



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, AUGUST 6, 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 Herring**
- 3. Service Recognitions**
 - **Ande Bostain, Gas Department 30 Years**
- 4. Citizens Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

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

- 5-a. Minutes from the July 16, 2015 Regular City Council Meeting Pages 1-5**

PUBLIC HEARING

- 6. Public Hearing Considering an Amendment of Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Amending the Official Zoning Map of the City of Brenham, from a Local Business/Residential Mixed Use (B-1) District to a Residential (R-1) District and Being Located on Approximately 9.873 Acres in the Phillip H. Coe Survey A-31 of the City of Brenham, Washington County, Texas (Said Property Being Known as Timber Oaks Subdivision, Section III) **Pages 6-15****

WORK SESSION

7. **Discussion and Update on FY2015-16 Budget Workshop** **Pages 16-17**

REGULAR SESSION

8. **Discuss and Possibly Act Upon a Proposal to Adopt a Tax Rate of \$0.4731 per \$100 Valuation for the 2015 Tax Year, Take Record Vote and Set the Public Hearings on the Proposed Tax Rate in Accordance with State Law** **Pages 18-20**
9. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, from a Local Business/Residential Mixed Use (B-1) District to a Residential (R-1) District on 9.873 Acres of Land Out of the Phillip H. Coe Survey A-31 in Brenham, Washington County, Texas (Said Property Being Known as Timber Oaks Subdivision, Section III)** **Pages 21-26**
10. **Discuss and Possibly Act Upon an Ordinance on Its First Reading for the Abandonment of a Portion of Live Oak Street** **Pages 27-42**
11. **Discuss and Possibly Act Upon the Approval of the FY2015-16 Proposed Budget for the Washington County Appraisal District** **Pages 43-47**
12. **Discuss and Possibly Act Upon A Three (3) Year Extension to the Contract for Uniform Rental Services for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 48-55**
13. **Discuss and Possibly Act Upon Resolution No. 15-018 Authorizing the Acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) Grant for the Period of October 1, 2015 through September 30, 2016 for the Police Department and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 56-86**
14. **Discuss and Possibly Act Upon Resolution No. 15-019 Authorizing the Submission of a Grant Application to the Bluebonnet Community Grant Program for the Construction of the Brenham Pet Adoption and Animal Care Facility and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 87-88**
15. **Discuss and Possibly Act Upon Resolution No. 15-020 Authorizing the Submission of a Grant Application to the Bluebonnet Community Grant Program for the Expansion, Renovation and Modernization of the City Library and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 89-91**

16. **Discuss and Possibly Act Upon the Purchase of a UV Sanitation System, Using BuyBoard Contract No. 451-14, for the Leisure, Therapy and Competition Pools at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 92-96**

17. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing the Placement of Stop Signs on Bruce Street at Its Intersection with Ledbetter Lane and Woodson Lane and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 97-99**

18. **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 August 6, 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 August 3, 2015 at **10:45 AM**.

Jeana Bellinger, TRMC

City Secretary

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

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

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on July 16, 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 Weldon Williams, Jr.

Members absent:

Councilmember Mary E. Barnes-Tilley

Others present:

City Manager Terry Roberts, Assistant City Manager Rex Phelps, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Director of Community Services Wende Ragonis, Fire Chief Ricky Boeker, Interim Police Chief Dant Lange, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Manager Erik Smith and Angela Hahn

Citizens present:

Wayne Winkelmann, Vince Michel, Missee Mora, Anthony Smith, Barry and Sharon Brass, Marvalette Hunter, Jane Hinze, Page Michel, Jerry Calvert, Jenny Mills and Nathan Preston

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 – Councilmember Ebel**

3. **Proclamation**
➤ Buy Local, Be Local in July

4. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

5. **Statutory Consent Agenda**

5-a. Minutes from the June 25, 2015 Regular City Council Meeting

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Williams to approve the Statutory Consent Agenda Item 5-a., with the spelling correction to the June 25, 2015 council minutes 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	Absent
Councilmember Weldon Williams	Yes

WORK SESSION

6. **Discussion and Presentation on the 2-1-1 Texas Information and Referral Network**

Director of Community Services Wende Ragonis presented this item. Ragonis stated that the 2-1-1 Texas Information and Referral Network is a program of the Texas Health and Human Services Commission. Ragonis explained that the Texas Legislature passed House Bill 2695 in 1997 establishing this program as the single point of coordination for state wide information and referrals pertaining to health and human services. Ragonis noted since that time there have been additional legislative actions to the program to keep it responsive to the needs of Texans. Ragonis advised that the 2-1-1 Texas program is serviced through contractors with regional boundaries. Ragonis stated the City of Brenham is in the Bryan/College Station Region which is serviced by the United Way of the Brazos Valley.

Missee Mora, 2-1-1 Regional Manager, gave the Council a brief presentation of the 2-1-1 Texas program and discussed the call intake data for the City.

7. Discussion and Presentation of the Brenham Housing Authority's Modernization Project

City Manager Terry Roberts presented this item. Roberts introduced Vince Michel, the Brenham Housing Authority (BHA) Executive Director. Mr. Michel gave a presentation to the Council on BHA's plans to modernize their housing units with a different ownership structure that is now permitted by the US Housing and Urban Development.

Mr. Michel stated that HUD has already approved the Brenham Housing Authority's request to enter into what is called the Rental Assistance Demonstration (RAD) Program. Mr. Michel explained that the Housing Authority Board has selected Marvalette Hunter and Huntjon, LLC to serve as the private side of the public-private partnership for this venture.

Mr. Michel also noted that the Brenham Housing Authority would like to request that the City take ownership of their utility systems beyond the master metering point. Mayor Tate advised that a sub-committee of the Council will be working with utility department staff to review BHA's request and a recommendation will be brought back to Council at a later date.

8. Discussion and Presentation Regarding Several Parcels of Land Located Along Old Mill Creek

City Engineer Grant Lischka presented this item. Lischka stated staff had discussed in a previous work session that the City intends to sell the former railroad right-of-way along Old Mill Creek Road. Lischka explained that the majority of the property will be subdivided into single-family residential lots. Lischka noted that two commercial lots are also included, one at the intersection of Old Mill Creek Road and the U. S. Hwy 290 frontage road and the other at the intersection of Old Mill Creek Road and Saeger Street. Lischka advised the development of the lots will require the extension of Dixie Street, Cornish Street and Hampshire Drive. Lischka stated that these streets will be extended and as cul-de-sacs and will not connect to Old Mill Creek Road. Lischka explained that the costs of the extensions are estimated at approximately \$100,000-\$150,000, with City personnel performing the construction. Lischka noted that the expected revenue from the sale of the lots is approximately \$300,000-\$350,000 and this revenue will be used to offset the costs of the street construction. Lischka stated that Staff has begun earthwork on the property and plans to begin work on the streets later this summer.

Mayor Tate asked if the City reserved any right-of-way on Old Mill Creek Road and Lischka stated that 60 feet of right-of-way was reserved for future development.

Wayne Winkelmann, a resident along Old Mill Creek Road, addressed the Council. Winkelmann's concerns are that the road is not wide enough to support the increased traffic and he questioned how people will pull out onto the road seeing that the lots are small. Lischka explained that there are restrictions that the lots cannot have their driveways onto Old Mill Creek Road. City Attorney Cary Bovey clarified that the official plat also notes there is no access from Old Mill Creek Road.

Councilmember Herring asked how the builders will access the lots when construction is taking place on the homes. Bovey noted that the plat clearly states that there is no egress or regress that can occur from Old Mill Creek Road.

Councilmember Goss questioned if we are not meeting our rules and standards for streets and cul-de-sacs. Lischka stated that currently the City is not. Lischka explained that the current configuration as is today does not meet the requirements. Lischka advised that what we currently have today does not meet the current standards. Lischka stated there were no cul-de-sac standards when those streets were constructed, but the extensions that we are doing now will meet the City's standards.

Council adjourned into Executive Session at 2:10 p.m.

EXECUTIVE SESSION

- 9. Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding an Agreement with Roy Burger (dba RB Film Productions) for the Lease of Approximately 108.9 Acres of the Old Landfill Property**

Executive Session adjourned at 2:45 p.m.

RE-OPEN REGULAR SESSION

- 10. Discuss and Possibly Act Upon an Agreement with Roy Burger (dba RB Film Productions) for the Lease of Approximately 108.9 Acres of the Old Landfill Property and Authorize the Mayor to Execute Any Necessary Documentation.**

There was no action taken on this item.

11. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Budget Workshops are scheduled for Monday, July 20th and Thursday, July 23rd at 8:30a.m.
- Appel Ford will be hosting Business After Hours today from 5:00p.m. – 7:00 p.m.
- There will be a Chamber Leadership Forum at Blinn College on August 4th from 11:30a.m. – 1:00 p.m.
- City Engineer Grant Lischka will be leaving the City and going to work for Jones and Carter. His last day will be July 31st.
- The budget message was laid around the dais and the budget notebooks will be delivered to Council tomorrow afternoon.

City Engineer Grant Lischka thanked the Council and staff for their support during his time at the City.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 6

DATE OF MEETING: August 6, 2015	DATE SUBMITTED: July 30, 2015	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input checked="" 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 type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Public Hearing Considering an Amendment of Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Amending the Official Zoning Map of the City of Brenham, from a Local Business/Residential Mixed Use (B-1) District to a Residential (R-1) District and Being Located on Approximately 9.873 Acres in the Phillip H. Coe Survey A-31 of the City of Brenham, Washington County, Texas (Said Property Being Known as Timber Oaks Subdivision, Section III)		
SUMMARY STATEMENT: Gregory Appel has requested a rezoning for 9.873 acres of land that is currently zoned B-1 Local Business/Residential Mixed use to R-1 Residential Single Family. A final plat of this property was recently approved by the Planning and Zoning Commission which consists of 24 single family residential lots. The zoning classification of B-1 would have allowed the applicant to “down zone” the property to single family residential due to the city adopting comprehensive zoning. Mr. Appel has requested the change to single family to help with marketing the properties in the future.		
<u>Comprehensive Plan Compliance</u> The City of Brenham Envision 20/20 Comprehensive Plan supports this property being a single family residential district.		
<u>Thoroughfare Plan Compliance</u> The main entrance to the subdivision comes from Old Mill Creek Rd. which is classified as a minor collector. The interior roads of the subdivision will be built as local residential. Each of the road classifications will support this type of development.		
<u>Public Concerns</u> Staff has not received any concerns from neighboring property owners at this point.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Allow for orderly development.		
B. CONS:		

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Letter from Mr. Appel; (2) General Application; (3) Final Plat; (4) Land Use Map Exhibit; (5) City of Brenham Future Land Use, Illustration 6-5; and (6) Thoroughfare Plan

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: None – Public Hearing only.

APPROVALS: Terry K. Roberts

Appel Partnership
Gregory E and John J Appel
2502 Cheri Ln
Brenham, Texas 77833

July 14, 2015

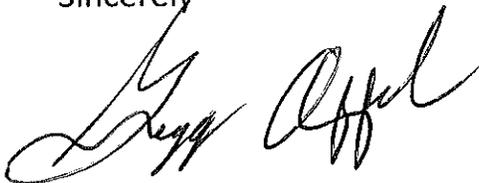
City Of Brenham
Planning and Zoning Commission
200 W. Vulcan
Brenham, Texas 77833

Dear Planning and Zoning Commission:

The Appel Partnership would like to request a Zoning Change for the Timber Oaks Subdivision Section 3, 9.873 Acres from B1 to R1. We would like to have this request reviewed during the August 3rd Planning and Zoning meeting.

The reason for the request is not to build housing lots in a B1 area.

Sincerely

A handwritten signature in black ink, appearing to read "Gregory Appel", written in a cursive style.

Gregory Appel

Partner



For office use only

APPLICATION NO. _____
MEETING DATE: 8-3-15
DATE SUBMITTED: 7/15/15

*pd 100.00
v# 1353
8ch*

CITY OF BRENHAM
GENERAL APPLICATION

Type of Application

- | | |
|---|--|
| <input type="checkbox"/> Variance from Appendix A: Zoning | <input checked="" type="checkbox"/> Zone Change |
| <input type="checkbox"/> Specific Use Permit | <input type="checkbox"/> Plan Review |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Final Plat/Replat/Amending Plat |
| <input type="checkbox"/> Variance from Chapter 21: Signs | <input type="checkbox"/> Other: _____ |

Property Owners Information

Name Appel Partnership

Principal Officers (If Corporation) President Gregory Appel, John Jeff Appel

Secretary _____

Address 2502 Cheri Ln, Brenham Tx 77833

Telephone Number 979-451-0136 E-mail Address gregg@hyundai.brenham.com

Applicant Information

Name Gregg Appel

Address 2502 Cheri Ln, Brenham Tx 77833

Telephone Number 979-451-0136 E-mail Address gregg@hyundai.brenham.com

Agent or Engineer Information

Name Jones Carter, Brian Dobiynski, Engineer

Address 1500 South Day, Brenham Tx 77833

Telephone Number 979-836-6631 E-mail Address bdobiynski@jonescarter.com

Location of Property

Street Address: Timber Oaks Drive, Twin Oaks Circle

Legal Description (attach metes and bounds description if not subdivided):

Subdivision: Timber Oaks Sec III Block(s): _____ Lot(s): 1-8, 1-16

Zoning Information

Existing Zoning: B1

Proposed Zoning: R1

Reasons for requesting zone change:* Housing subdivision

Variance Information

Section of Code from which variance is described:*

Describe variance requested:*

Reasons for requesting variance:*

Proposed Property Use

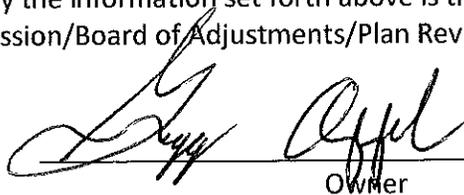
Describe in detail the proposed operation at this location:*

Single Family

Construction Value \$ _____

Site plans are required for variance, special use, and plan review requests; please see Ordinance No. 0-05-007 for minimum site plan requirements.

I, Gregg Appel, being the owner (or authorized agent) of the above described property, do hereby certify the information set forth above is true and correct. I further request that the Planning & Zoning Commission/Board of Adjustments/Plan Review Committee review this matter and take appropriate action.


Owner

Agent

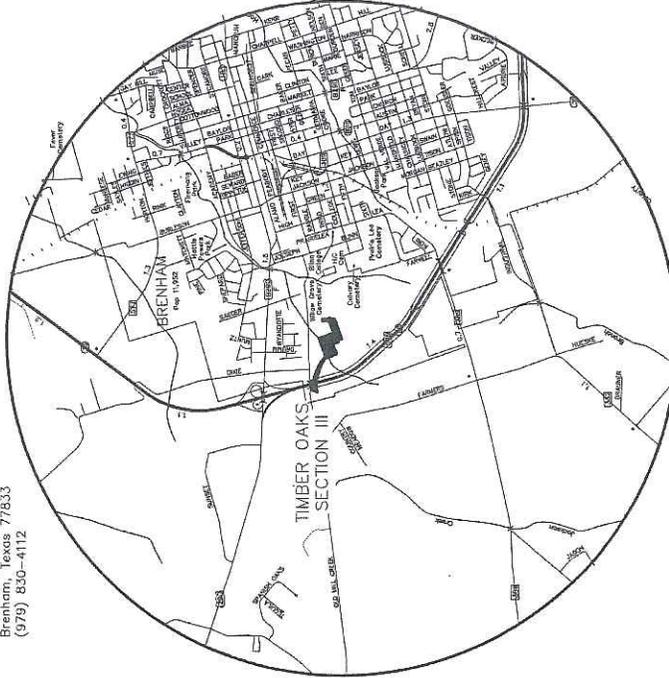
FINAL PLAT TIMBER OAKS SUBDIVISION SECTION III

A SUBDIVISION OF 9.873 ACRES OF LAND
OUT OF THE
PHILIP H. COE SURVEY A-31
CITY OF BRENHAM
WASHINGTON COUNTY, TEXAS
JUNE 2015

SURVEYOR:
J. JONES & CARTER, INC.
ENGINEERS, PLANNERS & SURVEYORS
1608 South Day Street
Brenham, Texas 77833-4699
(979) 692-9031 www.jonescarter.com
Texas Registration No. 12483-02

OWNER:
Gregory E. Appel and John J. Appel
2501 Chertemps
Brenham, Texas 77833
(979) 451-0136
(979) 383-4133

OWNER:
Blinn College
902 College Avenue
Brenham, Texas 77833
(979) 830-4112



Owner Acknowledgement:

STATE OF TEXAS

COUNTY OF WASHINGTON

Gregory E. Appel and John J. Appel (Rental Partnership, the owner of the land described herein, whose name is subscribed hereto, do hereby offer, adopt and acknowledge the plat of said property in accordance with the plat shown hereon.

Gregory E. Appel and John J. Appel (Rental Partnership)

Gregory E. Appel, Partner John J. Appel, Partner

This instrument was acknowledged before me on the _____ day of _____, 2015 by Gregory E. Appel and John J. Appel (Rental Partnership)

Notary Public
State of Texas

Notary's Name (Printed):
Notary's Commission Expires:

Owner Acknowledgement:

STATE OF TEXAS

COUNTY OF WASHINGTON

We, The Junior College District of Washington County, Texas (more commonly and also known as Blinn College), the owner of the land described herein, whose name is subscribed hereto do hereby offer, adopt and acknowledge the plat of said property in accordance with the plat shown hereon.

Douglas Burdick, Board President of
The Junior College District of Washington
County, Texas (more commonly and also known
as Blinn College)

This instrument was acknowledged before me on the _____ day of _____, 2015 by The Junior College District of Washington County, Texas (more commonly and also known as Blinn College)

Notary Public
State of Texas

Notary's Name (Printed):
Notary's Commission Expires:

CITY OF BRENHAM APPROVAL

Approved this _____ day of _____, 2015
by the City Manager of the City of
Brenham, Texas, as authorized by section 23-11 of
the City of Brenham Code of Ordinances and section
24.086 of the Texas Local Government Code.

City Manager

COUNTY CLERK CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WASHINGTON

I, Beth Holthorn, County Clerk, in and for said County,
Washington County, Texas, do hereby certify that I prepared this
Certificate of Authentication was filed in my office the
_____ day of _____, 2015, A.D. at
_____ o'clock _____ M., and duly recorded the
Plat Records in Sudo No. _____ of the
and seal of the County Court of the said County, at office
in Brenham, Texas.

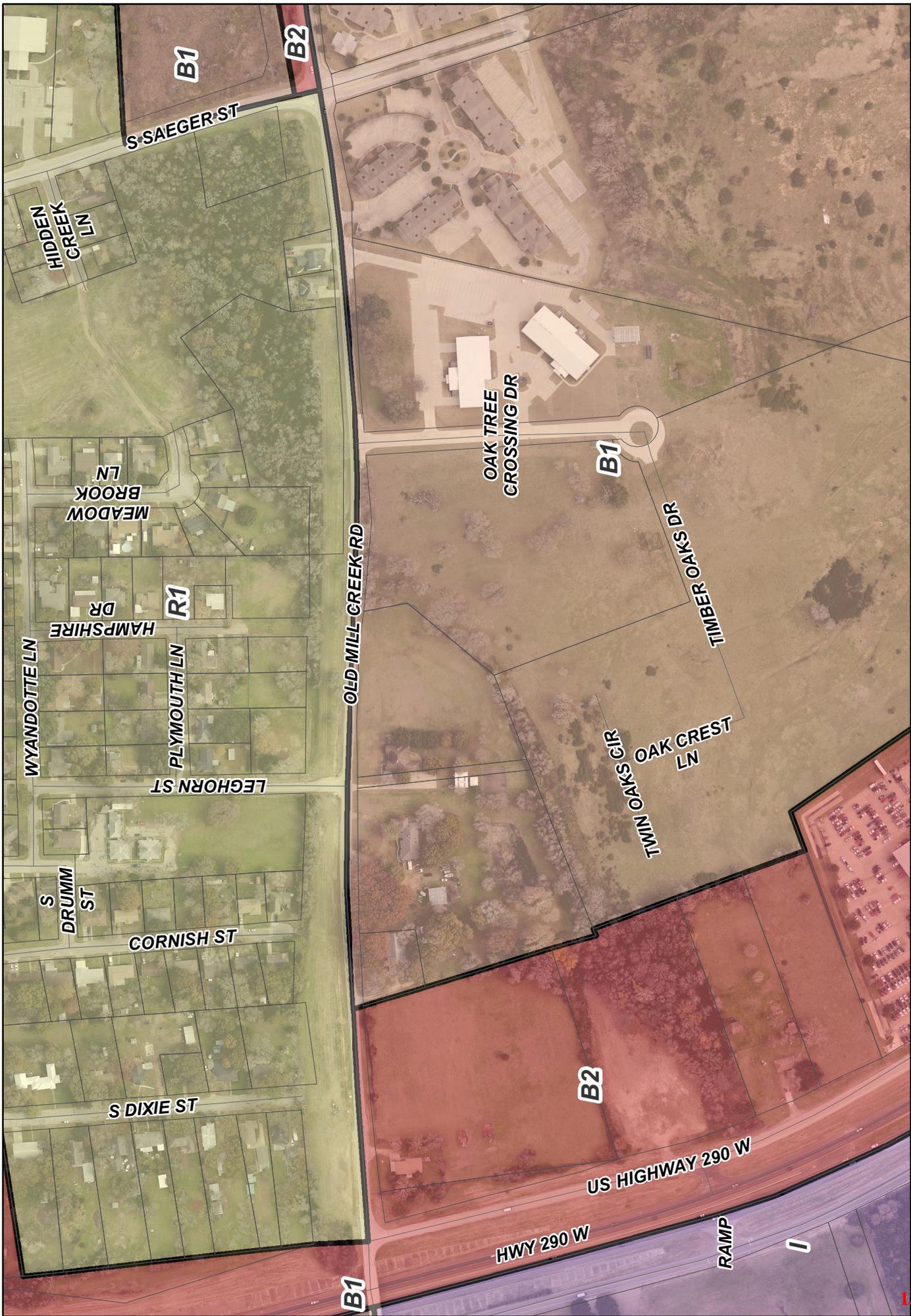
By: _____
Beth Holthorn
County Clerk
Washington County,
Texas

WITNESSE MY HAND AND SEAL OF OFFICE
THIS _____ DAY OF _____, 2015.
WILLIAM R. KRUEGER
County Clerk
Washington County,
Texas

William R. Krueger, Notary Public, State of Texas, Commission Expires _____

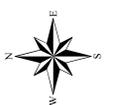


VICINITY MAP (NOT TO SCALE)



- B1 Local Business Mixed
- B2 Commercial Research and Technology
- B3 Historical and Central Business
- I Industrial
- P1 Planned Development
- R1 Residential Single Family
- R2 Mixed Residential
- R3 Manufactured Home Residential

1 inch = 300 feet



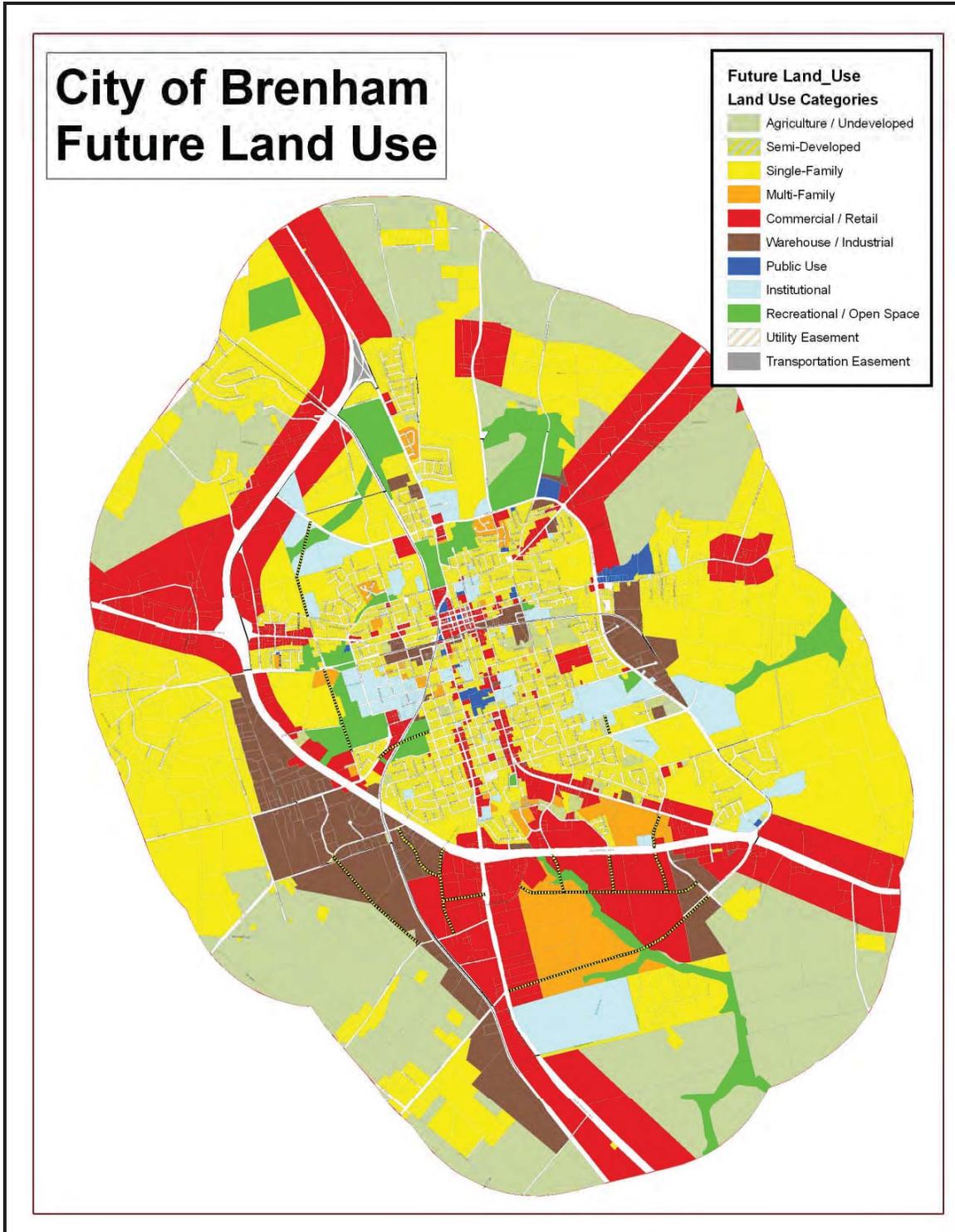


Illustration 6-5: The Future Land Use map for the City of Brenham illustrates desired growth patterns over the next 15 to twenty years.



Legend

1 inch = 4,583 feet



- | | |
|--|---|
|  Network Extension |  Minor Collector |
|  Minor Collector Proposed |  Major Collector |
|  Minor Arterial Proposed |  Minor Arterial |
|  Major Collector Proposed |  Freeway |



AGENDA ITEM 7

DATE OF MEETING: August 7, 2015	DATE SUBMITTED: August 3, 2015	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn 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: Discussion and Update on FY1015-16 Budget Workshop		
SUMMARY STATEMENT: See attached memo from Carolyn Miller.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Discussion only		
APPROVALS: Carolyn D. Miller		



MEMORANDUM

To: Mayor and Council

From: Carolyn D. Miller
Chief Financial Officer

Subject: Revised Proposed FY15-16 Budget

Date: August 6, 2014

Council Budget Workshops were held on July 20 and July 23 to review the Proposed FY15-16 Budget. This memo is being provided to update you on the property valuations, proposed tax rate and Council decisions impacting the Proposed FY15-16 Budget.

Council Decision at Workshop

The recent economic downturn in our community means we have less income on which to operate the City. In order to address costs, we will have to make adjustments in our group medical insurance program. The medical deductible will be increasing from \$600 to \$1,200; the employee share of monthly premium cost for “employee only” coverage will be increasing by \$20 per month; and employees will be sharing more of the cost for dependent coverage. Knowing the financial impact to City employees, the Council wanted to include a mid-year 2% COLA when economic conditions improve.

General Fund Revisions

The mid-year 2% COLA of \$61,964 was budgeted with the following changes in General Fund revenues and expenditures:

Revenues - changes

- We originally budgeted sales tax revenue to remain at FY15 budgeted levels of \$4,483,432. Sales tax revenue was increased by 1% or \$44,834;
- The certified property valuations declined slightly, and property tax revenues were reduced by \$613;
- Sale of property was reduced by \$956.

Expenditures - decreased

- WCAD costs for the City of Brenham portion were decreased by \$18,699 based on the appraisal district budget.

Utility Fund Revisions

The mid-year 2% COLA of \$29,005 has been allocated to the utility funds and will be funded with utility revenues.



AGENDA ITEM 8

DATE OF MEETING: August 6, 2015	DATE SUBMITTED: August 3, 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 checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Proposal to Adopt a Tax Rate of \$0.4731 per \$100 Valuation for the 2015 Tax Year, Take Record Vote and Set the Public Hearings on the Proposed Tax Rate in Accordance with State Law.		
SUMMARY STATEMENT: See separate memo from Chief Financial Officer on this item.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from Chief Financial Officer		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: See wording for motion on separate memo from Chief Financial Officer		
APPROVALS: Terry K. Roberts		



MEMORANDUM

To: Mayor, Council and City Manager

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

Subject: Discuss Proposed Property Tax Rate, Take Record Vote and
Schedule Public Hearings

Date: August 3, 2015

Developing an annual budget and adopting a property tax rate to support that budget must be accomplished in compliance with property tax code, local government code, and City Charter. Following these legislative guidelines ensures that the public is informed of any increases.

During the week of July 20, 2015, Council Budget Workshops were held to review and finalize the proposed FY2015-16 budget. As discussed during these workshops, based on increased taxable valuations, we will be decreasing the property tax rate of \$0.4912 per \$100 valuation by \$0.0181. The new property tax rate of \$0.4731 consists of a maintenance and operations (M&O) rate of \$0.2950 and a debt service (interest and sinking) rate of \$0.1781.

The Washington County Appraisal District has certified taxable values of \$1,188,742,237 for the 2015 Tax Year. We experienced a 7.93% or \$87,293,034 increase in total taxable values over the 2014 (adjusted) values. The increase is comprised of:

- **\$16,168,737** **19%** New properties and new improvements
- **\$71,124,297** **81%** Increase in existing property values

The proposed FY15-16 budget includes a proposal to increase the current M&O tax rate from \$0.2890 to \$0.2950. The combined impact of the increased property values along with the increase in the M&O tax rate will generate additional tax revenue over the current year of \$317,129. The table on the next page shows the tax rate components.

Property Tax Rate

	<u>O&M</u>	<u>I&S</u>	<u>Total</u>
Current FY14-15	\$0.2890	\$0.2022	\$0.4912
Proposed Tax Rate FY15-16	\$0.2950	\$0.1781	\$0.4731
Proposed Increase (Decrease)	\$0.0060	(\$0.0241)	(\$0.0181)

Comparison to Effective and Rollback Rate

Proposed Tax Rate FY15-16	\$0.2950	\$0.1781	\$0.4731
Effective Rate			\$0.4632
Rollback Rate before Sales Tax Adjustment			\$0.5174
Sales Tax Adjustment Rate			(\$0.0408)
Adjusted Rollback Rate			\$0.4766

In accordance with the Tax Code, Council must now take a **RECORD VOTE** to place a proposal to adopt the proposed property tax rate on the agendas of future meetings. At this time, Council must also schedule two public hearings on the proposed tax rate.

A separate public hearing on the proposed budget will be held during a Special Council Meeting on September 14, 2015.

Section 26.05 of the Tax Code provides the specific motion to be made for the record vote on the proposed tax rate when the proposal is above the effective rate. As stated above, the proposal is to *decrease the current tax rate* of \$0.4912 per \$100 valuation to \$0.4731 per \$100 valuation. This new rate is above the effective tax rate of \$0.4632 and will produce higher revenues, which necessitates **that the motion for the record vote should be made as follows:**

“I move that the property tax rate be decreased by the adoption of a tax rate of \$0.4731 per \$100 valuation, which is effectively a 2.14% increase in the tax rate, to be considered by the governing body on the agendas of the September 14, 2015 and September 17, 2015 meetings and to schedule public hearings on the proposed tax rate for August 27, 2015 and September 3, 2015 in accordance with state law.”



AGENDA ITEM 9

DATE OF MEETING: August 6, 2015	DATE SUBMITTED: July 30, 2015	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, from a Local Business/Residential Mixed Use (B-1) District to a Residential (R-1) District on 9.873 Acres of Land Out of the Phillip H. Coe Survey A-31 in Brenham, Washington County, Texas (Said Property Being Known as Timber Oaks Subdivision, Section III)		
SUMMARY STATEMENT: Gregory Appel has requested a rezoning for 9.873 acres of land that is currently zoned B-1 Local Business/Residential Mixed use to R-1 Residential Single Family. A final plat of this property was recently approved by the Planning and Zoning Commission which consists of 24 single family residential lots. The zoning classification of B-1 would have allowed the applicant to “down zone” the property to single family residential due to the city adopting comprehensive zoning. Mr. Appel has requested the change to single family to help with marketing the properties in the future.		
<u>Comprehensive Plan Compliance</u> The City of Brenham Envision 20/20 Comprehensive Plan supports this property being a single family residential district.		
<u>Thoroughfare Plan Compliance</u> The main entrance to the subdivision comes from Old Mill Creek Rd. which is classified as a minor collector. The interior roads of the subdivision will be built as local residential. Each of the road classifications will support this type of development.		
<u>Public Concerns</u> Staff has not received any concerns from neighboring property owners at this point.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Allow for orderly development.		
B. CONS:		

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Ordinance
FUNDING SOURCE (Where Applicable): None
RECOMMENDED ACTION: Approve an Ordinance on its first reading amending the Official Zoning Map of the City of Brenham, from a Local Business/Residential Mixed Use (B-1) District to a Residential (R-1) District on 9.873 acres of land out of the Phillip H. Coe Survey A-31 in Brenham, Washington County, Texas (said property being known as Timber Oaks Subdivision, Section III)
APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING CLASSIFICATION OF 9.873 ACRES OF LAND OUT OF THE PHILIP H. COE SURVEY A-31 IN BRENHAM, WASHINGTON COUNTY, TEXAS FROM A LOCAL BUSINESS/RESIDENTIAL MIXED USE (B-1) DISTRICT TO A RESIDENTIAL (R-1) DISTRICT; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS

WHEREAS, the City of Brenham has adopted Appendix A – “Zoning” of the City of Brenham Code of Ordinances, as amended, which divides the City of Brenham into various zoning districts; and

WHEREAS, Appendix A – “Zoning” of the City of Brenham Code of Ordinance authorizes the City Council of the City of Brenham (“City Council”) to grant zoning amendments within the various zoning districts; and

WHEREAS, on August 3, 2015 the City of Brenham Planning and Zoning Commission held a public hearing on this amendment; and

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission during its regular meeting on August 3, 2015; and

WHEREAS, on August 6, 2015 the City Council held a public hearing on this amendment; and

WHEREAS, the City Council finds that all notice requirements have been met; and

WHEREAS, this amendment is in compliance with the City of Brenham’s “Envision 2020” Comprehensive Plan;

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended by changing the zoning classification of 9.873 acres of land out of the Philip H. Coe survey A-31 in Brenham, Washington County, Texas, being more fully described and depicted in Exhibit “A” which is attached hereto and incorporated herein for all purposes pertinent, from a Local Business/Residential (B-1) District to a Residential (R-1) District.

SECTION 2. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

SECTION 3. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 4. It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public as required and that public notice of the time, place and purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on its first reading this the _____ day of August, 2015.

PASSED and APPROVED on its second reading this the _____ day of August, 2015.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

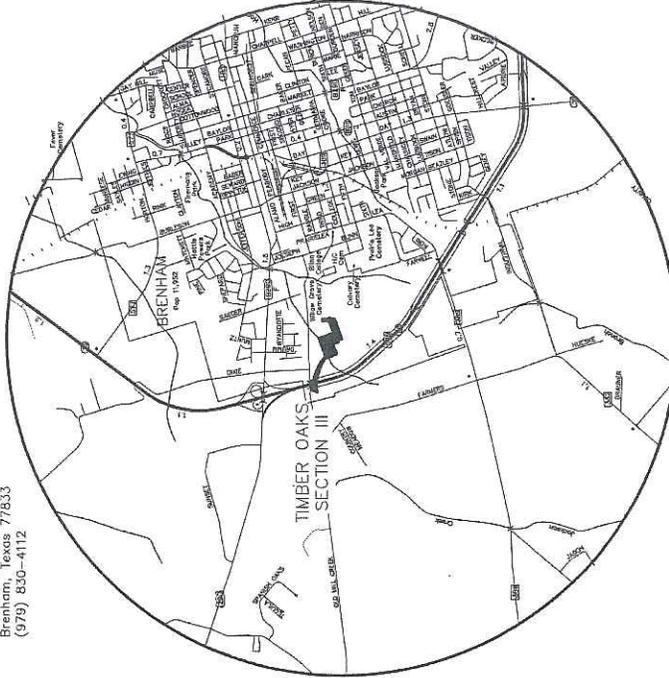
FINAL PLAT TIMBER OAKS SUBDIVISION SECTION III

A SUBDIVISION OF 9.873 ACRES OF LAND
OUT OF THE
PHILIP H. COE SURVEY A-31
CITY OF BRENHAM
WASHINGTON COUNTY, TEXAS
JUNE 2015

SURVEYOR:
J. JONES & CARTER, INC.
ENGINEERS, PLANNERS & SURVEYORS
1608 South Day Street
Brenham, Texas 77833-4699
(979) 692-9031 www.jonescarter.com
Texas Registration No. 124632-02

OWNER:
Gregory E. Appel and John J. Appel
2501 Chertemps
Brenham, Texas 77833
(979) 451-0136
(979) 383-4133

OWNER:
Blinn College
902 College Avenue
Brenham, Texas 77833
(979) 830-4112



VICINITY MAP (NOT TO SCALE)

Owner Acknowledgement:

STATE OF TEXAS

COUNTY OF WASHINGTON

Gregory E. Appel and John J. Appel (Rental Partnership, the owner of the land described herein, whose name is subscribed hereto, do hereby offer, adopt and acknowledge the plat of said property in accordance with the plat shown hereon.

Gregory E. Appel and John J. Appel (Rental Partnership)

Gregory E. Appel, Partner John J. Appel, Partner

This instrument was acknowledged before me on the _____ day of _____, 2015 by Gregory E. Appel and John J. Appel (Rental Partnership).

Notary Public State of Texas Notary's Name (Printed): _____ Notary's Commission Expires: _____

Owner Acknowledgement:

STATE OF TEXAS

COUNTY OF WASHINGTON

We, The Junior College District of Washington County, Texas (more commonly and also known as Blinn College), the owner of the land described herein, whose name is subscribed hereto do hereby offer, adopt and acknowledge the plat of said property in accordance with the plat shown hereon.

Douglas Burdick, Board President of The Junior College District of Washington County, Texas (more commonly and also known as Blinn College)

This instrument was acknowledged before me on the _____ day of _____, 2015 by The Junior College District of Washington County, Texas (more commonly and also known as Blinn College)

Notary Public State of Texas Notary's Name (Printed): _____ Notary's Commission Expires: _____

CITY OF BRENHAM APPROVAL

Approved this _____ day of _____, 2015, by the City Manager of the City of Brenham, Texas, as authorized by section 23-11 of the City of Brenham Code of Ordinances and section 214.086 of the Texas Local Government Code.

City Manager _____

COUNTY CLERK CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WASHINGTON

I, Beth Holthorn, County Clerk, in and for said County, Washington County, Texas, do hereby certify that I prepared this Certificate of Authentication was filed in my office the _____ day of _____, 2015, A.D. at _____ o'clock _____ M., and duly recorded the _____ day of _____, 2015, A.D. at _____ o'clock _____ M. in the Plat Records in Sudo No. _____ and Book No. _____ of the and seal of the County Court of the said County, at office in Brenham, Texas.

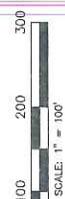
By: _____ Beth Holthorn
County Clerk
Washington County,
Texas

WITNESSED BY THESE PRESENTS, That I, William R. Krueger, do hereby certify that I prepared this plat from an actual and accurate survey of the land described herein, and that the same was lawfully and properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Brenham, Texas.

William R. Krueger, PLS 2835
June 2, 2015



SET 3/4-INCH IRON ROD CAPPED "JONES & CARTER" UNLESS OTHERWISE NOTED.
 DEED RECORDS OF WASHINGTON COUNTY
 OFFICIAL RECORDS OF WASHINGTON COUNTY
 POINT OF BEGINNING
 PUBLIC UTILITY EASEMENT
 BUILDING SETBACK LINE
 ADJACENTS
 CENTRELINE OF PROPOSED ROADS
 EASEMENTS / BUILDING LINES
 BLOCK NUMBER

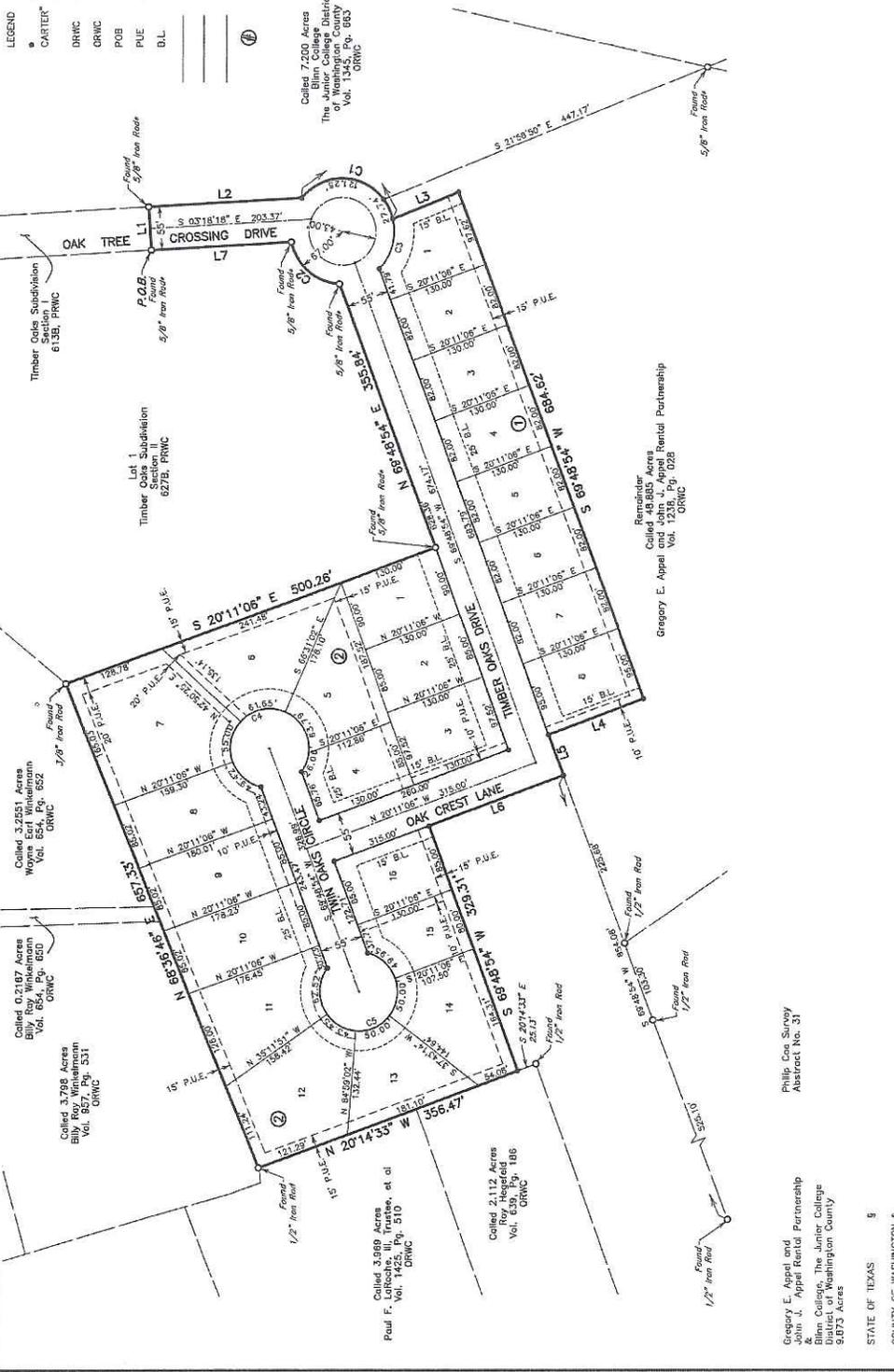


CURVE	BEARING	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	S 125°45'54\"	120.14'	120.14'	S 125°45'54\"	127°24'42\"
C2	N 40°58'14\"	81.32'	74.435'	N 40°58'14\"	74°43'52\"
C3	S 74°07'50\"	65.51'	58.391'	S 74°07'50\"	58°39'19\"
C4	N 20°11'06\"	55.00'	55.00'	N 20°11'06\"	20°11'06\"
C5	N 20°11'06\"	55.00'	55.00'	N 20°11'06\"	20°11'06\"

LINE	BEARING	DISTANCE
L1	S 03°18'18\"	193.13'
L2	S 03°18'18\"	193.13'
L3	S 21°58'50\"	91.49'
L4	N 20°11'06\"	130.00'
L5	S 69°48'54\"	55.00'
L6	N 03°18'18\"	176.24'

GENERAL NOTES:

- All side lot lines not otherwise noted have a building setback line ten (10) feet from the lot line.
- Bearings shown herein are based on the Texas Coordinate System of 1983 (adj. 2011), Central Zone.
- According to Map No. 484772092SC of the Federal Emergency Management Agency's Flood Insurance Rate Maps for City of Brenham, Texas, dated August 16, 2011, the subject tract is situated within the Flood Hazard Zone X-1, defined as area determined to be outside the 500-year flood plain.
- This flood statement does not imply that the property or structures thereon are not subject to flooding. Flood heights may be increased by man-made or natural causes. The flood statement shall not create liability on the part of the surveyor.
- All lot corners are marked with a 5/8-inch iron rod capped "Jones & Carter" unless otherwise noted.
- The Blinn College 7.200 acre tract was created in the Exchange Deed recorded in Volume 1345, Page 663 of the Official Records of Washington County, and included geometry designed to allow for the subdivision of the 7.200 acre tract into 12 lots. The 7.200 acre tract is divided into 12 lots by the 30' cut-off-sac and the 87' round about right-of-way designated by this plat. There is included herein two small portions of the Blinn College 7.200 acre tract. This leaves a remainder of 7.200 acre tract. Said 7.200 acre tract is being conveyed to the Blinn College 7.200 acre tract. This small remainder tract is to be conveyed to Blinn College by a separate instrument.



THENCE, North 69°48'54\"

THENCE, North 20°11'06\"

THENCE, North 20°11'06\"

THENCE, North 20°11'06\"

FINAL PLAT TIMBER OAKS SUBDIVISION SECTION III

**A SUBDIVISION OF 9873 ACRES OF LAND
 OUT OF THE
 PHILIP H. COE SURVEY A-81
 CITY OF BRENHAM
 WASHINGTON COUNTY, TEXAS
 JUNE 2015**

**SURVEYOR:
 J.C. JONES & CARTE R., INC.
 ENGINEERS-PLANNERS-SURVEYORS**

1500 South Day Street
 Brenham, Texas 77833-6586
 (979) 833-4511
 Texas State Board of Professional Land Surveying
 Registration No. 5086192

OWNER:
 Gregory E. Appel and John J. Appel
 Rental Partnership
 2502 Cheril Lane
 Brenham, Texas 77833
 (979) 451-0136

OWNER:
 Blinn College
 902 College Avenue
 Brenham, Texas 77833
 (979) 830-4112

THENCE, North 69°48'54\"

THENCE, North 20°11'06\"

THENCE, North 20°11'06\"



AGENDA ITEM 10

DATE OF MEETING: August 6, 2015	DATE SUBMITTED: July 29, 2015	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading for the Abandonment of a Portion of Live Oak Street		
SUMMARY STATEMENT: Tommie Wellmann, Lot 2, 4 & 6 of Beckers Subdivision of Lot 22 Davidson Addition or referred to as 903 E. Main St. and Main Street Baptist Church located J.W. Scott tract of Beckers Subdivision of Lot 22 Davidson Addition or 905 E. Main St. own property that abuts an unimproved right-of-way named Live Oak St. on the Beckers Subdivision of Lot 22 Davidson Addition plat filed on April 4, 1914. 903 E. Main St. will have frontage on E. Main, Sycamore St and N. Chappell Hill St even with the abandonment of Live Oak St. 903 E. Main St. will have access on E. Main St. after the abandonment of Live Oak St. Adequate access will still be available for the property owners. Tommie Wellmann has submitted a request to abandon this unimproved right-of-way, as depicted on Exhibit "A" of the attached ordinance. Main Street Baptist Church board has submitted a letter stating they have no opposition to the abandonment of Live Oak Street. Half of the right of way will go to each property owner. Staff recommends approving this abandonment subject to a replat being filed to include the abandoned right-of-way remaining lots being platted into one lot. The ordinance will take effect once a subdivision replat meeting this criterion is approved by the Planning and Zoning Commission.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p style="margin-left: 20px;">A. PROS: Removes City maintenance responsibilities for this unimproved right-of-way.</p> <p style="margin-left: 20px;">B. CONS:</p>		
ALTERNATIVES (In Suggested Order of Staff Preference): 1. Approve request, 2. Deny request		
ATTACHMENTS: (1) Ordinance; and (2) Application to Vacate from Tommie Wellmann		
FUNDING SOURCE (Where Applicable): None		

RECOMMENDED ACTION: Approve an Ordinance on its first reading for the abandonment of a portion of Live Oak Street

APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF LIVE OAK STREET RIGHT-OF-WAY AS SHOWN ON THE PLAT FOR THE BECKER'S SUBDIVISION OF LOT 22 OF THE DAVIDSON ADDITION FILED FOR RECORD ON APRIL 4, 1914.

WHEREAS, the City of Brenham has ownership of the portion of the Live Oak Street right-of-way as shown on the Plat for the Becker's Subdivision of Lot 22 of the Davidson Addition filed for record on April 4, 1914 in the official records of Washington County, Texas; and

WHEREAS, an adjoining property owner has requested the abandonment and closing of a portion of the Live Oak Street right-of-way; and

WHEREAS, the adjoining property owner requesting the abandonment of a portion of the Live Oak Street right-of-way owns lots 2, 4 and 6 of Becker's Subdivision of Lot 22 of the Davidson Addition; and

WHEREAS, the abandonment and closing of the portion of the Live Oak Street right-of-way as shown on the plat for the Becker's Subdivision of Lot 22 of the Davidson Addition will not create an undue burden on traffic; and

WHEREAS, the City of Brenham has no need or use for the portion of the Live Oak Street right-of-way as shown on the plat for the Becker's Subdivision of Lot 22 of the Davidson Addition as a public thoroughfare, and said portion of the Live Oak Street right-of-way remains undeveloped, unimproved and unused; and

WHEREAS, the City Council of the City of Brenham desires to abandon and close the portion of the Live Oak Street right-of-way as shown on the plat for the Becker's Subdivision of Lot 22 of the Davidson Addition as a public thoroughfare, said closure and abandonment being in the best interest of the citizens of Brenham; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Brenham, Texas:

SECTION I.

That the portion of the Live Oak Street right-of-way as shown on the plat for Becker's Subdivision of Lot 22 of the Davidson Addition is hereby abandoned and closed as a public thoroughfare.

SECTION II.

This street right-of-way to be closed and abandoned is currently undeveloped and unimproved, and any existing or future maintenance by the City of Brenham will cease.

SECTION III.

The Mayor of the City of Brenham is hereby authorized to execute any documents necessary for the conveyance of the portion of Live Oak Street right-of-way as shown on the plat for the Becker's Subdivision of Lot 22 of the Davidson Addition, attached hereto as Exhibit "A" and incorporated herein for all purposes, to the adjoining property owners.

SECTION IV.

This Ordinance shall take full force and effect from and after its passage and approval on second reading.

PASSED and **APPROVED** on its first reading this the _____ day of August, 2015

PASSED and **APPROVED** on its second reading this the _____ day of August, 2015.

Milton Y. Tate
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Exhibit A

PROFESSIONAL LAND SURVEYORS

P. O. Box 2037 - 1408 West Main Street

Brenham, Texas 77833

(979) 836-6677 - Fax (979) 836-1177

Texas Licensed Surveying Firm No. 10040700

THE STATE OF TEXAS

SURVEYOR'S DESCRIPTION

CITY OF BRENHAM, TEXAS

COUNTY OF WASHINGTON

TRACT 1- WEST HALF

0.036 ACRE

All that certain tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas, part of the A. Harrington Survey, A-55, being a southerly portion of Live Oak Street (unimproved) shown on the plat of Beckers Subdivision of Lot 22 of the Davidson Addition, plat being recorded in Plat Cabinet File Slide 5-A, Plat Records of Washington County, Texas, being bounded on the south by East Main Street and on the north by Lot 7 of the L. D. Brown Subdivision, plat being recorded in Plat Cabinet File Slide 182A, Plat Records of Washington County, Texas, and being more fully described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2" iron rod found for the southwest corner of said Lot 7 of the L. D. Brown Subdivision, being an angle in the east line of a Tommie Wellmann tract called 0.912 acre (1462/282, O.R.W.C.,Tx.), being the northwest corner of this tract and of said southerly portion of unimproved Live Oak Street;

THENCE along a portion of the south line of said Lot 7, North 72 degrees 34 minutes 12 seconds East, 12.31 feet to a 1/2" iron rod set for the northeast corner hereof and for the northwest corner of a 0.036 acre tract referred to as Tract 2-East Half of unimproved Live Oak Street;

THENCE through said unimproved Live Oak Street, South 17 degrees 18 minutes 48 seconds East, 127.23 feet to a 1/2" iron rod set on the north margin of East Main Street for the southeast corner hereof and for the southwest corner of said Tract 2-East Half;

THENCE along the north margin of East Main Street, South 73 degrees 54 minutes 12 seconds West, 12.31 feet to a 1/2" iron rod set on the north margin of East Main Street for the southwest corner of this tract and of said southerly portion of unimproved Live Oak Street, being the southeast corner of a Tommie Wellmann tract called 5,436 Sq. Ft. (1466/476, O.R.W.C.,Tx.);

THENCE along the east line of last said Wellmann tract and said Wellman tract called 0.912 acre, North 17 degrees 18 minutes 48 seconds West, 126.95 feet to the PLACE OF BEGINNING and containing 0.036 acre of land, more or less.

Reference is hereby made to a separate survey plat bearing even date herewith.
Bearings are based on the Texas Coordinate System of 1983-Central Zone as obtained by GPS observations.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this description accurately represents the results of an on the ground survey made under my direction.

Dated this the 29th day of December, 2014.


Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc



LAMPE SURVEYING, INC

2770-14-2

PROFESSIONAL LAND SURVEYORS

P. O. Box 2037 - 1408 West Main Street

Brenham, Texas 77833

(979) 836-6677 - Fax (979) 836-1177

Texas Licensed Surveying Firm No. 10040700

THE STATE OF TEXAS

SURVEYOR'S DESCRIPTION

CITY OF BRENHAM, TEXAS

COUNTY OF WASHINGTON

TRACT 2- EAST HALF

0.036 ACRE

All that certain tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas, part of the A. Harrington Survey, A-55, being a southerly portion of Live Oak Street (unimproved) shown on the plat of Beckers Subdivision of Lot 22 of the Davidson Addition, plat being recorded in Plat Cabinet File Slide 5-A, Plat Records of Washington County, Texas, being bounded on the south by East Main Street and on the north by Lot 7 of the L. D. Brown Subdivision, plat being recorded in Plat Cabinet File Slide 182A, Plat Records of Washington County, Texas, and being more fully described by metes and bounds as follows, to-wit:

BEGINNING at a "X" chiseled in a concrete sidewalk on the north margin of East Main Street for the southwest corner of the Main Street Baptist Church tract (86/473), being the southeast corner of this tract and of said southerly portion of unimproved Live Oak Street, a found 1/2" iron rod bears North 17 degrees 18 minutes 48 seconds West, 0.57 feet;

THENCE along the north margin of East Main Street, South 73 degrees 54 minutes 12 seconds West, 12.31 feet to a 1/2" iron rod set on the north margin of East Main Street for the southwest corner of this tract and for the southeast corner of a 0.036 acre tract referred to as Tract 1-West Half of unimproved Live Oak Street;

THENCE through said unimproved Live Oak Street, North 17 degrees 18 minutes 48 seconds West, 127.23 feet to a 1/2" iron rod set on the south line of Lot 7 of said L. D. Brown Subdivision for the northwest corner of this tract and for the northeast corner of said Tract 1-West Half;

THENCE along a portion of the south line of said Lot 7, North 72 degrees 34 minutes 12 seconds East, 12.31 feet to a 1/2" iron rod set for the northwest corner of said Main Street Baptist Church tract, being the northeast corner of this tract;

THENCE along the west line of said Main Street Baptist Church tract, South 17 degrees 18 minutes 48 seconds East, 127.52 feet to the PLACE OF BEGINNING and containing 0.036 acre of land, more or less.

Reference is hereby made to a separate survey plat bearing even date herewith.
Bearings are based on the Texas Coordinate System of 1983-Central Zone as obtained by GPS observations.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this description accurately represents the results of an on the ground survey made under my direction.

Dated this the 29th day of December, 2014.


Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc



2770-14.2
2770ST.2

30 0 30 60 90

A. HARRINGTON SURVEY, A-55

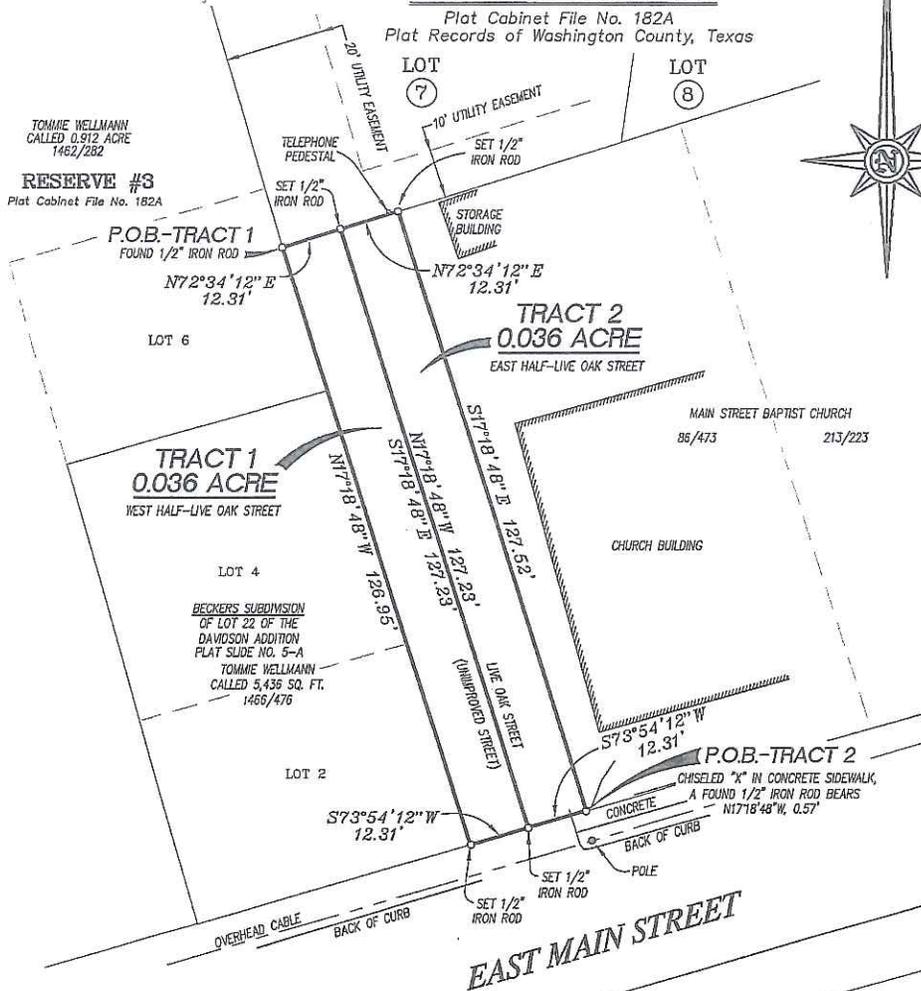
CITY OF BRENHAM
WASHINGTON COUNTY, TEXAS

GRAPHIC SCALE - FEET

Bearings are based on the Texas Coordinate System of 1983-Central Zone as obtained by GPS observations.

L.D. BROWN SUBDIVISION

Plat Cabinet File No. 182A
Plat Records of Washington County, Texas



SURVEY PLAT OF

TRACT 1-0.036 ACRE OF LAND (WEST HALF OF LIVE OAK STREET) AND TRACT 2-0.036 ACRE OF LAND (EAST HALF OF LIVE OAK STREET), LYING AND BEING SITUATED IN THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS, PART OF THE A. HARRINGTON SURVEY, A-55, BEING A SOUTHERLY PORTION OF LIVE OAK STREET (UNIMPROVED) SHOWN ON THE PLAT OF BECKERS SUBDIVISION OF LOT 22 OF THE DAVIDSON ADDITION, PLAT BEING RECORDED IN PLAT CABINET FILE SLIDE 5-A, PLAT RECORDS OF WASHINGTON COUNTY, TEXAS, BEING BOUNDED ON THE SOUTH BY EAST MAIN STREET AND ON THE NORTH BY LOT 7 OF THE L. D. BROWN SUBDIVISION, PLAT BEING RECORDED IN PLAT CABINET FILE SLIDE 182A, PLAT RECORDS OF WASHINGTON COUNTY, TEXAS.



NOTES:

- Reference is hereby made to separate descriptions of the subject tracts.
- Iron rods set are fitted with plastic cap stamped Lampe Surveying.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this plat accurately represents the results of an on the ground survey made under my direction.

Dated this the 29th day of December, 2014.

Matt D. Lampe
Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc

LAMPE SURVEYING, INC PROFESSIONAL LAND SURVEYORS

1408 WEST MAIN STREET
P. O. BOX 2037
BREHMAN, TEXAS 77834
(979) 836-6677 * FAX (979) 836-1177
TEXAS LICENSED SURVEYING FIRM NO. 10040700
W.O. 2770 2770S4.DWG 2770WELLMANN.CRD

APPLICATION TO VACATE
A PORTION OF Live Oak Street,
A PUBLIC STREET/RIGHT-OF-WAY IN THE CITY OF Brenham, TEXAS
WITHIN the Becker SUBDIVISION
Date: 4-27-2015

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF Brenham, TEXAS:

1. The undersigned hereby make(s) application for the vacation and abandonment of that portion of the above named street or public ROW more particularly described in Exhibit 1 attached.
2. The undersigned will hold the City of Brenham, Texas, harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such vacation and abandonment.
3. Attached, marked Exhibit 2, is a plat or sketch of the street sought to be vacated, the surrounding area, the nearest streets in all directions, the abutting lots and blocks, and the addition in which the above described portion of such street or public ROW is situated, together with the record owners of such lots.
4. Attached, marked Exhibit 3, is the consent of the public utilities to such vacation.
5. Attached, marked Exhibit 4, is the consent to such vacation of all the abutting property owners, except the following; (if none, so state).

(a) Name: _____

Address: _____

Why consent not obtained:

(b) Name:

Address:

Why consent not obtained:

(c) Name:

Address:

Why consent not obtained:

(d) Name:

Address:

Why consent not obtained:

6. Attached, marked Exhibit 5, are copies of recorded deeds or a title check performed by a title company showing current ownership of all prop-erty contiguous to the area proposed to be abandoned.

7. Such street or public ROW should be vacated because:

It has been abandoned

8. Such street or public ROW has been and is being used as follows:

It has been abandoned

[Handwritten Signature]

Applicant

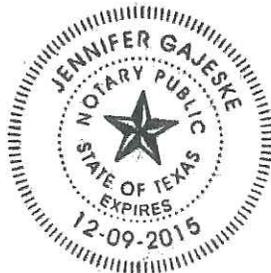
Address:

Tomnie Wellmann
905 E. Main St.
Brenham, TX 77833

THE STATE OF TEXAS §

COUNTY OF Washington §

This instrument was acknowledged before me this 27th day of April, 2015
by Tomnie Wellmann.



[Handwritten Signature]
Notary Public, State of Texas

Exhibit 2

Plat or sketch of the street sought to be vacated, including the surrounding area, the nearest streets in all directions, the abutting lots and blocks, and the addition in which the above described portion of such street or public ROW is situated, together with the record owners of such lots.

30 0 30 60 90

GRAPHIC SCALE - FEET

Bearings are based on the Texas Coordinate System of 1983-Central Zone as obtained by GPS observations.

A. HARRINGTON SURVEY, A-55

CITY OF BRENHAM
WASHINGTON COUNTY, TEXAS

L.D. BROWN SUBDIVISION

Plat Cabinet File No. 182A
Plat Records of Washington County, Texas

TOMMIE WELLMANN
CALLED 0.912 ACRE
1462/282

RESERVE #3
Plat Cabinet File No. 182A

P.O.B.-TRACT 1
FOUND 1/2" IRON ROD
N72°34'12"E
12.31'

TRACT 1
0.036 ACRE
WEST HALF-LIVE OAK STREET

LOT 4
BECKERS SUBDIVISION
OF LOT 22 OF THE
DAVIDSON ADDITION
PLAT SLIDE NO. 5-A
TOMMIE WELLMANN
CALLED 5,436 SQ. FT.
1466/476

LOT 2

S73°54'12"W
12.31'

TRACT 2
0.036 ACRE
EAST HALF-LIVE OAK STREET

MAIN STREET BAPTIST CHURCH
86/473 213/223

CHURCH BUILDING

P.O.B.-TRACT 2
CHISELED "X" IN CONCRETE SIDEWALK,
A FOUND 1/2" IRON ROD BEARS
N171°48'W, 0.57'

EAST MAIN STREET



SURVEY PLAT OF

TRACT 1-0.036 ACRE OF LAND (WEST HALF OF LIVE OAK STREET) AND TRACT 2-0.036 ACRE OF LAND (EAST HALF OF LIVE OAK STREET), LYING AND BEING SITUATED IN THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS, PART OF THE A. HARRINGTON SURVEY, A-55, BEING A SOUTHERLY PORTION OF LIVE OAK STREET (UNIMPROVED) SHOWN ON THE PLAT OF BECKERS SUBDIVISION OF LOT 22 OF THE DAVIDSON ADDITION, PLAT BEING RECORDED IN PLAT CABINET FILE SLIDE 5-A, PLAT RECORDS OF WASHINGTON COUNTY, TEXAS, BEING BOUNDED ON THE SOUTH BY EAST MAIN STREET AND ON THE NORTH BY LOT 7 OF THE L. D. BROWN SUBDIVISION, PLAT BEING RECORDED IN PLAT CABINET FILE SLIDE 182A, PLAT RECORDS OF WASHINGTON COUNTY, TEXAS.

NOTES:

- Reference is hereby made to separate descriptions of the subject tracts.
- Iron rods set are fitted with plastic cap stamped Lampe Surveying.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this plat accurately represents the results of an on the ground survey made under my direction.

Dated this the 29th day of December, 2014.

Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc

**LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS**

1408 WEST MAIN STREET
P. O. BOX 2037
BREHMAN, TEXAS 77834
(979) 836-6677 * FAX (979) 836-1177
TEXAS LICENSED SURVEYING FIRM NO. 10040700
W.O. 2770 2770S4.DWG 2770WELLMANN.CRD

Exhibit 3

Consent of the public utilities

1. Electric Company: _____
2. Gas Department: _____
3. Water Department: _____
4. Sewer Department: _____
5. Cable Company: _____
6. Other: _____
- 7.

Exhibit 4

Consent of abutting property owners

1. Name: Main Street Baptist Church
Address: 905 E. Main St., Brenham, TX 77833
2. Name: _____
Address: _____
3. Name: _____
Address: _____
4. Name: _____
Address: _____
5. Name: _____
Address: _____
6. Name: _____
Address: _____
7. Name: _____
Address: _____
8. Name: _____
Address: _____
9. Name: _____
Address: _____
10. Name: _____
Address: _____

Request for Abandonment of Public Easements or Rights-of-Way

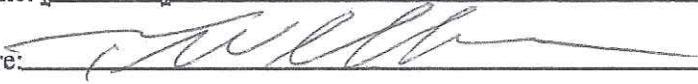
Applicant:

Name: Tommie Wellman

Address: 1005 E. Main St.

Brenham, TX 77833

Telephone: (979) 421-0529

Signature: 

Submission Date: _____

General Location or Description of Property to be Abandoned:

Unimproved street of the City of Brenham
known as Live Oak Street

The following information must accompany the application:

1. Copies of recorded deeds showing current ownership of all property contiguous to the area proposed to be abandoned.
2. Written concurrence of all persons who own property contiguous to the area proposed to be abandoned.
3. Legal description of property to be abandoned.
4. Map showing location.
5. Application fee of _____ Dollars (\$).

City of Brenham
200 W. Vulcan St.
Brenham, TX 77833

Re: Abandonment of Live Oak Street

Date: July 9, 2015

We the governing board of the Main Street Baptist Church of Brenham, Texas located at 905 E. Main Street, Brenham, Texas 77833 hereby give our approval and consent for the abandonment of the Property known as Live Oak Street, an undeveloped street in the City of Brenham, Texas which forms the boundary between the following described Tracts:

- 1) 905 E. Main Street, Brenham, Texas 77833, a lot owned by the Main Street Baptist Church of Brenham, Texas.
- 2) 903 E. Main Street, Brenham, Texas 77833, a lot described in Deed dated April 4, 2014 from Joyce Osborne to Tommie L. Wellmann and recorded in Volume 1466, Page 476 of the Official Records of Washington County, Texas.

X Deacons Charles Shea, Sr.

Deborah Jeffery

Dea. Eddie Jones

Deacon
Billie Lott

PREPARED IN THE OFFICE OF:

LACINA & KENJURA, P.C.
418 North Park St.
P.O. Box 557
Brenham, TX 77834
Tel: (979) 836-5288
Fax: (979) 836-7738



AGENDA ITEM 11

DATE OF MEETING: August 6, 2015	DATE SUBMITTED: July 31, 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 checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Approval of the FY2015-16 Proposed Budget for the Washington County Appraisal District.		
SUMMARY STATEMENT: The City has received a copy of the Washington County Appraisal District's (WCAD) FY2015-2016 Proposed Budget. The WCAD proposed budget shows an increase of \$10,743 over the prior year's budget due to a 4.69% salary increase adopted by the Brenham Independent School District Board and several other smaller line item increases. Due to a shift in the cost share percentages (from 12.14% to 10.23%) and a \$5,530 refund of FY13-14 unused funds, the City will actually see a decrease of \$18,699. Total WCAD costs of \$71,986 are included in the General Fund proposed budget for fiscal year 2016. I have attached the transmittal letter from Mr. Willy Dilworth and he will be attending the Council meeting to present the information and to answer any questions that may arise.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Transmittal letter from Willy Dilworth, Chief Appraiser		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve the FY2015-16 Proposed Budget for the Washington County Appraisal District.		
APPROVALS: Terry K. Roberts		

WASHINGTON COUNTY APPRAISAL DISTRICT

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

July 12, 2015

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

Dear Mr. Roberts;

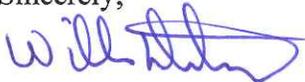
I have attached the proposed budget for 2015-2016 for the Washington County Appraisal District. This budget shows a total cost of \$757,834. This is an increase of \$10,743 over last year's budget that totaled \$747,091. I have also attached a chart showing the cost for 2014, the cost of proposed 2015, the refund, and the net 2015 cost to each entity.

This budget allows for the 4.69% salary increase adopted by the BISSD School Board. There are some smaller increases based on "hard cost" increases.

Given the economic issues we are facing, I would like to propose that we offset part of this budget with the carryover from the 2013-2014 budget. This amount was \$54,019. It would have been nice to retain part of this for future needs, but current needs seem to be more pressing.

It is planned to adopt this budget at our July 28, 2015 board of directors meeting. We will then ask your blessing for its approval. Please let me know if you have any questions.

Sincerely;



Willy Dilworth

Washington County Appraisal District
2015-2016 Budget
Preliminary
June 23, 2015

41 General Administration

6100 Payroll Costs		2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Professional Personnel	6119.00-952-0-99	\$ 54,194.00	\$ 55,794.00	\$ 57,691	\$ 58,845	\$ 63,020
Para Professional Personnel	6129.00-952-0-99	\$ 335,025	\$ 339,805	\$ 367,563	\$ 374,914	\$ 406,927
In District Travel	6139.00-952-0-99	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
FIMM Medicare	6141.00-952-0-99	\$ 4,260	\$ 37,228	\$ 4,151	\$ 4,471	\$ 4,983
Health Insurance	6142.00-952-0-99	\$ 33,200		\$ 26,335	\$ 28,361	\$ 28,206
Workers Comp.	6143.00-952-0-99	\$ 1,100		\$ 509	\$ 549	\$ 598
Unemployment Comp.	6145.00-952-0-99	\$ 300		\$ 300	\$ 323	\$ 114
Teacher Retirement	6146.00-952-0-99	\$ 2,200		\$ 2,202	\$ 2,371	\$ 9,634
New Staff Member			\$ 35,000	\$ -	\$ 35,000	\$ -
Payroll Costs		\$ 435,794	\$ 469,027	\$ 459,951	\$ 506,034	\$ 514,682

6200 Professional & Contracted Services		2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Legal Services	6211.00-952-0-99	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Arbitration	6212.00-952-0-99	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Audit Services	6212.00-952-0-99	\$ 5,500	\$ 5,500	\$ 5,700	\$ 5,850	\$ 5,850
Tax Evaluation- T.Y. Pickett	6213.00-952-0-99	\$ 48,700	\$ 48,700	\$ 48,700	\$ 49,500	\$ 49,500
Data Processing Services	6218.00-952-0-99	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Appraisal Review Board	6219.00-952-0-99	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Contracted Services- Software	6249.00-952-0-99	\$ 42,100	\$ 43,121	\$ 44,797	\$ 46,589	\$ 48,452
Equipment Repair	6249.01-952-0-99	\$ 3,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Contracted Maintenance- MAP	6249.P2-952-0-99	\$ 2,500	\$ 5,383	\$ 5,383	\$ 11,300	\$ 11,300
Contracted Maintenance- Copier	6249.P5-952-0-99	\$ 1,850	\$ 1,850	\$ 1,850	\$ 2,400	\$ 3,500
Building Rental	6269.01-952-0-99	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Professional & Contracted Services		\$ 140,850	\$ 143,254	\$ 145,130	\$ 154,339	\$ 157,302

6300 Supplies & Materials		2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Vehicle Supplies	6311.00-952-0-99	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Books & Magazines	6329.00-952-0-99	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,400
Computer Supplies	6397.00-952-0-99	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
General Supplies	6399.00-952-0-99	\$ 13,000	\$ 13,000	\$ 17,500	\$ 17,500	\$ 17,500
Supplies & Materials		\$ 27,000	\$ 27,000	\$ 31,500	\$ 31,500	\$ 31,900

6400 Other Operating Costs		2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Travel	6411.00-952-0-99	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Insurance & Bonding Expenses	6429.00-952-0-99	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
Fees & Dues	6499.00-952-0-99	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500
Misc. Expenses	6499.01-952-0-99	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Other Operating Costs		\$ 20,500				

6500 Debt Service		2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Computer Note Payment	6512.00-952-0-99	\$ -	\$ -	\$ -	\$ -	\$ -
Interest on Loan	6522.00-952-0-99	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service		\$ -				

6600 Capital Outlay- Land, Buildings & Equip.		2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Vehicles	6631.00-952-0-99	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed Assets- >\$5000	6638.00-952-0-99	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed Assets	6639.00-952-0-99	\$ -	\$ -	\$ -	\$ -	\$ -
Fixed Assets- Unit<\$5000	6649.00-952-0-99	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000
Capital Outlay-Special Projects	6649.SP-952-0-99	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay- Land, Buildings & Equip.		\$ 11,000				

51 Plant Maintenance and Operations

6200 Professional & Contracted Services(51)		2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
ServiceMaster	6248.00-952-0-99	\$ 5,500	\$ 5,600	\$ 5,600	\$ 5,768	\$ 5,500
Water	6255.00-952-0-99	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Telephone	6256.00-952-0-99	\$ 3,000	\$ 3,000	\$ 2,500	\$ 2,500	\$ 1,500
Electricity	6257.00-952-0-99	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Garbage & Sewer	6259.00-952-0-99	\$ 1,200	\$ 1,200	\$ 1,700	\$ 1,700	\$ 1,700
Natural Gas	6258.00-952-0-99	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750
Professional & Contracted Services(51)		\$ 23,450	\$ 23,550	\$ 23,550	\$ 23,718	\$ 22,450

Budget		2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Payroll Costs		\$ 435,794	\$ 469,027	\$ 459,951	\$ 506,034	\$ 514,682

Washington County Appraisal District
2015-2016 Budget
Preliminary
June 23, 2015

Professional & Contracted Services (41)		\$ 140,850	\$ 143,254	\$ 145,130	\$ 154,339	\$ 157,302
Supplies & Materials		\$ 27,000	\$ 27,000	\$ 31,500	\$ 31,500	\$ 31,900
Other Operating Costs		\$ 20,500	\$ 20,500	\$ 20,500	\$ 20,500	\$ 20,500
Debt Service		\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay- Land, Buildings & Equip.		\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000
Professional & Contracted Services(51)		\$ 23,450	\$ 23,550	\$ 23,550	\$ 23,718	\$ 22,450
Totals		\$ 658,594	\$ 694,331	\$ 691,631	\$ 747,091	\$ 757,834

Entity/ Appraisal Allocation	2014 Levy		Entity Cost
Brenham ISD	\$ 26,044,202	49.16%	\$ 372,537
Burton ISD	\$ 4,762,613	8.99%	\$ 68,125
City of Brenham	\$ 5,419,158	10.23%	\$ 77,516
City of Burton	\$ 95,144	0.18%	\$ 1,361
Oak Hill FWD	\$ 118,553	0.22%	\$ 1,696
Washington County General	\$ 10,690,352	20.18%	\$ 152,915
Washington County F&M	\$ 3,895,940	7.35%	\$ 55,728
Blinn College	\$ 1,681,015	3.17%	\$ 24,045
Giddings ISD	\$ 273,441	0.52%	\$ 3,911
	\$ 52,980,418	100%	\$ 757,834

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

Budget Allocation= % Total Levy x \$ 757,834

Entity/ Appraisal Allocation	2014 Cost	2015 Cost	Change	
Brenham ISD	\$ 368,176	\$ 372,537	\$ 4,361	
Burton ISD	\$ 68,462	\$ 68,125	\$ (337)	
City of Brenham	\$ 90,685	\$ 77,516	\$ (13,169)	
City of Burton	\$ 1,329	\$ 1,361	\$ 32	
Oak Hill FWD	\$ 1,656	\$ 1,696	\$ 40	
Washington County General	\$ 131,793	\$ 152,915	\$ 21,122	
Washington County F&M	\$ 56,973	\$ 55,728	\$ (1,245)	
Blinn College	\$ 24,550	\$ 24,045	\$ (505)	
Giddings ISD	\$ 3,467	\$ 3,911	\$ 444	
		\$ 10,743		Increase
				1.6312%

**WASHINGTON COUNTY APPRAISAL DISTRICT
2015-2016 BUDGET
PROPOSED
7-6-2015**

	2014 COST	2015 COST	CHANGE	REFUND	NET CHANGE	2015 ADJUSTED COST
Brenham ISD	\$ 368,176	\$ 372,537	\$ 4,361	\$ 26,575	\$ 22,214	\$ 345,962
Burton ISD	\$ 68,462	\$ 68,125	\$ (337)	\$ 4,860	\$ 5,197	\$ 63,265
City of Brenham	\$ 90,685	\$ 77,516	\$ (13,169)	\$ 5,530	\$ 18,699	\$ 71,986
City of Burton	\$ 1,329	\$ 1,361	\$ 32	\$ 97	\$ 65	\$ 1,264
Oak Hill FWD	\$ 1,656	\$ 1,696	\$ 40	\$ 121	\$ 81	\$ 1,575
Washington County General	\$ 131,793	\$ 152,915	\$ 21,122	\$ 10,908	\$ (10,214)	\$ 142,007
Washington County F&M	\$ 56,973	\$ 55,728	\$ (1,245)	\$ 3,975	\$ 5,221	\$ 51,752
Blinn College	\$ 24,550	\$ 24,045	\$ (505)	\$ 1,715	\$ 2,220	\$ 22,330
Giddings ISD	\$ 3,467	\$ 3,911	\$ 444	\$ 238	\$ (207)	\$ 3,674
	\$ 747,091	\$ 757,834	\$ 10,743	\$ 54,019	\$ 43,276	\$ 703,815



AGENDA ITEM 12

DATE OF MEETING: August 6, 2015	DATE SUBMITTED: July 29, 2015	
DEPT. OF ORIGIN: Purchasing Services	SUBMITTED BY: Sara Parker	
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 type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon A Three (3) Year Extension to the Contract for Uniform Rental Services for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: For the past eight (8) years the City has contracted with G&K Services to provide rental uniforms for City Personnel. G&K launders and maintains the uniforms for which the City pays a weekly rental fee. The contract was established with automatic renewal at expiration unless either party declined. Prior to expiration of the current contract, G&K offered renewal with substantial reduction of rental fees. Total cost of the contract depends on number of employees provided with uniforms, replacement of damaged items and other fees. Yearly cost under the expiring contract is approximately \$23,000. Projections at the new rate show that savings of approximately 40% or \$9,200 per year can be anticipated. The new contract was reviewed by Purchasing Services and the City Attorney and revisions were negotiated to allow termination for convenience without penalty, as well as limitations and controls for price escalation during the term of the contract.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Cost reduction		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) G&K Services Agreement No. 986880		

FUNDING SOURCE (Where Applicable): Various departmental budgets

RECOMMENDED ACTION: Approve a three (3) year extension with G&K Services for uniform rental for various City departments and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts



G&K SERVICES SERVICE AGREEMENT		SERVICE AGREEMENT NUMBER 986880
CUSTOMER <i>City of Breham</i>	PHONE NUMBER <i>979-277-1238</i>	
ADDRESS <i>P.O. Box 1059 Breham, TX. 77834</i>		

This Service Agreement, including the terms and conditions set forth below and in any attached written addenda, all of which are incorporated herein by this reference (collectively, "Agreement"), is entered into by the Customer referenced above and G&K Services, Inc. or one of its affiliates or subsidiaries ("G&K"). G&K agrees to provide the services and merchandise listed in this Agreement.

G&K's Service Guarantee:

- G&K will deliver to Customer all merchandise picked-up by G&K on a regularly scheduled delivery day by the next regularly scheduled delivery day;
- G&K will clean all merchandise using high standards in laundering methods;
- G&K will inspect, repair and deliver to Customer, on the next regularly scheduled delivery day, all merchandise needing repair that can reasonably be repaired;
- G&K will deliver to Customer, on the next regularly scheduled delivery day, replacement or additional uniforms ordered of a standard size and color and which are similar size and color as those in service at Customer, provided that G&K receives the order on a regular delivery day;
- G&K will replace worn-out merchandise of a standard size and color on the next regularly scheduled delivery day with merchandise meeting G&K's high quality standards, at no additional charge to Customer, except for merchandise damaged or lost and except for garment preparation charges;
- G&K will review with Customer, Customer's account for services and merchandise as needed or upon request; and
- G&K will meet or exceed Customer's needs, and respond to any Customer service request or concern within one business day.



G&K Services enhances your company's image and safety by consistently providing superior customer service and high quality work apparel and facility products and services. Our commitment to **Service Excellence** allows you to focus on what you do best while we focus on what we do best.

As a valued customer of G&K Services, we promise you that:

Deliveries are complete, on time, and in good repair

Billing is simple, accurate, and predictable

Your needs are met promptly

If G&K fails to satisfy its Service Guarantee with respect to a particular piece of merchandise or a specific service, upon receipt of written notice from Customer, G&K will promptly undertake to correct the failure and issue Customer a credit for the specific item(s) or service(s) for the applicable service period. If G&K consistently fails to satisfy its Service Guarantee, Customer agrees to deliver written details of any failure to G&K. Upon its receipt, G&K will promptly undertake to correct any such failure, and will do so within 60 days. If G&K fails to correct the specific issue(s) within 60 days, Customer may terminate this Agreement by giving written notice of termination within 15 days after the end of such 60-day period, provided all amounts due G&K are paid, G&K's merchandise is returned to G&K in good and usable condition (excepting ordinary wear and tear), or replacement value is paid for all G&K's merchandise that is unreturned or damaged and/or Non-standard Merchandise (as identified in the table below).

MERCHANDISE/SERVICE ITEMS						
ITEM DESCRIPTION	NUMBER OF PERSONS/QTY.	INVENTORY PER PERSON/ITEM	CHARGE PER ITEM/UNIT PRICE	SERVICE FREQUENCY	CURRENT UNIT REPLACEMENT OR LOSS/DAMAGE VALUE	NON-STANDARD (✓)
<i>65/35 SHIRTS</i>		<i>11</i>	<i>0.20¢</i>	<i>wk</i>	<i>\$15.00</i>	
<i>65/35 PANTS</i>		<i>11</i>	<i>0.20¢</i>	<i>wk</i>	<i>\$15.00</i>	
<i>Cotton Shirts</i>		<i>11</i>	<i>0.27¢</i>	<i>wk</i>	<i>\$18.00</i>	
<i>Cotton PANTS OR DENIM JEANS</i>		<i>11</i>	<i>0.28¢</i>	<i>wk</i>	<i>\$100.00</i>	
<i>Polo Shirts</i>		<i>11</i>	<i>0.27¢</i>	<i>wk</i>	<i>\$12.00</i>	
<i>High Vis Shirts</i>		<i>11</i>	<i>0.35¢</i>	<i>wk</i>	<i>\$27.00</i>	
<i>FR Shirts</i>		<i>11</i>	<i>0.40¢</i>	<i>wk</i>	<i>\$38.00</i>	
<i>FR JEANS</i>		<i>11</i>	<i>0.40¢</i>	<i>wk</i>	<i>\$42.00</i>	
<i>4x6 SCRAPER MAT</i>			<i>\$2.00</i>	<i>EOW</i>	<i>\$60.00</i>	
<i>4x6 MATS</i>			<i>\$2.50</i>	<i>EOW</i>	<i>\$80.00</i>	

COMMENTS *Pricing is set AS CF billing.*

AMOUNT		AMOUNT		AMOUNT	
Preparation	<i>\$1.00</i>	Outsize/Special size	<i>10 % / 10 %</i>	Lockers/Soil lockers	<i>1</i>
Nametag	<i>\$.25</i>	Image Guard	<i>NO</i>	Auto replacement (Wipers)	<i>%</i>
Emblem	<i>\$ 1.50</i>	Environmental WW CHRG	<i>% / \$2.50 min.</i>	Auto replacement (Flat)	<i>%</i>
Direct embroidery	<i>\$ 6.00</i>	Energy CHRG	<i>% / \$2.50 min.</i>	Auto replacement (Fluff)	<i>%</i>

This Agreement shall be effective and binding on Customer as of the date of execution by Customer. The initial term of this Agreement shall be 60 months ("Initial Term") from the date of installation. Following the end of the Initial Term, this Agreement shall renew automatically and continuously for successive periods of 36 months each (each, a "Renewal Term"), unless either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the Initial Term or any Renewal Term or otherwise terminates this Agreement as provided herein.

Delivering Uniform Service Excellence. ⁵⁰

1. Customer agrees to pay all amounts invoiced by G&K under this Agreement even if Customer requests reduced or no service for a particular week or weeks. If G&K has extended credit to Customer, payment terms are net 10 days after the end of the month in which delivery was made. A late payment charge equal to the lesser of 1.5% per month or the highest rate permitted by law will be charged on any past due amounts. G&K may elect at any time to revoke credit and continue to provide merchandise or service only on a cash-on-delivery basis. Annually, G&K may increase amounts charged hereunder by up to 5% over existing amounts. G&K may also separately increase such amounts, provided that G&K will provide advance written notice to Customer in the event such separate increases are required. At any time while this Agreement is in effect, G&K will charge Customer a minimum of the greater of \$ or 75% of the average weekly amounts invoiced by G&K to Customer for merchandise and service provided during (a) the first eight deliveries, or (b) any lesser period from commencement of this Agreement. Customer will also pay G&K for any of G&K's merchandise that is lost or damaged (ordinary wear and tear excepted), the price for which shall be G&K's then current replacement value.
2. All rental merchandise supplied to Customer under this Agreement remains the property of G&K. Any merchandise designated as "NOG" (or similarly) is Customer's property.
3. Customer agrees to notify G&K in writing of anything introduced onto the merchandise that may pose a health or environmental hazard or risk, or which requires unique handling, e.g., merchandise contaminated or which may be contaminated with lead or other heavy metals, bloodborne pathogens, toxic or hazardous waste or materials. G&K reserves the right not to handle or process any merchandise soiled with any such substances.
4. Absent G&K's gross negligence or willful misconduct, Customer agrees to be responsible for and hold G&K and its officers, directors, employees, agents and other representatives, harmless from any and all claims, liabilities, losses, damages, injuries or deaths arising directly or indirectly from provision of merchandise, Non-standard merchandise and/or services to Customer or the use thereof by Customer or others.
5. Customer represents that it has no commitment to any other company for services, merchandise or Non-standard merchandise described in or otherwise covered under this Agreement. Customer agrees to order from G&K all of its requirements for the type of merchandise, Non-standard merchandise and services provided by G&K to Customer under this Agreement. The individual signing this Agreement for Customer is authorized (or possesses the requisite apparent or actual authority) to enter into this Agreement on Customer's behalf.
6. Upon any termination, expiration or cancellation of this Agreement for any reason, Customer will return to G&K all of G&K's merchandise in good and usable condition (excepting ordinary wear and tear) or pay G&K's then current replacement value for any such merchandise not returned or that is returned in damaged condition, will purchase at G&K's then current replacement price all Non-standard Merchandise and will pay to G&K all amounts owed under this Agreement, including all accounts receivable, plus, if applicable, the early termination fee.
7. In the event Customer fails in any of its commitments under this Agreement or files voluntary or involuntary bankruptcy or a receiver is appointed, G&K may, at its discretion, suspend its performance or terminate this Agreement upon written notice to Customer. Customer's obligations set forth in this Agreement will survive any such termination of this Agreement, as necessary.
8. OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, ANY MERCHANDISE, NON-STANDARD MERCHANDISE OR SERVICES ARE BEING PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE MANNER AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ACCEPTS SOLE RESPONSIBILITY FOR SELECTING THE TYPE AND AMOUNT OF MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES SUPPLIED UNDER THIS AGREEMENT ARE SUPPLIED FOR GENERAL PURPOSES, EXCEPT WITH RESPECT TO MERCHANDISE OR NON-STANDARD MERCHANDISE SPECIFICALLY IDENTIFIED AS "FIRE RETARDANT," "FLAME RESISTANT" OR FOR OTHER SPECIFICALLY IDENTIFIED SPECIAL PURPOSE. CUSTOMER HAS NOT RELIED UPON ANY REPRESENTATION BY G&K OR ITS REPRESENTATIVES IN CUSTOMER'S SELECTION OF MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES.
9. IN NO EVENT WILL G&K'S TOTAL LIABILITY RELATED TO OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO G&K FOR THE MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING ANY RELATED CLAIM. UNDER NO CIRCUMSTANCES SHALL G&K BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST WAGES, REVENUE, PROFIT, OPPORTUNITY OR DATA, OR LOSS OF USE, EXEMPLARY OR PUNITIVE DAMAGES.
10. G&K reserves the right to substitute any rental merchandise with merchandise of similar likeness.
11. The Addendum to G&K Services Service Agreement shall be used to add additional merchandise or service items that do not fit onto the face of this Agreement, add additional merchandise or service items that are added after the Agreement is in effect, or to help clarify the terms of the Agreement itself.
12. No additional terms, conditions or agreements provided by Customer with any purchase order, request for service, remittance or other communication shall be binding on G&K regardless of whether signature is required.
13. This Agreement, and any claim or dispute between the parties arising from or relating to this Agreement, the parties' relationship, the services provided by supplier, merchandise or Non-standard merchandise provided by G&K will be governed by Minnesota law, or the laws of the Province of Canada in which the G&K facility servicing Customer is located, in each case, without regard to its respective conflict of laws provisions. Customer agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal courts located in the County of Hennepin, State of Minnesota, and under this mandatory provision, the courts located in Hennepin County, Minnesota shall have jurisdiction and venue over Customer for this purpose; provided, however, that with respect to Customers in Canada served by a G&K location in Canada, jurisdiction and venue shall be the Province of Canada in which the G&K facility servicing Customer is located. Any claim or dispute must be resolved only as provided herein. Prior to filing any legal proceeding in any court, the parties will first attempt in good faith to resolve the claim or dispute, including by negotiation at agreed upon time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Customer will reimburse G&K for all costs, including attorneys' fees and related expenses, incurred by G&K to enforce the obligations of Customer under this Agreement.
14. With the exception of Customer's payment obligations, any interruption of either party's usual operations, or delay or termination of service provided in this Agreement, whether by acts of God, fires, explosions, strikes, or other industrial disturbances, or any cause beyond the reasonable control of the affected party, will not be considered a breach of this Agreement, provided that the affected party promptly undertakes actions to correct the matter giving rise to any such interruption or delay.
15. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining terms and conditions will remain in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements between the parties. No waivers or statements made by any representative of G&K will be valid unless included in writing in this Agreement or otherwise agreed to in writing by the parties. No amendment to this Agreement will be binding unless in writing signed by the parties.
16. All notices permitted or required under this Agreement must be in writing and transmitted by nationally recognized postal service, personal delivery, a nationally recognized courier service, certified or registered mail, return receipt requested, facsimile (with confirmation) or, with respect to G&K, on Customer's invoice.
17. Customer may terminate this Agreement early for any reason, provided that Customer notifies G&K in writing prior to the effective date of any such termination, and complies with all the requirements of Section 6, including payment of an early termination fee. The early termination fee is calculated as follows: multiply the number of weeks remaining in the current term times an amount equal to 50% of the average weekly amounts invoiced by G&K to Customer during (a) the first eight deliveries by G&K to Customer, or (b) any lesser period from commencement of this Agreement. To the extent that Customer terminates this Agreement as a result of G&K's consistent failure to satisfy its Service Guarantee as set forth in this Agreement, Customer shall be required to pay G&K the amounts referenced above, excluding only the early termination fee.
18. The following applies to Non-standard Merchandise. Non-standard Merchandise consists of any flame resistant or retardant garments, high visibility garments, enhanced visibility garments, permanently embroidered garments, logo mats, or any other merchandise or service item set forth in this Agreement where the "Non-Standard" column is marked.
- Other than flame resistant or flame retardant merchandise normally stocked by G&K, Customer agrees to purchase any Non-standard Merchandise in service or in inventory for Customer upon termination of this Agreement at G&K's then current replacement price.
 - Customer is responsible for determining whether any Non-standard Merchandise is fit for a particular purpose and suitable for Customer's intended use, or the intended use of Customer's employees or others, and Customer assumes all risk and liability whatsoever in connection therewith.
 - Customer is hereby advised by G&K that certain Non-standard Merchandise may lose its properties over time as a result of a variety of factors, including repeat launderings, use of and/or damage to the merchandise. As a result, G&K makes no representation, guarantee or warranty whatsoever, including any implied warranty of merchantability or fitness for a particular purpose, that any Non-standard Merchandise will avert or prevent any particular safety occurrences or consequences which the Non-standard Merchandise may be designed to avert or prevent, whether laundered by G&K, Customer, or third parties.
 - G&K hereby disclaims, and Customer on behalf of itself, its employees and others, acknowledges and agrees that G&K shall have no liability whatsoever relating to the Non-standard Merchandise. Further, on behalf of itself, its employees and others, Customer hereby agrees to hold G&K and its officers, directors, employees, agents and other representatives, harmless from any and all claims, liabilities, losses, damages, injuries or deaths due directly or indirectly to the use, occurrences or consequences relating to the Non-standard Merchandise.

CUSTOMER AUTHORIZATION

G&K SERVICES AUTHORIZATION

CUSTOMER SIGNATURE	PROFESSIONAL SALES SIGNATURE	DATE
PRINTED NAME	PRINTED NAME	TITLE
TITLE	G&K MGMT SIGNATURE	MGMT ACCEPTANCE DATE
DATE	G&K MGMT PRINTED NAME	TITLE

G&K Services

G&K Service Agreement No. 986880

City of Brenham, TX

Revisions to original agreement document:

Page 1 – text located above MERCHANDISE/SERVICE ITEMS tables.

If G&K fails to satisfy its Service Guarantee with respect to a particular piece of merchandise or a specific service, upon receipt of written notice from Customer, G&K will promptly undertake to correct the failure and issue Customer a credit for the specific item(s) or service(s) for the applicable service period. If G&K on three (3) or more occasions fails to satisfy its Service Guarantee, Customer may terminate this Agreement by giving 30 days written notice of termination provided all amounts due G&K are paid, G&K's merchandise is returned to G&K in good and usable condition (excepting ordinary wear and tear) or replacement value is paid for all G&K's merchandise that is unreturned or damaged and/or Non-standard Merchandise (as identified in the table below).

Page 1 – text located below MERCHANDISE/SERVICE ITEMS tables.

This Agreement shall be effective and binding on Customer as of the date of execution by Customer. The initial term of this Agreement shall be 36 months ("Initial Term") from the effective date. Following the end of Initial Term, this Agreement may renew for two (2) 12-month periods (each, a "Renewal Term"), upon the written approval of both parties. Either party may elect NOT to renew with a minimum of 90 days written notice prior to the end of the Initial Term of first Renewal Term (if any). If the Initial Term or first Renewal Term expire without execution of a new agreement or renewal, the Agreement may be continued on a month-to-month basis until a new agreement is executed. If the Agreement is still in effect at the end of all available renewal terms, the Agreement shall expire at that time.

Page 2.

1. Customer agrees to pay all amounts invoiced by G&K under this Agreement even if Customer requests reduced or no service for a particular week or weeks. Prices shall remain firm for the Initial Term of the Agreement. Price escalations will be considered upon agreement renewal, provided that 90 days written notice of new pricing has been provided to Customer by G&K. Invoices shall be submitted to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77834-1059. Payment shall be made, and interest on overdue payments may be charged, in accordance with Chapter 2251 of the Texas Government Code.

4. (Delete entire item)

5. (Delete entire item)

6. Upon any termination, expiration or cancelation of this Agreement for any reason, Customer will return to G&K all of G&K's merchandise in good and usable condition (excepting ordinary wear and tear) or pay G&K's then current replacement value for any such merchandise not returned or that is returned in damaged condition, will purchase at G&K's then current replacement price all Non-standard Merchandise and will pay to G&K all amounts owed under this Agreement, including all accounts receivable, plus.

7. The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of thirty (30) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within thirty (3) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the thirty (30) day period, (ii) the breaching Party diligently pursues the cure thereafter until it is fully cured, and (iii) the breaching Party has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

8. (Delete entire item)

9. (Delete entire item)

10. G&K reserves the right to substitute any rental merchandise with merchandise of similar likeness, with Customer's written approval. If an acceptable substitute cannot be found the Customer may, without penalty, remove the item from the Agreement.

12. Without written agreement of both parties, no additional terms, conditions or agreements provided by Customer with any purchase order, request for service, remittance or other communication shall be binding on G&K. Likewise any additional terms, conditions or agreements provided by G&K with any invoice or other communication shall not be binding on the Customer.

13. The City of Brenham and G&K acknowledge and agree that this Agreement shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and exclusive venue for any lawsuit, claim or dispute arising out of this Agreement shall be in Washington County Texas. Further, neither party will seek to remove such

litigation to the federal court system by application of conflicts of laws or any other removal process to any Federal Court or court not in Texas.

14. Any interruption of either party's usual operations, or delay or termination of service provided in this Agreement, including delay of payment by the Customer, whether by acts of God, fires, explosions, strikes or other industrial disturbances, or any cause beyond the reasonable control of the affected party, will not be considered a breach of this Agreement, provided that the affected party promptly undertakes actions to correct the matter giving rise to any such interruption or delay.

17. Notwithstanding any other provision of this Agreement, either party may terminate this agreement without cause at any time with 90 days written notice to the other party. Both parties shall, to the best of their ability, carry forward all performance obligations of the Agreement to the end of the notice period. Disposition of merchandise shall be accomplished according to the requirements of Section 6 of this Agreement.

18. The following applies to Non-standard Merchandise. Non-standard Merchandise consists of any flame resistant or retardant garments, high visibility garments, enhanced visibility garments, permanently embroidered garments, logo mats, or any other merchandise or service item set forth in this Agreement where the "Non-standard" column is marked.

-Other than flame resistant or flame retardant merchandise normally stocked by G&K, Customer agrees to purchase any Non-standard Merchandise in service or in inventory for Customer upon termination of the Agreement at G&K's then current replacement price.

-Customer is responsible for determining whether any Non-standard Merchandise is fit for a particular purpose and suitable for Customer's intended use, or the intended use of Customer's employees or others, and Customer assumes all risk and liability whatsoever in connection therewith.

-Customer is hereby advised by G&K that certain Non-standard Merchandise may lose its properties over time as a result of a variety of factors, including repeat launderings, use of and/or damage to the merchandise. As a result, G&K makes no representation, guarantee or warranty whatsoever, including any implied warranty of merchantability or fitness for a particular purpose, that any Non-standard Merchandise will avert or prevent any particular safety occurrences or consequences which the Non-standard Merchandise may be designed to avert or prevent, whether laundered by G&K, Customer, or third parties.

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

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

21. Neither this Agreement nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of both parties to this Agreement.

Customer Authorization	
Customer Signature	
Printed Name	
Title	
Date	

G&K Services Authorization	
Professional Sales Signature	Date
Printed Name	Title
G&K Mgmt Signature 	Mgmt Acceptance Date <i>6-22-2015</i>
G&K Mgmt Printed Name <i>NORMAN LOBERSON</i>	Title <i>Branch Manager</i>



AGENDA ITEM 13

DATE OF MEETING: August 6, 2015	DATE SUBMITTED: July 29, 2015	
DEPT. OF ORIGIN: Police Department	SUBMITTED BY: Dant Lange	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-15-018 Authorizing the Acceptance of TxDOT’s Selective Traffic Enforcement Program (STEP) Grant for the Period of October 1, 2015 through September 30, 2016 for the Police Department and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: This grant funds police officers to enforce speeding violations in specific areas.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p>A. PROS: The funds make it possible for this department to be proactive in terms of preventing traffic accidents because it reimburses the city for overtime hours expended for the specific purposes above. The actual reimbursement amount the city is eligible for is \$37,350.00.</p> <p>B. CONS: There is a matching requirement in the amount of \$16,190.55. The match will come from mileage and salaries of those administering the grant.</p>		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Resolution No. R-15-018; and (2) TXDOT’s Texas Traffic Safety e-Grants Agreement		
FUNDING SOURCE (Where Applicable):		

RECOMMENDED ACTION: Approve Resolution No. R-15-018 authorizing the acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) grant for the period of October 1, 2015 through September 30, 2016 for the Police Department and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

RESOLUTION NO. R-15-018

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF TXDOT'S SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FOR THE PERIOD OF OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016 FOR THE CITY OF BRENHAM, TEXAS POLICE DEPARTMENT

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

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

WHEREAS, TxDOT is providing \$37,350.00 in funding with a match amount of \$16,190.55 provided by the Brenham Police Department for a total amount of \$53,540.55 to be used for overtime for officers' participating in the Selective Traffic Enforcement Program (STEP).

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

PASSED and APPROVED this the _____ day of August, 2015.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Texas Traffic Safety eGrants

Fiscal Year 2016

Organization Name: City of Brenham - Police Department

Legal Name: City of Brenham

Payee Identification Number: 17460004041004

Project Title: STEP- 2016 SPEED

ID: 2016-Brenham-S-1YG-0080

Period: 10/01/2015 to 09/30/2016

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

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

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2016.

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

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **939864294**

Project Title: **STEP- 2016 SPEED**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2015** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2016** unless terminated or otherwise modified.

Total Awarded: **\$53,540.55**
Amount Eligible for Reimbursement by the Department: **\$37,350.00**
Match Amount provided by the Subgrantee: **\$16,190.55**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

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

THE SUBGRANTEE

THE STATE OF TEXAS

City of Brenham

[Legal Name of Agency]

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

By:

By:

[Authorized Signature]

[District Engineer Texas Department of
Transportation]

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

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

By:

[Resolution Number]

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

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

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

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

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

ARTICLE 5. AMENDMENTS

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

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

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

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the

Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods.

This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

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

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

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

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

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement.

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

ARTICLE 14. SUBCONTRACTS

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

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

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

ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

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

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

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

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or

supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. DEBARMENT AND SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

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

B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

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

A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

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

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY --"

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

ARTICLE 29. BUY AMERICA ACT

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

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

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude

a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities.]

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

RESPONSIBILITIES OF THE SUBGRANTEE

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

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. All STEP agencies must provide the following provision in all daily activity report forms:
"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."
- L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

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

- B. Provide program management and technical assistance.

- C. Attend appropriate meetings.

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

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

PROGRAM ELEMENT SELECTION

YEAR LONG

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

WAVE

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

CMV

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

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

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

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

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

I agree to the above goals and strategies.

BASELINE INFORMATION

Baseline Year (12 months)

From 1/1/2014 to 12/31/2014

Baseline Measure

Baseline Number

Number of speed citations

2125

Number of Distracted Driving Citations

2

Baseline Number

Month/Year of Survey

Percentage of speed compliance

62.26 %

01/2015

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase speed citations by	2500
2. Proposed total number of traffic related crashes	
a. Reduce the number of speed-related crashes to	100
3. Increase speed compliance	
a. Increase the speed compliance rate to	75%
4. Number of Enforcement Hours	1000

Step Indicator	2.50
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Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

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

PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	6
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	6
c. Conduct community events (e.g. health fairs, booths)	2
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	1000

Operational Plan

Page Title: Operational Plan

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 1	SPEED	300 BLOCK EAST 290 TO CITY LIMITS ONE MILE SPEED LIMIT 65 MPH	62.26%	0600-2400 MONDAY - SUNDAY
2. 2	SPEED	300 BLOCK EAST 290 FRONTAGE ROAD TO CITY LIMITS ONE MILE SPEED LIMIT 65 MPH	35.74%	0600-2400 MONDAY - SUNDAY
3. 3	SPEED	300 BLOCK WEST 290 TO CITY LIMITS ONE MILE SPEED LIMIT 65 MPH	53.53%	0600-2400 MONDAY - SUNDAY
4. 4	SPEED	300 BLOCK 290 WEST FRONTAGE ROAD TO CITY LIMITS ONE MILE SPEED LIMIT 65 MPH	62.35%	0600-2400 MONDAY - SUNDAY
5.			%	
6.			%	
7.			%	

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$37,350.00	\$8,238.20	\$45,588.20
(200)	Fringe Benefits:	\$0	\$6,382.35	\$6,382.35
	Sub-Total:	\$37,350.00	\$14,620.55	\$51,970.55
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$1,570.00	\$1,570.00
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$1,570.00	\$1,570.00
Total Direct Costs:		\$37,350.00	\$16,190.55	\$53,540.55
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$37,350.00	\$14,620.55	\$51,970.55
	Total Direct Costs:	\$0	\$1,570.00	\$1,570.00
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$37,350.00	\$16,190.55	\$53,540.55
	Fund Sources (Percent Share):	69.76%	30.24%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				



AGENDA FORM 14

DATE OF MEETING: Aug. 6, 2015		DATE SUBMITTED: July 29, 2015	
DEPT. OF ORIGIN: Animal Shelter		SUBMITTED BY: Rex Phelps	
MEETING TYPE:		CLASSIFICATION:	
<input checked="" type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input checked="" type="checkbox"/> REGULAR	
		<input type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input checked="" type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Resolution No. R-15-019 Authorizing the Submission of a Grant Application to the Bluebonnet Community Grant Program for the Construction of the Brenham Pet Adoption and Animal Care Facility and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: Bluebonnet Electric has created a community grant program to be awarded beginning in fall of 2015. The grant program's description states it will support capital projects up to \$100,000. It is our intention to submit an application for \$100,000 to help fund construction costs of the new animal shelter (Brenham Pet Adoption Center). There is a 10% match for each project. The City of Brenham more than meets the 10% match requirement through its contributions for the construction of the projects.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Additional funding possibility			
B. CONS: None Identified			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Resolution No. R-15-019			
FUNDING SOURCE (Where Applicable): Required matching funds have been budgeted and approved			
RECOMMENDED ACTION: Approve Resolution No. R-15-019 authorizing the submission of a grant application to the Bluebonnet Community Grant Program for the construction of the Brenham Pet Adoption and Animal Care Facility and authorize the Mayor to execute any necessary documentation			
APPROVALS: Terry K. Roberts			

RESOLUTION NO. R-15-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE BLUEBONNET COMMUNITY GRANT PROGRAM FOR THE CONSTRUCTION OF THE BRENHAM PET ADOPTION AND ANIMAL CARE FACILITY

WHEREAS, the City of Brenham has historically recognized the value of a shelter to provide temporary housing for animals as a way to preventing the spread of disease and finding them a forever home;

WHEREAS, the City of Brenham understands that shelters are as much for people as they are for animals and that a community shelter is not an amenity, it is a necessity and an essential community facility;

WHEREAS, the City of Brenham is constructing a new, modernized facility to house animals temporarily and provide a safe haven while a forever home is found;

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

1. That the City Council hereby authorizes the City staff to submit a grant application for \$100,000 to the Bluebonnet Electric Grant Program; and
2. That the City will comply with all requirements of the Bluebonnet Electric Community Grant Program including allocating monies for the City's 10% match; and
3. That the Mayor is hereby authorized to execute any necessary documentation related to the grant application described herein

RESOLVED on this the _____ day of _____, 2015.

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 15

DATE OF MEETING: Aug. 6, 2015	DATE SUBMITTED: July 29, 2015	
DEPT. OF ORIGIN: Community Services	SUBMITTED BY: Wende Ragonis	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-15-020 Authorizing the Submission of a Grant Application to the Bluebonnet Community Grant Program for the Expansion, Renovation and Modernization of the City Library and Authorize the Mayor to Execute Any Necessary Documentation.		
SUMMARY STATEMENT: The Bluebonnet Electric Cooperative’s Board of Directors recently voted to create a community grants program for customers within its service area. The Nancy Carol Roberts Memorial Library (NCRML) Modernization project seems to meet the goals and requirements of the Bluebonnet Community Grant program. To support the submission of the Library’s grant application, staff seeks Council support in the form of a resolution. The Library Advisory Board has assigned a sub-committee to focus on grants and fundraising for the NCRML Modernization project. This sub-committee includes members of the City staff, Fortnightly Club and the Library Advisory Board. This sub-committee has reviewed various grant opportunities available for funding and helped staff to prioritize the application process. Staff has applied for the Lower Colorado River Authority (LCRA) Grant Program and plans to apply for other opportunities as well. Not all applications will require a resolution, but all funded grants will require Council’s acceptance. The Bluebonnet Community Grant Program will be awarded within four months of the application date.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Resolution No. R-15-020		

FUNDING SOURCE (Where Applicable): The match of funds required for this grant has been secured from bond proceeds and other departmental budgetary funding.

RECOMMENDED ACTION: Approve Resolution No. R-15-020 authorizing the submission of a grant application to the Bluebonnet Community Grant Program for the expansion, renovation and modernization of the City library and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

RESOLUTION NO. R-15-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE BLUEBONNET COMMUNITY GRANT PROGRAM FOR THE EXPANSION, RENOVATION AND MODERNIZATION OF THE CITY LIBRARY

WHEREAS, the City of Brenham acknowledges that encouraging education and literacy within the community enhances the quality of life for all residents; and

WHEREAS, the City of Brenham is committed to providing library programming which improves the technology acumen of those in need of such skills; and

WHEREAS, the City of Brenham will provide to the population served free and easy access to technology; and

WHEREAS, the City of Brenham will construct a modernized facility to house innovative programming for both children and adults in the community served by the Nancy Carol Roberts Memorial Library;

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

- 1) That the City Council hereby authorizes City staff to prepare and submit a grant application for one hundred thousand dollars (\$100,000) through the Bluebonnet Community Grant Program; and
- 2) That if funded the City will comply with all requirements of the grant including allocating monies for the City's ten percent (10%) match; and
- 3) That the Mayor is authorized to execute any necessary documentation related to the grant submission.

RESOLVED on this the _____ day of _____, 2015.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 16

DATE OF MEETING: August 6, 2015	DATE SUBMITTED: July 27, 2015									
DEPT. OF ORIGIN: Community Services	SUBMITTED BY: Wende Ragonis									
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:								
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING								
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING								
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION								
	<input type="checkbox"/> WORK SESSION									
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of a UV Sanitation System, Using Buy Board Contract No. 451-14, for the Leisure, Therapy and Competition Pools at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation										
<p>SUMMARY STATEMENT: The Brenham Community Development Corporation (BCDC) Board of Directors at their June 5, 2015 meeting granted a FY15 funding request for the Blue Bell Aquatic Center (BBAC) to purchase an Ultraviolet (UV) Sanitation System. This UV sanitation system will be used as the secondary sanitation process along with the primary sanitation process of chlorine to treat and kill waterborne pathogens. UV sanitation systems can eliminate chlorine-resistant microorganisms which may live in recreational water.</p> <p>Attached are three quotes which have been obtained through the Texas Association of School Board's purchasing co-op, Buy Board, contract #451-14:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td colspan="2">BBAC UV Sanitation System</td> </tr> <tr> <td>Leisure Pool</td> <td>\$36,600</td> </tr> <tr> <td>Competition Pool</td> <td>\$27,550</td> </tr> <tr> <td>Therapy Pool</td> <td>\$26,565</td> </tr> </table> <p>Purchasing Services staff has reviewed these quotes to ensure compliance to the competitive bidding process.</p>			BBAC UV Sanitation System		Leisure Pool	\$36,600	Competition Pool	\$27,550	Therapy Pool	\$26,565
BBAC UV Sanitation System										
Leisure Pool	\$36,600									
Competition Pool	\$27,550									
Therapy Pool	\$26,565									
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):										
A. PROS:										
B. CONS:										
ALTERNATIVES (In Suggested Order of Staff Preference):										
ATTACHMENTS: (1) Three (3) quotes from Progressive Commercial Aquatics										

FUNDING SOURCE (Where Applicable): BCDC

RECOMMENDED ACTION: Approve the purchase of a UV Sanitation System, using BuyBoard Contract No. 451-14, for the Leisure, Therapy and Competition Pools at the Blue Bell Aquatic Center in the amount of \$90,715.00 and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts



Progressive Commercial Aquatics

2510 Farrell Rd
Houston TX 77073
281-982-0212

Quote

Quote #: Q2005
Date: 7/14/2015
Shipping Method:
Salesperson: Kelley
Exp Date: 11/11/2015

Bill To

City of Brenham (BRENHA)
Leisure Pool UV System

Ship To

City of Brenham (BRENHA)
Leisure Pool UV System
Rec. & Aquatics Dept.
PO Box 1059
Brenham TX 77834-1059

Item	Description	Qty	UOM	Unit Price	Tax	Total
NONSTOCK	Custom UV System, 5.5KW 8" Plumbing	1	EA	\$30,775.00	\$0.00	\$30,775.00
NONSTOCK	Installation Mat: PVC, Valves, Fittings, HW	1	EA	\$1,950.00	\$0.00	\$1,950.00
LABOR	Labor to Install UV System	1	EA	\$3,875.00	\$0.00	\$3,875.00

EXMPT \$0.00

Total Weight of Items 0 lbs

Notes BUYBOARD contract #451-14
Hanovia UV System
20.53 Hours at \$95/hr

Total \$36,600.00
Tax Total \$0.00
Grand Total \$36,600.00

There will be a 25% restocking fee on all returned items.

Thank you for your business



Progressive Commercial Aquatics

2510 Farrell Rd
Houston TX 77073
281-982-0212

Quote

Quote #: Q2006
Date: 7/14/2015
Shipping Method:
Salesperson: Kelley
Exp Date: 11/11/2015

Bill To

City of Brenham (BRENHA)
Comp Pool UV

Ship To

City of Brenham (BRENHA)
Comp Pool UV
Rec. & Aquatics Dept.
PO Box 1059
Brenham TX 77834-1059

Item	Description	Qty	UOM	Unit Price	Tax	Total
NONSTOCK	Custom MP UV System - 208V 600GPM Max	1	EA	\$22,750.00	\$0.00	\$22,750.00
NONSTOCK	Installation Material, PVC, Valves, Fittings, HW	1	EA	\$1,350.00	\$0.00	\$1,350.00
LABOR	Labor to Install UV System	1	EA	\$3,450.00	\$0.00	\$3,450.00

EXMPT \$0.00

Total Weight of Items 0 lbs

Notes BUYBOARD contract #451-14
Hanovia UV System
14.21 Hours at \$95/hr

Total \$27,550.00
Tax Total \$0.00
Grand Total \$27,550.00

There will be a 25% restocking fee on all returned items.

Thank you for your business



Progressive Commercial Aquatics

2510 Farrell Rd
Houston TX 77073
281-982-0212

Quote

Quote #: Q2004
Date: 7/14/2015
Shipping Method:
Salesperson: Kelley
Exp Date: 11/11/2015

Bill To

City of Brenham (BRENHA)
Therapy Pool UV System

Ship To

City of Brenham (BRENHA)
Therapy Pool UV System
Rec. & Aquatics Dept.
PO Box 1059
Brenham TX 77834-1059

Item	Description	Qty	UOM	Unit Price	Tax	Total
NONSTOCK	Custom MP UV System - 6" Flanges / 325 GPM	1	EA	\$21,765.00	\$0.00	\$21,765.00
NONSTOCK	Install Mat: PVC, Valves, fittings, pipe, HW	1	EA	\$1,350.00	\$0.00	\$1,350.00
LABOR	Labor for service jobs	1	EA	\$3,450.00	\$0.00	\$3,450.00

EXMPT \$0.00

Total Weight of Items 0 lbs

Notes BUYBOARD contract #451-14
Hanovia UV System
14.21 Hours at \$95/hr

Total \$26,565.00
Tax Total \$0.00
Grand Total \$26,565.00

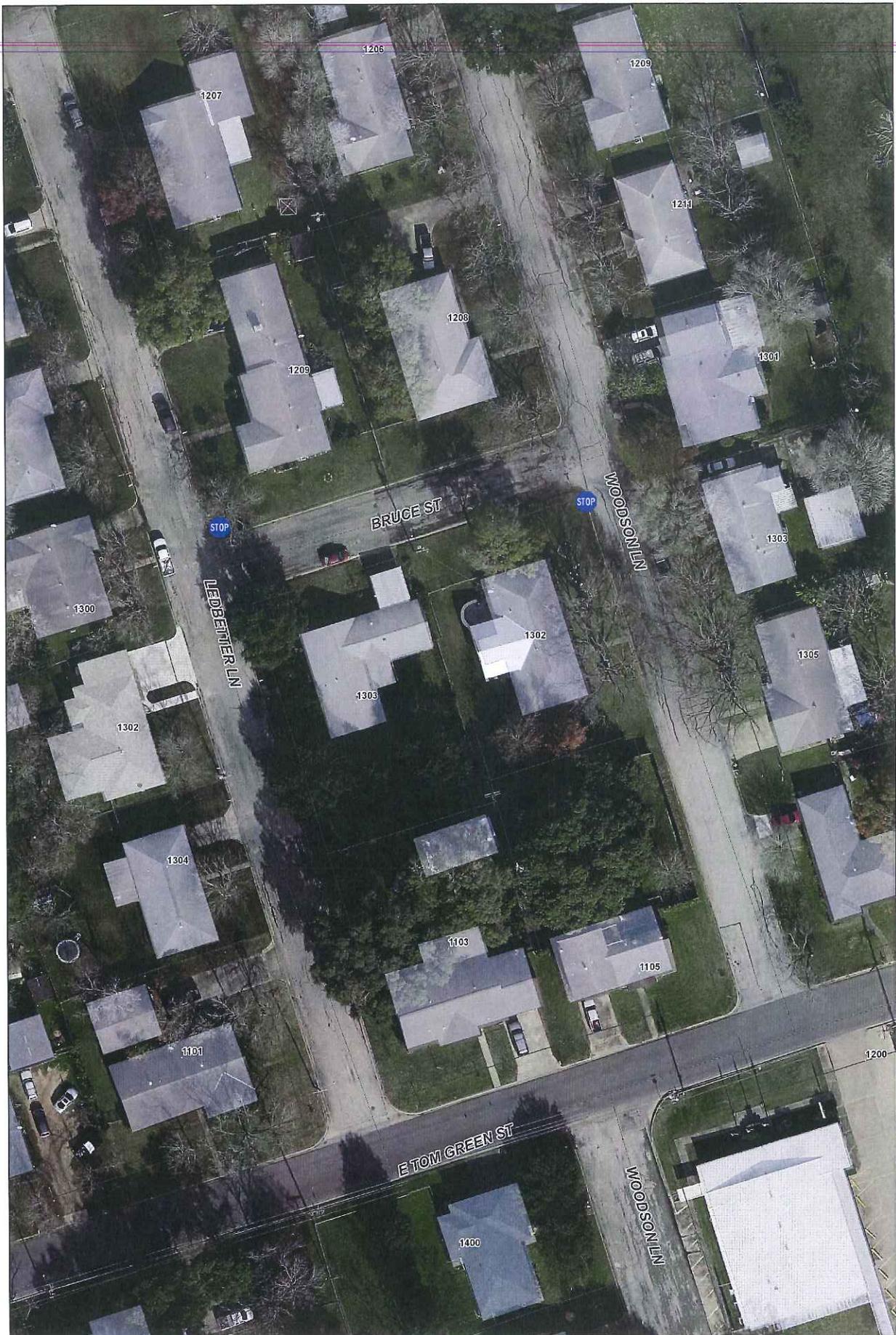
There will be a 25% restocking fee on all returned items.

Thank you for your business



AGENDA ITEM 17

DATE OF MEETING: August 6, 2015	DATE SUBMITTED: July 30, 2015	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on its First Reading Authorizing the Placement of Stop Signs on Bruce Street at Its Intersection with Ledbetter Lane and Woodson Lane and Authorize the Mayor to Execute any Necessary Documentation		
SUMMARY STATEMENT: Staff has received a request for stop signs to be placed on Bruce St where it intersects with Ledbetter Ln. and Woodson Ln. This is a small section of roadway but is an uncontrolled intersection. There are concerns of traffic not yielding to Ledbetter or Woodson Ln. Even though there have not been any accidents at this location staff feels that placing stop signs at this location would be helpful and make this intersection controlled in the future. Attached in the packet is a map of the area for your reference.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Will make intersection Controlled		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Map; and (2) Ordinance		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve an Ordinance on its first reading authorizing the placement of stop signs on Bruce Street at its intersection with Ledbetter Lane and Woodson Lane and authorize the Mayor to execute any necessary documentation		
APPROVALS: Terry K. Roberts		



1 inch = 44 feet



Legend

● STOP EXISTING
 ● STOP PROPOSED



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PLACEMENT OF STOP SIGNS IN THE CITY OF BRENHAM, TEXAS, SETTING THE LOCATION OF SAID STOP SIGNS, REGULATING THE TRAFFIC AT SAID STOP SIGNS, AND PROVIDING FOR PENALTY FOR VIOLATION THEREOF.

WHEREAS, it is necessary to provide stop signs at certain locations in the City of Brenham to prevent accidents, collisions and damages; to promote the flow of traffic along and into such streets; and to regulate the same:

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

Section 1. That there shall be established and installed two (2) stop signs on Bruce Street, regulating eastbound and westbound vehicular traffic, at its intersection with Ledbetter Ln. and Woodson Ln..

The stop signs shall be erected at the top of a standard pole, installed in the ground on the right hand side of the streets identified herein.

Section 2. That every person, firm or corporation, operating a motor vehicle or other vehicle of any kind, in, on, along and into the streets or street intersections designated in Section 1 hereof, upon reaching a stop sign at the location so designated, shall bring said vehicle to a full and complete stop in compliance with the provisions of applicable state law, before proceeding further along said street or into or on said street intersection.

Section 3. That any person, firm or corporation, violating Section 2 hereof, shall be fined a sum of not less than \$1.00 and not more than \$200.00, plus applicable court costs.

Section 4. This Ordinance shall take full force and effect from and after its passage, approval and publication as required by applicable law.

PASSED and APPROVED on its first reading this the _____ day of August, 2015.

PASSED and APPROVED on its second reading this the _____ day of August, 2015.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary