, agree as follows:

1. License; Conditions.

- A. License. Subject to the terms of this Agreement, the City grants a temporary, nonexclusive, revocable and nonassignable license to Licensee to enter the Parklet Location to establish, operate and maintain a Parklet in accordance with all Applicable Laws and the terms and conditions of this Agreement, including the Licensee's commitments set forth in the Application.
- B. Prior to entering the Parklet Location to commence installation of the Parklet, Licensee shall secure all necessary permits, licenses, and approvals from all appropriate departments, agencies, boards, or commissions of the City or other governmental entities that may be required by Applicable Law.

2. Title; AS-IS Condition of Parklet Location

- A. At all times, but subject to the terms of this Agreement, the Parklet Location shall remain a public right-of-way. No legal title or any other interest in real estate shall be deemed or construed to have been created by anything contained in this Agreement; the License granted by this Agreement authorizes the Licensee to enter upon the Parklet Location for the purposes stated herein.
- B. Licensee acknowledges and agrees that they accept this license to enter the Parklet Location in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, including all defects known or unknown, and the City makes no representation or warranty, express or implied, as to (a) any encumbrances, restrictions and conditions which may affect the Parklet Location, (b) the nature or condition of the Parklet Location for installation and operation of the Parklet, and (c) compliance of the Parklet with Applicable Law (defined below). Licensee is relying on its own independent investigation of the condition of the Parklet Location in entering this Agreement.

3. Term.

- 3.1 The term ("Initial **Term**") of this Agreement shall be for one (1) year commencing on the Effective Date and shall terminate on the 24th day of June, 2016, unless terminated earlier pursuant to the provisions of this Agreement.
- 3.2 If neither party provides notice of termination prior to the end of the Initial Term in accordance with Paragraph 11, this Agreement shall automatically renew for an additional one (1) year term ("Renewal Term"). This Agreement may be automatically renewed for an additional four (4) Renewal Terms, the last of which would end on the 24th day of June, 2020.
- 3.3 Licensee acknowledges that the City is currently in the process of developing regulations governing parklet standards and requirements ("Parklet Regulations") which the City intends to adopt during the Initial Term of this Agreement, and in the event this Agreement is renewed for a Renewal Term, Licensee agrees to fully comply with the Parklet Regulations within sixty (60) days after the expiration of the Initial Term. In the event the City adopts said Parklet Regulations after the expiration of the Initial Term, Licensee agrees to fully comply with the Parklet Regulations within sixty (60) days after the effective date of the City's adoption of the Parklet Regulations.

4. Maintenance Obligations; Use Restrictions; Approvals.

- A. Licensee's Maintenance Obligations. Licensee hereby covenants and agrees, for itself, its successors, and assigns to be fully responsible for the costs of designing, constructing, installing, repairing, operating and maintaining the Parklet as set forth in this Agreement; provided, however, Licensee shall have no responsibility for City's subsurface improvements or property (except where Licensee causes damage to City's subsurface improvements or property, in which case Licensee shall be liable to the City for all costs necessary to repair such damage) and Licensee's responsibility for repairs and maintenance of the street surface shall be limited to damages beyond reasonable wear and tear. Licensee shall use and maintain the Parklet in a wholly safe condition; shall maintain any and all stands, tables, chairs, and other structures, and the grounds adjacent thereto in a clean and sanitary fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall provide and maintain adequate and proper drainage utilizing the existing courses of flow for storm water runoff; shall permit free and unobstructed ingress and egress to, from, and around the Parklet for the protection or facilitation of pedestrian traffic; shall properly store and dispose of all waste matter and trash in accordance with the City's regulations and keep the Parklet and adjacent sidewalk free and clear of rubbish, trash and waste materials; and, except as approved in accordance with this Agreement or Applicable Law, shall not permit encroachments upon or obstructions of the streets.
- B. City's Maintenance Obligations. The City shall not be required to furnish any services or facilities to the Parklet, or to make any repairs or alterations to the Parklet. The City shall not be responsible for any loss or damage to personal property on the Parklet. Licensee assumes sole responsibility for the operation, maintenance and management of the Parklet. The provisions of this paragraph do not apply to any City improvements installed or located below the surface of the Parklet Location.
- C. Licensee's Use; Use Restrictions. Licensee is hereby authorized to use the Parklet only in association with the operation of its restaurant business located at 103 S. Baylor Street, Brenham, Texas ("Restaurant"), said Restaurant operations to include: 1) customer seating, and 2) food and beverage service and consumption. Licensee is further hereby authorized to limit use of the Parklet for Restaurant customers only during the Restaurant's hours of operation ("**Exclusivity Period**"). At all other times the general public's use of the Parklet shall not be limited by Licensee. Licensee agrees that during the Exclusivity Period it shall not: permit any use of the Parklet except as specified in this Agreement; permit anything unlawful on the Parklet; permit a public or private nuisance on the Parklet; permit any Hazardous Substances (defined below) on the Parklet; permit an implied dedication of the Parklet; permit anything that disturbs or damages the surrounding properties; permit vehicle parking on the Parklet Location; permit smoking of any substance on the Parklet; permit any commercial or for-profit activity of any kind

on the Parklet except as specified in this Agreement; permit commercial advertising of any kind, or non-commercial advertising of any kind without the advance written approval of the City; permit any structures on the Parklet unless specifically permitted by this Agreement; permit alcoholic beverages or illegal drugs on the Parklet Location, except for alcoholic beverages served to Licensee's customers as authorized by a license/permit validly issued by the Texas Alcoholic Beverage Commission; permit fires on the Parklet, save and except, Licensee may place outdoor propane or butane heaters (utilizing heaters with liquefied petroleum gas cylinder(s) capable of holding a maximum of 20 lbs. of liquefied petroleum gas; said heaters and liquefied petroleum gas cylinder(s) must comply with all applicable federal, state and local laws and regulations) on the Parklet; permit personal property to be displayed, stored or sold on the Parklet unless specifically permitted by this Agreement; or permit standing water to accumulate on the Parklet Location except as may occur naturally on the street over which the Parklet is placed.

- D. Approvals by City. Unless otherwise stated in this Agreement or in accordance with Applicable Law, any review, approval, permission, or consent that Licensee is required to obtain from the City under this Agreement shall not be valid or effective unless obtained from the City Manager or the City Manager's designee (the "City Manager"). The review, approval, or consent by the City Manager of any plans, specifications, work or materials submitted or performed by Licensee under this Agreement does not constitute any representation, warranty, or guarantee by the City as to the quality or substance of the matter reviewed or approved or its compliance with Applicable Laws. Licensee must use its own independent judgment as to the accuracy and quality of all such matters and its compliance with Applicable Laws. Review, approval, or consent by the City Manager under this Agreement does not constitute any review, approval, consent, license or permit otherwise required under Applicable Laws by any City department, board, commission, or official. Licensee agrees that the Parklet, after construction and installation as approved by the City, shall not be expanded, enlarged or altered in any way without the prior written approval of the City.

5. Compliance with Applicable Laws; Hazardous Substances.

- A. Applicable Laws. "**Applicable Laws**" shall mean all applicable present Federal, State and City laws, ordinances, orders, rules, regulations, guidelines and requirements.
- B. Hazardous Substances. "**Hazardous Substance**" shall mean: (a) asbestos, flammables, volatile hydrocarbons, industrial solvents, explosives, chemicals, radioactive material, petroleum, petroleum products and by-products, natural gas, synthetic gas, and shall include but not be limited to, substances defined as "hazardous substances", "hazardous wastes", "toxic substances", "pollutants" or "contaminants" as those terms are defined in

any of the Applicable Laws; and (b) any and all other materials or substances that any government entity shall determine from time to time are harmful, toxic, or dangerous.

6. **Entry on Parklet Location By City; City Inspection.** The City may enter the Parklet at any time, for any reason, including inspecting the Parklet and/or Parklet Location; provided, however, during the Exclusivity Period, but excluding emergencies, City's entry, if any, shall be in a manner that causes the least interference or interruption with Licensee's operations. Nothing contained in this Section shall create a duty on the City to make any repairs or do any work on the Parklet Location. City inspections shall not be a representation, guaranty, or warranty by the City to Licensee, as to Licensee's compliance with the terms of this Agreement or Applicable Laws.
7. **Non-exclusive:** The License granted by this Agreement is nonexclusive and is subject to any existing utility, drainage or communications facilities located in, on, under or upon the City's streets or other rights-of-way, any utility or communication company, public or private, to all vested rights presently owned by any utility or communication company, public or private for the use of the Parklet for facilities presently located within the boundaries of the right-of-way and to any easement, lease, license, or other interest in the Parklet Location granted by City to any individual, corporation or other entity, public or private.

City understands and acknowledges that other than the Exclusivity Period, Licensee has no control over use of the Parklet or the Parklet Location.

8. **Environmental Protection:** Licensee shall not use or permit the use of the Parklet for any purpose that may be in violation of any environmental laws or regulations, and any amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the Parklet will not result in the disposal or other release of any hazardous substance or solid waste in, on, upon, under or to the Parklet, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged in, on, upon, under or onto the Parklet or property adjoining the Parklet by Licensee. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. **Licensee shall indemnify and hold City harmless against all costs, expenses, fines and fees related**

to environmental cleanup of the Parklet and surrounding the Parklet resulting, directly or indirectly, from Licensee's use of the Parklet under this Agreement.

9. **Insurance.** At all times during the Term of this Agreement, the Licensee shall procure and maintain insurance in the types and amounts as specified below.

Licensee shall, at its sole cost and expense, procure and maintain in full force and effect, for the Term of the License Agreement, covering its obligations under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from insurers authorized to do business in the State of Texas and acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis.

(i) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(a) Workers Compensation: Statutory limits

(b) Employers Liability: \$100,000 each Accident - Bodily Injury by Accident;
\$100,000

Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit -Bodily Injury by Disease.

(c) All States coverage and Texas Endorsement.

(ii) GENERAL LIABILITY INSURANCE

(a) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;

(b) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as insureds; cross liability; and broad form property damage (including loss of use) liability.

The City of Brenham, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance Policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them. The City reserves the right to require Licensee to furnish certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days prior written notice to Licensee. All such policies shall include an endorsement stating that the coverage afforded to these parties as additional insureds will be primary to any other coverage available to them.

Certificates of insurance evidencing the required coverage shall be submitted to the City Secretary, City of Brenham, 200 W. Vulcan Street, Brenham, Texas 77833 within ten (10) days after the Effective Date of this Agreement. Licensee shall furnish certified copies of the original policies of all insurance required under this Agreement, at any time, within ten (10) days after written request by the City.

All insurance policies shall provide for a least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or not renewed. At least ten (10) days prior to the expiration of each policy, Licensee shall deliver to the City a Certificate of Insurance evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Agreement by Licensee to City, its officers, employees, and agents, or to limit Licensee's liability under this Agreement to the limits of the policies of insurance required to be maintained by Licensee hereunder.

10. Indemnification; Release.

A. Licensee agrees to defend, indemnify, and hold harmless the City, its departments, commissions, boards, officers, employees or agents, from and against all actions, causes, suits, demands, losses, and liabilities, including the cost of litigation and attorney's fees, by reason of injury (including death) to persons and damage to property in any way arising in connection with this Agreement or rights granted to Licensee hereunder; provided that nothing herein contained shall be deemed to confer upon any third person any right against City, or to vest in said third person any cause of action against City, or to authorize any such person to institute any such suit or suits against City, its departments, commissions, boards, officers, employees or agents. Licensee is not obligated to indemnify, defend, and hold harmless the City against losses, costs, claims, suits, actions, damages, liabilities, and expenses that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.

B. In consideration of the license extended to Licensee by this Agreement, Licensee, and for Licensee's contractors, and invitees and all persons claiming through any of them (collectively, including Licensee the "Releasing Parties") do hereby remise, quitclaim, release and forever discharge, the City, its departments, commissions, boards, officers, employees or agents, from any and all, and all manner of, actions and causes of action, suits, claims, and demands whatsoever in law or in equity which the Releasing Parties may have against the City its departments, commissions, boards, officers, employees or agents, relating in any way whatsoever

to any condition on the Parklet Location, or relating in any way to Licensee's entry onto the Parklet Location, or Licensee's use of the Parklet Location; save and except those actions and causes of action, suits, claims and demands whatsoever in law or equity that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees or agents. Licensee voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by the Licensee, its contractors, or invitees, while in, on or about the Licensed Property; save and except any loss, damage, or injury, including death that arises exclusively from the City, its departments commissions, boards, officers, employees or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Relocation; Termination of this Agreement.

- A. Relocation. Licensee understands and agrees that it shall, upon request of the City, and except in the case of an emergency, on not less than twenty-one (21) days notice, relocate the Parklet, and/or remove the Parklet, including chairs, tables, and Licensee's other personal property, and that Licensee will pay all costs and expenses necessary for the performance of such relocation work.
- B. Termination: This Agreement may be terminated in any of the following ways:
 - a. Written agreement of both parties;
 - b. By either party giving the other party one hundred twenty (120) days prior written notice; or
 - c. By City upon failure of Licensee to perform its obligations as set forth in this Agreement; provided, however, Licensee shall be provided written notice of its failure to perform and twenty-one (21) days after receipt of such notice to cure such failure.

Licensee shall further agree that upon termination of this Agreement, Licensee shall vacate the Parklet Location and leave it in a clean condition, clear of all property and debris and restore the Parklet Location to the satisfaction and approval of the City, reasonable wear and tear excepted, within thirty (30) days after receiving such notice, all at Licensee's sole cost and expense. The City shall not be liable to Licensee for any compensation, reimbursement or other expenses related to this Agreement.

Licensee agrees that in the event the Parklet is not removed from the Parklet Location and/or if the Parklet Location is not restored to its original condition, reasonable wear and tear excepted, the City shall have the right and privilege, at its option, of removing said Parklet, and restoring the City right-of-way to its original condition and in event of the

City so doing, Licensee shall pay to the City, within thirty (30) days written notice or demand, the costs expended by the City in such removal and/or restoration.

12. Notice.

All notices, requests, and other communications under this Agreement shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight or hand delivery service with receipt requested, and addressed to Licensee as provided on the first page of this Agreement, or at such other address as Licensee may specify, and to the City as follows:

City Manager
City of Brenham
200 W. Vulcan Street
Brenham, Texas 77833

13. Governing law: This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in a court of competent jurisdiction in Washington County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

14. Attachments. Any and all attachments to this Agreement are incorporated herein by reference.

15. Binding effect: This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors and assigns.

16. Entire Agreement: This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

LICENSOR: CITY OF BRENHAM

Date: _____

Hon. Milton Y. Tate, Jr., Mayor
City of Brenham, Texas

ATTEST:

Jeana Bellinger, TRMC, City Secretary
City of Brenham, Texas

LICENSEE: TEXAS NINETY SIX WEST, LLC

Date: _____

Tami Redshaw, Managing Member
Texas Ninety Six West, LLC

ATTEST:

By:
Title:

EXHIBIT “A”

City of Brenham, Texas

Parklet Standards and Requirements

GENERAL DESIGN REQUIREMENTS

DESIGN PROFESSIONAL: A licensed architect or engineer must seal Licensee’s proposed plans and supervise construction and installation of parklet.

LICENSE AGREEMENT: A License Agreement from the City of Brenham is required before the parklet may be installed. All parklets are subject to the terms and conditions in the License Agreement and attachments thereto.

ACCESSIBILITY REQUIREMENTS: All parklets must comply with the Americans with Disabilities Act (ADA) and be accessible to all users, including people with physical disabilities, wheelchair users, and those with impaired vision.

ADVERTISING: With the exception of an approved plaque recognizing the Licensee, advertising on a parklet is prohibited.

SMOKING: Smoking is not allowed in parklets.

PRE-APPROVED USE AND DESIGN: Parklet design, plans, specifications and uses must be approved by the City.

BUILDING PERMIT: A building permit is not required for a deck corresponding to the approved parking space dimensions and flush with the sidewalk, including built-in planters and/or railings. A building permit is required for any other structures, such as a raised platform or roof.

PARKLET SITE SELECTION CRITERIA

SPEED LIMIT: The parklet site must be located in an area with a posted speed limit of 25 mph or less.

CITY OF BRENHAM RIGHT-OF-WAY: Parklets will not be allowed on TxDOT right-of-way (Main and Alamo Streets).

CORNER LOCATIONS: The parklet site shall be located at least one (1) parking spot from an intersection.

PARKING SPACES: Parklets may be located along the curb line on streets where on-street parking spaces exist. Parklets will be considered for parallel, angled, or perpendicular parking. Others will be considered on a case by case basis.

STREET SLOPE: The street on which a parklet is located shall have a grade of no greater than 5%. If greater than 5%, additional design requirements and review will be required prior to approval of the parklet.

UTILITIES: Parklets will not be allowed in front of fire department connections and fire hydrants, or over manhole covers or catch basins. The City of Brenham will make maps available of known utility lines under the proposed parklet locations.

BUFFER FROM ADJACENT PARKING SPACES: In cases where there are adjacent parking spaces, parklets will be required to have soft hit posts, wheels stops of some other acceptable form of buffer to prevent conflicts with parking cars.

PARKLET PLATFORM REQUIREMENTS

BOLTING: Bolting into the street or penetrating the surface of the roadway in any way is not allowed. Parklets may be bolted to the existing curb, with specific restoration requirements provided for in the parklet plans and specifications.

PLATFORM SURFACE: The top of the parklet platform must be flush with the sidewalk with a maximum gap of one-half inch between the parklet platform and the sidewalk.

SURFACE MATERIALS: Loose particles, such as sand or loose stone, are not permitted on the parklet.

DRAINAGE: The parklet must not impede the flow of curbside drainage. Licensee is strongly encouraged to cover openings at either end of the parklet with screens to prevent blockage from debris.

PLATFORM CROSS SLOPE: Parklet platforms rest areas must not exceed 2% cross slopes. Licensee's final construction drawings must show spot elevations for both the sidewalk and platform areas.

PARKLET ENCLOSURE REQUIREMENTS

BUFFERS ON THE EDGES: Parklets must have an edge to buffer the street. The buffer may take the form of planters, railing, cabling, or some other appropriate buffer. The height and scale of the buffer required will vary depending on characteristics and context of the parklet site.

MAINTAIN A VISUAL CONNECTION TO THE STREET: Parklet design must maintain a visual connection to the street and not obstruct sight lines to existing businesses or roadway signage. Continuous opaque walls above forty-two inches (42") that block views into the parklet from the surrounding streetscape are prohibited.

EXTEND THE SIDEWALK: Parklets should be designed as an extension of the sidewalk, with multiple points of entry along the curbside edge.

CONSIDER THE BACK OF THE PARKLET: While not visible from the sidewalk the parklet's back is highly visible from across the street. Large blank walls are not permitted.

MATERIALS: All materials used for construction of a parklet must be high quality, durable and capable of withstanding heavy use and exposure to the elements. Choose materials that are easy to maintain. Plastic of any kind is discouraged. Have a plan to replace or repair damaged features such as plants, railings or other elements. Licensee is responsible for making sure their parklet is kept clean and in good repair.

PARKLET AMENITIES

Integrate amenities into the parklet structure. Parklets should include some permanently seating integrated into its structure. Bike racks or landscaped areas should also be considered as part of the design.

MOVEABLE SEATING: If Licensee chooses to use moveable tables and chairs, they should be durable and comfortable for individuals and groups of all ages and abilities.

PLANTING: Integrated planting is strongly encouraged.

LIGHTING: Lighting elements are permitted by may require a separate permit. Parklets may not be powered by extension cords or generators.

ADDITIONAL RESPONSIBILITIES OF PARKLET LICENSEE

CONSTRUCTION COMPLETION: Licensee must complete construction and installation of the parklet within fourteen (14) calendar after the effective date of the License Agreement.

CLEANING: Licensee is required to keep the parklet free of debris, grime, and graffiti. Licensee must clean the surface of the parklet and rinse out the area beneath the parklet at least once per week.

LANDSCAPING: Licensee must maintain plants on the parklet in good health, including watering, weeding, and trimming when necessary.

MOVABLE FURNITURE: Any movable items, such as tables and chairs, should either be locked down at night or taken inside. Unsecured furniture that is not a permanent feature of the parklet is not permitted on the parklet outside of business hours.

REPORTING: Licensee shall prepare an annual report documenting the performance of each individual parklet, and the program as a whole. Licensee shall provide a copy of said annual report to City Secretary within ten (10) days after preparation of annual report.



AGENDA ITEM 13

DATE OF MEETING: June 25, 2015	DATE SUBMITTED: June 19, 2015	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Rex Phelps	
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 the Potential Sale of Several City Owned Parcels of Land, Consisting of Approximately 4.9972 Acres, in Brenham, Texas		
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 14

DATE OF MEETING: June 25, 2015		DATE SUBMITTED: June 19, 2015	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Rex Phelps	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING	
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING	
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION	
	<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Potential Sale of Several City Owned Parcels of Land, Consisting of Approximately 4.9972 Acres, in Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: City staff is requesting that the City Council approve the sale of the following city owned properties: 512 Jefferson; 513 Wilkins; 514 Wilkins; 306 S. Dixie; 307 S. Dixie; 308 S. Dixie; 306 Cornish; 307 Cornish; 308 Leghorn; 307 Leghorn; 307 Hampshire; 308 Hampshire; 1908 Old Mill Creek; Old Mill Creek at Saeger; Lawndale Ave. at Huisache Street.			
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			