



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY JANUARY 10, 2013 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

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

- 3. 3-a. Service Recognitions**

David Doelitsch	5 years	
Cindy Turnbow	10 years	
Lin Hartstack	22 years	RETIREMENT

- 3-b. New Employees**

Keenan Hale – Sanitation
Joshua Homan – Wastewater Treatment
Kaci Konieczny – Finance
Trevor Eckert – Electric
Jerred Eschete - Fire

- 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 November 29, 2012 City Council Meeting Page**

- 5-b. Ordinance No. O-12-032 on its Second Reading Amending the FY2011-12
Adopted Budget**

6. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas by Amending Part V, Section 3.03, Relating to Membership of the Board of Adjustment** **Page 12 - 15**

7. **Discuss and Possibly Act Upon the Approval of an Agreement with Jones & Carter, Inc. for Engineering Services Related to the Extension of Chappell Hill Street and Authorize the Mayor to Execute Any Necessary Documentation** **Page 16 - 28**

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.

8. Administrative/Elected Officials Report

Adjourn

Executive Sessions: The City Council for the City of Brenham reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 – Consultation with Attorney, §551.072 – Real Property, §551.073 – Prospective Gifts, §551.074 - Personnel Matters, §551.076 – Security Devices, §551.086 - Utility Competitive Matters, and §551.087 – Economic Development Negotiations.

CERTIFICATION

I certify that a copy of the January 10, 2013 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 January 7, 2013 at **12:30 P. M.**

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 _____, 2013 at _____ AM PM.

 Signature

 Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on November 29, 2012, 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 Mary E. Barnes-Tilley
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Weldon Williams, Jr.

Others present:

City Manager Terry Roberts, Assistant City Manager Kyle Dannhaus, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Paula Shields, Chief Financial Officer Carolyn Miller, Debbie Gaffey, Jamie Maurer, Susan Nienstedt, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Development Services Director Julie Fulgham, Public Works Director Dane, Rau, Bobby Branham, Public Utilities Director Lowell Ogle, Janie Mehrens, Doug Baker, Grant Lischka

Citizens present:

Casey Acker, Mike Baker, Clink Kolby and Page Michel

Media Present:

Arthur Hahn, Brenham Banner Press; Frank Wagner, KWHI

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

There were no citizen comments.

CONSENT AGENDA

4. Statutory Consent Agenda

4-a. Minutes from the November 1, 2012 Council Meeting

4-b. Ordinance O-12-026 on its Second Reading for the Creation of Reinvestment Zone Number 35 Requested by MIC Group, LLC for Commercial-Industrial Tax Phase-In Incentive on a Certain Tract of Land Containing 7.170 Acres, More or Less, Being Located at 1801 Industrial Boulevard, Brenham, Texas, with Boundaries Further Described in Exhibit "A" of Said Ordinance, and Designating This Property as Qualifying for Tax Phase-In

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve the Statutory Consent Agenda Item 4-a. and 4-b. 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 Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

REGULAR AGENDA

5. Discuss and Possibly Act Upon Resolution R-12-020 Authorizing the Execution of a Tax Phase-In Agreement between the City of Brenham and MIC Group, LLC

Clint Kolby presented this item. MIC Group, LLC is requesting a Tax Phase In to assist with the planning of their MIC-West facility off of Industrial Blvd. in the Southwest Industrial Park. The proposed expansion will help MIC Group, LLC meet the increased demand from their customers.

MIC Group, LLC is proposing a total of 15 new jobs within the first year of this project and a capital investment of \$2,100,000 to purchase the new equipment.

City Attorney Cary Bovey advised Council that on first page of the Agreement (Exhibit A) the November 15, 2012 date is incorrect. Bovey stated that the date should be changed to November 29, 2012.

A motion was made by Councilmember Goss and seconded by Mayor Pro Tem Nix to approve Resolution R-12-020 authorizing the execution of a tax phase-in agreement between the City of Brenham and MIC Group LLC with Exhibit A being amended to reflect the correct date of November 29, 2012.

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 Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

6. Discuss and Possibly Act Upon an Engagement Letter from Ray Associates, Inc. to Perform an Update of the Classification and Compensation System for the City of Brenham and Authorize the Mayor to Execute any Necessary Documentation

Human Resource Manager Susan Nienstedt and Risk Manager Janie Mehrens presented this item. Nienstedt requested that the Council approve an engagement letter with Ray Associates, Inc. to perform an update of the employee classification and compensation system. Nienstedt stated that the last study was conducted in 2007 by Ray Associates, Inc. and they recommend an update be performed every three to five years. Nienstedt explained that fourteen cities will be surveyed and forty jobs benchmarked by Ray Associates and should be completed in March.

Councilmember Goss asked if other companies were looked at in addition to Ray Associates. Mehrens explained that in 2007 before Ray Associates was selected, the City received quotes from several professional services companies and Ray Associates was chosen. Mehrens explained that the advantage of continuing with Ray Associates is our long working relationship with the company and that the company uses original data with each survey.

Councilmember Barnes-Tilley asked if the price is for an update or is it priced as a new survey. Mehrens explained that each time Ray Associates does a survey it is considered a new survey with new data used.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve an Engagement Letter from Ray Associates, Inc. to perform an update of the Classification and Compensation System for the City of Brenham and authorize the Mayor to execute any necessary documentation.

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

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

7. Discuss and Possibly Act Upon the 2013 Holiday Schedule

Human Resource Manager Susan Nienstedt presented the proposed Holiday Schedule for 2013. Nienstedt advised Council that the proposed schedule provides for the same number of holidays that were approved in 2012. The proposed holidays presented to Council were as follows:

New Years Day	January 1, 2013
Martin Luther King Day	January 21, 2013
Good Friday	March 29, 2013
Memorial Day	May 27, 2013
Independence Day	July 4, 2013
Labor Day	September 2, 2013
Veterans Day	November 11, 2013
Thanksgiving	November 28-29, 2013
Christmas	December 24-25, 2013
Employee Birthday	Floating Holiday

Mayor Pro Tem Nix informed Council about a citizen that recently complained about having so many Monday holidays due to the City's trash pickup schedule. Public Works Director Dane Rau reminded Council that citizens can bring their trash to the recycling center the day after the holiday without charge.

A motion was made by Councilmember Williams and seconded by Councilmember Barnes-Tilley to approve the 2013 Holiday Schedule 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 Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

8. Discuss and Possibly Act Upon an Ordinance on its First Reading Providing for Updated Service Credit and an Increase in Retirement Annuities in the Texas Municipal Retirement System.

Risk Manager Janie Mehrens presented this item to Council. Mehrens explained that for the past several years, City Council has approved, annually, an ordinance providing for updated service credit and an increase in retirement annuities as provided through the Texas Municipal Retirement System.

Mehrens stated that in order to make any changes in any provision of the City's plan in TMRS, an ordinance must be approved. She advised that the funding rate for the City of Brenham will increase from 6.46% to 6.798% effective January 1, 2013.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Williams to approve an Ordinance on its first reading for updated service credit and an increase in retirement annuities in the Texas Municipal Retirement System.

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 Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

9. Discuss and Possibly Act Upon an Ordinance on Its First Reading Establishing a No-Parking Zone on the East Side of Seward Street between the North Right of Way Line of W. Main Street and the South Right of Way Line of W. Vulcan Street

Special Projects Engineer Doug Baker presented this item to Council. Baker explained that a portion of Seward Street is thirty-one feet wide and, in his opinion, that is not enough room for vehicle parking on both sides of the street with moving lanes of traffic in both direction.

Baker further explained that the problem is compounded by the fact that the street is in a reverse curve between W. Vulcan Street and W. Main Street. The elimination of parking on one side of the street would improve vehicle mobility and safety between W. Vulcan Street and W. Main Street. Baker said he has discussed this with property owners adjacent to that side of the street and they support the establishment of the no-parking zone.

Councilmember Barnes-Tilley asked if the business owner of Manual's Mexican Restaurant knows about the proposed no-parking zone. Baker stated that he did not talk to the owner about this proposed ordinance.

A motion was made by Councilmember Goss and seconded by Councilmember Ebel to approve an Ordinance on its first reading establishing a No-Parking Zone on the east side of Seward Street between the north right of way line of W. Main Street and the south right of way line of W. Vulcan Street.

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 Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing the Placement of Stop Signs on Hickory Hollow Lane at Its Intersection with Twisted Oak Drive

Special Projects Engineer Doug Baker presented this item to Council. Baker advised Council that there is currently no stop signs at the intersection of Hickory Hollow Lane and Twisted Oak Drive. Baker stated that a dip in the road on each side of Hickory Hollow Lane slows down the northbound and southbound traffic on Twisted Oak Drive to some extent; therefore, the best place to put the stop sign is on Hickory Hollow Lane, regulating the eastbound and westbound traffic.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve an Ordinance on its first reading authorizing the placement of stop signs on Hickory Hollow Lane at its intersection with Twisted Oak Drive.

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 Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

11. Discuss and Possibly Act Upon Resolution No. R-12-021 Reauthorizing an Investment Policy for the City of Brenham

Chief Financial Officer Carolyn Miller presented this item to Council. Miller explained that every year, in accordance with Texas Public Funds Investment Act (PFIA), the City must act to reauthorize a Investment Policy. She advised Council that this Policy is the same one that was approved by Council in November, 2011.

A motion was made by Councilmember Williams and seconded by Mayor Pro Tem Nix to approve Resolution No R-12-021 reauthorizing an Investment Policy for the City of Brenham effective November 29, 2012.

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 Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

Council adjourned into Executive Session at 1:29 p.m.

EXECUTIVE SESSION

12. Section §551.074 – Personnel Matters – Discuss and Consider Re-Appointment and Compensation for Municipal Court Judges Julian Weisler and Robert Wright and City Prosecutor Bill Kendall

Executive Session adjourned at 2:00 p.m.

RE-OPEN REGULAR SESSION

13. Discuss and Possibly Take Action as a Result of Executive Session Regarding Re-Appointment and Compensation for Municipal Court Judges Julian Weisler and Robert Wright and City Prosecutor Bill Kendall

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to Table Item 13.

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 Mary E. Barnes-Tilley	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

14. Administrative/Elected Officials Report

- City Manager Terry Roberts reported on the following:
 - New employees and police officer promotions will be presented at the next meeting.
 - Stringer Street and Westwood Lane improvements will be completed within the next couple of weeks.
- Sanitation Superintendent Bobby Branham gave an update on activities at the Recycling Center on November 17th in observance of Texas Recycling Day.
- Public Works Director Dane Rau highlighted some upcoming changes to baseball and softball fields at Hohlt and Linda Anderson parks due to new Little League rules and to try and bring larger tournaments to Brenham.
- Recreation Superintendent Jamie Maurer reported on the following:
 - Christmas Stroll is on Friday, November 30th. The Girl Scouts will be lighting the Christmas tree at 5:30 and the lighted parade will begin at 6:30.
 - Jingle Bell Stroll is on Saturday, December 1st at 8:30 a.m.
- Police Chief Rex Phelps updated Council on the Animal Shelter Task Force.
- Fire Chief Ricky Boeker advised that the Fire Department's Christmas Party would be on Saturday, December 1st.

- Assistant City Manager Kyle Dannhaus advised Council that the old Municipal Building is down and that staff has prepared the ground to be used for parking for the Stroll.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jean Bellinger, TRMC
City Secretary

ORDINANCE NO. O-12-032

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2011-12 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2012, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2011-12 Budget for municipal purposes;

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

SECTION I.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2012, as shown on Exhibit A.

SECTION II.

This Ordinance shall take effect as provided by State Law and the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 20th day of December, 2012.

PASSED and APPROVED on its second reading this the 10th day of January, 2013.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

CITY OF BRENHAM
EXHIBIT A
AMENDMENT NUMBER 1
FISCAL YEAR 09-30-12

REVENUES (INC) DEC	General Fund	Airport Capital Improvement	Hwy 290 Fund	Emergency Mgmt Fund	Equipment Fund	Parks Capital Proj Fund	Hotel Occupancy Tax Fund	County Hotel Occupancy Tax Fund	BCDC Fund	BCDC Capital Projects	PD Criminal Law Enforcement	Donations	Electric Fund	Cas Fund	Water Fund	Wastewater Fund	Utility Capital Improvement	TOTAL
Sales Tax Revenue	\$ (309,914)								\$ (103,305)									\$ (413,219)
Gov Deals Online Auction Revenue	(92,344)																	(92,344)
Site of Fire Department Booster Truck	(32,000)																	(32,000)
Insurance Proceeds	(33,081)																	(33,081)
TxDOT Aviation Grant for Clear Zone Canceled		247,500		\$ (12,958)														(12,958)
Homeland Security Message Sign																		(22,500)
Donations for Amphitheater Restroom Project								(23,416)	(98,662)									(12,958)
HOT Fund Revenue																		(22,500)
County HOT Fund Revenues																		(64,502)
Property Owner's Association Revenue																		(23,416)
Police Donations												(22,475)						(22,475)
Animal Shelter Donations												(10,000)						(10,000)
TOTAL BUDGETED REVENUES	(467,339)	247,500	-	(12,958)	-	-	(64,502)	(23,416)	(201,967)	-	-	(32,475)	-	-	-	-	-	(577,656)
EXPENDITURES INC (DEC)																		
Volunteer Fire Department	32,000																	32,000
Washington County Heritage Society							5,000											5,000
Additional Signage for Hwy 290 during construction							2,230											2,230
HOT Fund Contingency							(3,813)											(3,813)
TxDOT Aviation Grant for Clear Zone Canceled		(275,000)		12,958					(67,106)	13,286				300,000	666,667	333,333	(1,850,000)	(275,000)
Purchase of Message Sign																		12,958
Amphitheater Restroom Project																		22,500
BCDC Audits and Consultants for SWIP Expansion																		22,500
BCDC Capital Projects Streetlights in SWIP																		(67,106)
AMR Meter Project																		(67,106)
TOTAL BUDGETED EXPENDITURES	32,000	(275,000)	-	12,958	-	22,500	3,417	-	(67,106)	13,286	-	-	550,000	300,000	666,667	333,333	(1,850,000)	(257,945)
BUDGETED TRANSFERS																		
Increase Hwy 290 Fund for Westwood Drive and Stringer Street	268,288																	
Reduce Transfer to Equipment Fund	(59,313)		(268,288)															
Reduce Transfer to Airport Capital Projects Fund	(14,000)	14,000			59,313													
Narcotic Seizure Fund to PD Law Enforcement																		
BCDC Capital Projects Transfers to BCDC										11,607	5,483	(5,483)						
BCDC Capital Projects Transfers to Wastewater Fund										11,956						(11,956)		
TOTAL BUDGETED TRANSFERS	194,975	14,000	(268,288)	-	59,313	-	-	-	(11,607)	23,563	5,483	(5,483)	550,000	300,000	666,667	(11,956)	-	0
CHANGE IN BUDGETED FUND BALANCE (INC) DEC	\$ (240,364)	\$ (13,500)	\$ (268,288)	\$ -	\$ 59,313	\$ -	\$ (61,085)	\$ (23,416)	\$ (280,680)	\$ 36,849	\$ 5,483	\$ (37,958)	\$ 550,000	\$ 300,000	\$ 666,667	\$ 331,377	\$ (1,850,000)	\$ (835,601)

- NOTES**
- A - At the April 21, 2011 meeting, Council approved action to designate the proceeds of the sale of the Booster Truck as Matching Funds for the Texas Forest Service Grant.
 - B - Insurance proceeds for Communications Building and Recreation Center wind damage.
 - C - In June 2012, TxDOT Aviation cancelled the project to acquire land for a runway protection zone.
 - D - At the December 1, 2011 meeting, Council accepted a Homeland Security Grant for a Solar Powered Message Board.
 - E - Donations were received in November 2011 the amount of \$22,500 to complete the Amphitheater Restroom project.
 - F - In October 2011, Bluebonnet Electric Co-Operative paid their pro-rata share of the Property Owner's Association Fees for the Detention Pond.
 - G - Engineering costs associated with paving and drainage improvements in the SWIP, Section 3, were paid from BCDC operating reserves not Limited Tax Notes.
 - H - At the December 1, 2011 BCDC meeting, the Board approved the addition of street lighting on Longwood Drive in the SWIP, Section 3.
 - I - The purchase of automated meter reading equipment from Aqua Metric Sales Co is tracked in Fund 108, but the expenditures will be reported in each Utility Fund.
 - J - Engineering and construction agreements for improvements at Westwood Drive and Stringer Street were approved by Council to be funded by General Fund ABNR.
 - K - The budgeted equipment purchases for FY11-12 were lower by \$59,313. We can therefore reduce the amount of the budgeted transfer from the General Fund.
 - L - At the May 3, 2012 meeting, Resolution R-12-009 was approved to transfer \$5,282.75 from the narcotic seizure fund to be used for the purchase of K-9 equipment.
 - M - Residual Limited Tax Note proceeds were transferred from the BCDC Capital Projects Fund to the BCDC Fund to partially offset engineering expenditures.



AGENDA ITEM 6

DATE OF MEETING: January 10, 2013	DATE SUBMITTED: January 7, 2013	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Julie Fulgham	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas by Amending Part V, Section 3.03, Relating to Membership of the Board of Adjustment		
SUMMARY STATEMENT: This Ordinance is amending the current ordinance related to the membership, appointment and terms of office for the Board of Adjustments. Staff would like to remove the requirement that one member of the board must also serve on the Planning and Zoning Commission and reduce the number of alternates from five (5) to two (2).		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Redlined copy of current ordinance showing recommended changes; and (2) Clean version of ordinance		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas by amending Part V, Section 3.03, relating to membership of the Board of Adjustment		
APPROVALS: Terry K. Roberts		

APPENDIX A - ZONING

**PART V.
DECISION MAKING AND STAFF SUPPORT**

Sec. 3. Board of adjustment.

(Sec. 3.03) *Membership, appointment and terms of office:*

- (1) *Membership.* The board shall consist of five (5) citizens, each to be appointed or reappointed by the mayor and confirmed by the city council, for staggered terms of two (2) years respectively. Each member of the board shall be removable for just cause by city council upon written charges and after public hearings. Vacancies shall be filled by the city council for the unexpired term of any member whose term becomes vacant.

Deleted: At least one member of the board shall be a member of the city planning and zoning commission.

The board shall have ~~two (2)~~ alternate members appointed or reappointed by the mayor and confirmed by the city council who shall serve in the absence of one or more regular members when requested to do so by the mayor. These alternate members, when appointed, shall serve for the same period as the regular members and any vacancies shall be filled in the same manner and shall be subject to removal as the regular members.

Deleted: four (4)

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING SECTION 3.03, MEMBERSHIP, APPOINTMENT AND TERMS OF OFFICE OF PART V. DECISION MAKING AND STAFF SUPPORT TO REMOVE THE REQUIREMENT OF A BOARD MEMBER HOLDING A POSITION ON THE PLANNING AND ZONING COMMISSION OF THE CITY OF BRENHAM.

BE IT ORDAINED BY THE CITY OF BRENHAM, TEXAS, THAT APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, Part V, Section 3.03, is hereby amended to read as follows:

(Sec. 3.03) Membership, appointment and terms of office:

- (1) *Membership.* The board shall consist of five (5) citizens, each to be appointed or reappointed by the mayor and confirmed by the city council, for staggered terms of two (2) years respectively. Each member of the board shall be removable for just cause by city council upon written charges and after public hearings. Vacancies shall be filled by the city council for the unexpired term of any member whose term becomes vacant.

The board shall have two (2) alternate members appointed or reappointed by the mayor and confirmed by the city council who shall serve in the absence of one or more regular members when requested to do so by the mayor. These alternate members, when appointed, shall serve for the same period as the regular members and any vacancies shall be filled in the same manner and shall be subject to removal as the regular members.

SECTION 2

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

PASSED and APPROVED on its first reading this the _____ day of January, 2013.

PASSED and APPROVED on its second reading this the _____ day of January, 2013.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 7

DATE OF MEETING: 1-10-2013	DATE SUBMITTED: 1-4-2013	
DEPT. OF ORIGIN: Engineering	SUBMITTED BY: Doug Baker	
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 a Professional Services Agreement with Jones and Carter, Inc. for Engineering Services Related to the Extension of Chappell Hill Street and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: This agreement provides for the engineering services required for the extension of a new street from S. Market Street to Stringer Street. I hesitate to give it a name because I don't know if it will be called Chappell Hill Street or Stringer Street. As shown on the map, this project also includes the realignment of the portion of Chappell Hill Street between Ralston Creek and S. Market Street. Chappell Hill Street and Stringer Street are both collector streets, and therefore this new street will be constructed to our standard for a collector street, which is 39 feet wide.		
<p>This project will involve TxDot because it intersects Business 290 (S. Market Street). Some of the issues that will need to be worked out with TxDot include storm sewer construction and traffic control. A storm sewer will probably need to be constructed from the south side of Market Street to Ralston Creek on the north side of Market Street. If so, the cost of the storm sewer construction could vary, depending on whether TxDot will permit an open cut across Market Street or whether they will require a bore underneath the street. Open cutting is always much less expensive than boring. There is also the issue with the existing signal at Becker Drive. Based on the conversation we had during our preliminary meeting with Mark Shafer, the signal would remain at Becker Drive for the time being and northbound and southbound traffic on the new street would be regulated with stop signs. The relocation of the signal would be dependent upon traffic patterns and funding availability.</p> <p>This project will also require the acquisition of small parcels of land from four property owners. I have been in contact with all four of these owners and I believe they all agree with the proposed alignment and will be willing sellers. Unless a property owner is willing to donate his parcel to the city, the parcel will have to be appraised and the property owner will have to be compensated for his parcel. At this point, I have no way of knowing what costs will be involved in this part of the project.</p> <p>I am not going to attempt to estimate the construction cost of this project. The Westwood project will have cost approximately \$410/lf. The Stringer Street project will have cost approximately \$600/lf. The length of this project is approximately 1500 feet. The engineer's preliminary report, which we will have in the next few weeks, will have an estimate of probable cost.</p>		

The engineer's fee for basic services will be based on a percentage of the construction cost. As shown in the agreement, this percentage varies. For instance, if the construction cost was \$1,000,000, the basic engineering fee would be \$75,200. The engineer's fee for additional services will not exceed \$39,000.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Professional Services Agreement from Jones & Carter, Inc.

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve a Professional Services Agreement with Jones and Carter, Inc. for engineering services related to the extension of Chappell Hill Street and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

ROSENBERG

AUSTIN

SAN ANTONIO

DALLAS

THE WOODLANDS

HOUSTON

BRYAN/COLLEGE STATION

BREHAM

Texas Board of Professional Engineers Registration No. F-439

January 4, 2013

Mr. Doug Baker, P.E.
City Engineer
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

Re: Professional Services Agreement
City of Brenham, Texas
Chappell Hill Street Extension

Dear Mr. Baker:

Enclosed for your consideration are two (2) originals of a revised Professional Services Agreement for the Chappell Hill Street Extension Project. The venue provision suggested by Cary Bovey has been added to the agreement. If the agreement meets with the City of Brenham's approval, please execute the agreement and return one (1) original to our office.

Should you have any questions, please call.

Respectfully,



Wm. R. Krueger, P.E., RPLS
Vice President
Brenham Operations Manager

WRK/ebr
P:\PROJECTS\B0039-Brenham\Chappell Hill St Extension\psa letter.doc
Enclosures

PROFESSIONAL SERVICES AGREEMENT
Between
THE CITY OF BRENHAM, TEXAS
and
JONES & CARTER, INC.

The CITY OF BRENHAM, TEXAS, as CLIENT, engages JONES & CARTER, INC., as ENGINEER, to perform professional services for the assignment described as follows:

The extension of Chappell Hill Street from a point approximately 150 feet south of Lawndale Street to a point approximately 250 feet north of Stringer Street. The general route for the proposed improvements is as shown on Exhibit A attached. To include general engineering consultation, preparation of construction drawings and specifications, field surveys, boundary surveys and legal descriptions, and resident project representation.

I. SERVICES: ENGINEER agrees to perform the design work for CLIENT as a part of ENGINEER'S Basic Services. Platting, Field Surveys, Resident Project Representation, and Reimbursable Expenses will be considered Additional Services. Basic Services and Additional Services will be performed in conformance with the following descriptions, terms, and conditions.

A. BASIC SERVICES: ENGINEER will perform these services in three phases.

1. Preliminary Phase: ENGINEER will discuss the assignment with CLIENT; arrange for surveys, soil borings, investigations, and tests for CLIENT'S account, as required; prepare a comparative analysis and rank the three (3) preliminary horizontal alignments under consideration; prepare preliminary drawings and preliminary construction cost estimates; and present recommendations.
2. Design Phase: After completion of Preliminary Phase and when authorized by CLIENT, ENGINEER will arrange for additional surveys, soil borings, investigations, and tests for CLIENT'S account, as required; prepare final contract drawings in ink on Mylar, specifications, and cost estimates; obtain necessary approvals from applicable federal, state, and local agencies; and prepare necessary bidding documents.
3. Construction Phase: After completion of Design Phase and when authorized by CLIENT, ENGINEER will assist CLIENT in securing and analyzing bids or negotiated proposals, recommend awards of construction contracts, and consult with CLIENT during construction; transmit instructions of CLIENT to Contractor; periodically visit construction site to observe progress and quality of work; interpret drawings and specifications; review shop drawings, material and equipment tests, and Contractor's pay estimates; observe the completed construction for conformity to contract documents; and issue to CLIENT a Certificate of Substantial Completion at which time Basic Services shall be deemed complete.

B. ADDITIONAL SERVICES: All work performed by ENGINEER which is either described in this paragraph or not included in the Basic Services defined above shall constitute Additional Services. These shall include:

1. Travel and subsistence to points other than ENGINEER'S or CLIENT'S offices and project site;

2. Copies of construction documents in excess of ten (10) sets;
3. Revisions to substantially completed construction documents or approved preliminary documents occasioned by changes in scope of work;
4. Soil borings; soil, mill, shop, and laboratory tests;
5. Field surveys, construction staking, lot staking, and related office computations and drafting;
6. Resident project representation;
7. Special reports or studies, bond application reports, property maps, plats, preparation of environmental statements, applications for permits or grants, appearances before regulatory agencies, and required filing fees;
8. Revisions to construction documents to indicate "Record" conditions;
9. Services as an expert witness including preparation of engineering data and reports on behalf of the CLIENT or in connection with litigation or other controversies, or in consultation with CLIENT or attorneys;
10. Renderings, exhibits, or scale models;
11. Additional or extended services during construction made necessary by work damaged by fire or other cause during construction; defective or neglected work of contractor; prolongation of construction contract time by more than 20%, acceleration of work schedule involving services beyond normal working hours; or default under construction contract due to delinquency or insolvency;
12. Services after issuance of Certificate of Substantial Completion;
13. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify accuracy of drawings or other information furnished by CLIENT;
14. Other services not otherwise included in the Agreement or not customarily furnished in accordance with generally accepted engineering practice.

II. COMPENSATION: CLIENT agrees to pay ENGINEER for above-described services in accordance with the following descriptions, definitions, terms, and conditions.

A. BASIC SERVICES: Compensation for this project will be based on a percentage of the Total Construction Cost per contract as determined from the table included as Exhibit B. Compensation will be paid for the various phases as follows.

PRELIMINARY PHASE	20%
DESIGN PHASE	60%
CONSTRUCTION PHASE	<u>20%</u>
TOTAL	100%

1. The Client has contracted with the Engineer under separate agreement dated November 1, 2012 for a portion of the Preliminary Phase services for this project. The actual fees for the preliminary engineering services as defined in Section A under Scope of Services of the November agreement shall be credited toward the Preliminary Phase services fees stipulated in Section II.A. above.
 2. Total Construction Cost:
 - a. Total Construction Cost shall be based on and include, among others, the following items: (1) all work designed and specified by ENGINEER, including labor, material, and equipment (including work covered by additive alternates that increase the cost of the project, if used); and (2) all labor, material, and equipment furnished by CLIENT or by others.
 - b. Total Construction Cost shall not be based on nor include: (1) compensation payable to ENGINEER under this agreement; (2) compensation payable to any architect or other engineer, or (3) expenditures not connected with construction or design, such as land acquisition costs or attorney's fees.
 - c. Total Construction Cost shall be: (1) the actual cost to the CLIENT of the finished project, if there is reasonably adequate information from which such cost amount can be determined, plus the amount of the proposal received from the successful bidder for each additive alternate not used (or the ENGINEER'S most recent cost estimate for such alternate, if no proposal is received); (2) if reasonably adequate information is not available from which actual cost can be determined, then the lowest bona fide proposal received for construction of the project, including all additive alternates of that proposal; (3) if such a proposal is not available, then the ENGINEER'S most recent opinion of cost for the project including all additive alternates. In determining Total Construction Cost, reduction shall not be made for any deductive alternates that decrease the cost of the project if used.
- B. **ADDITIONAL SERVICES:** Compensation will be on the basis of ENGINEER'S current hourly rates plus reimbursable expenses in accordance with the SCHEDULE OF HOURLY RATES attached hereto (Exhibit C) and with the SCHEDULE OF REIMBURSABLE EXPENSES attached hereto (Exhibit D). Hourly rates and reimbursable expenses are subject to annual revision in January of each year that this Agreement is in force. CLIENT will be provided a schedule of rates for any services rendered which are not included in the basic SCHEDULE OF HOURLY RATES.
- III. **PAYMENTS:** Engineer will invoice CLIENT monthly in amounts based on ENGINEER'S estimate of the portion of the Basic Services completed, plus charges for Additional Services performed. CLIENT agrees to promptly pay ENGINEER at his office in Washington County, Texas, the full amount of each such invoice upon receipt. A charge of 0.75% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.
- IV. **OWNERSHIP OF DOCUMENTS:** All drawings, specifications, reports, studies, and other documents prepared by ENGINEER for CLIENT shall be CLIENT'S property. ENGINEER will serve as custodian of all drawings, specifications, reports, studies, and other documents and shall furnish copies to CLIENT at CLIENT'S expense. CLIENT shall not reuse, modify, or alter the drawings or specifications without first removing all references to ENGINEER and its employees.
- V. **COST ESTIMATES:** Cost Estimates prepared by the ENGINEER represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the ENGINEER has no control over the cost of labor, materials, or equipment; over the Contractor's

methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

- VI. **INSURANCE:** ENGINEER agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement.
- VII. **LIABILITY LIMITATION:** The ENGINEER agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that the ENGINEER shall not be liable for error, omission, or breach of warranty (either expressed or implied) in his preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by the CLIENT pursuant to Section I of this Agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances and conditions.
- VIII. **TERMINATION**
 - A. **CONDITIONS OF TERMINATION:** This Agreement may be terminated without cause at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.B below.
 - B. **COMPENSATION PAYABLE ON TERMINATION:** On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER the full amount specified in paragraph II.A with respect to any phase of Basic Engineering Services which has been completed plus an amount fixed by applying the rate specified for Additional Services in paragraph II.B to all Basic Services performed to the date of termination for any phase then in progress, plus an amount fixed by applying the rate specified in paragraph II.B to all Additional Services performed to date of termination (including all Reimbursable Expenses incurred).
- IX. **SUCCESSORS AND ASSIGNS:** CLIENT and ENGINEER each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.
- X. **SPECIAL PROVISIONS:** This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:
 - A. The amount of any excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as determined above.
 - B. All letter proposals describing the scope of services and method of compensation shall become part of this Agreement.
 - C. For this project, the ENGINEER anticipates that combined (all phases) ADDITIONAL SERVICES may include field surveys for design, boundary surveys [based upon the route selected by the CLIENT, prepare a maximum of ten (10) boundary surveys of the parcels of right-of-way to be acquired, including setting iron rods marking the corners of all tracts], construction staking, traffic impact analysis studies, signal warrant studies, and part-time project representation. Compensation for these services shall not exceed \$39,000.00 without further written authorization by the CLIENT.

The Client has contracted with the Engineer under separate agreement dated November 1, 2012, for a portion of the boundary surveying services for this project. The actual fees for the boundary surveying services as defined in Section B under Scope of Services of the November agreement shall be credited toward the Additional Services fees stipulated in the paragraph above.

XI. INVALIDATION AND MODIFICATIONS: If this Agreement is not executed by CLIENT within 60 days of date tendered, it shall become invalid unless ENGINEER extends the time in writing. This Agreement can be modified only by mutual written consent of both parties.

XII. This Agreement shall be governed by the laws of the State of Texas. Exclusive venue for any claim, dispute, lawsuit, or other legal proceeding arising out of or involving this Agreement shall be in a court of competent jurisdiction in Washington County, Texas. Executed and effective this ____ day of _____, 2013.

CITY OF BRENHAM
P.O. BOX 1059
BRENHAM, TEXAS 77834-1059

JONES & CARTER, INC.
1500 SOUTH DAY STREET
BRENHAM, TEXAS 77833

BY: _____
Milton Y. Tate, Jr.
Mayor

BY: Wm. R. Krueger
Wm. R. Krueger, P.E., RPLS
Vice President
Brenham Operations Manager

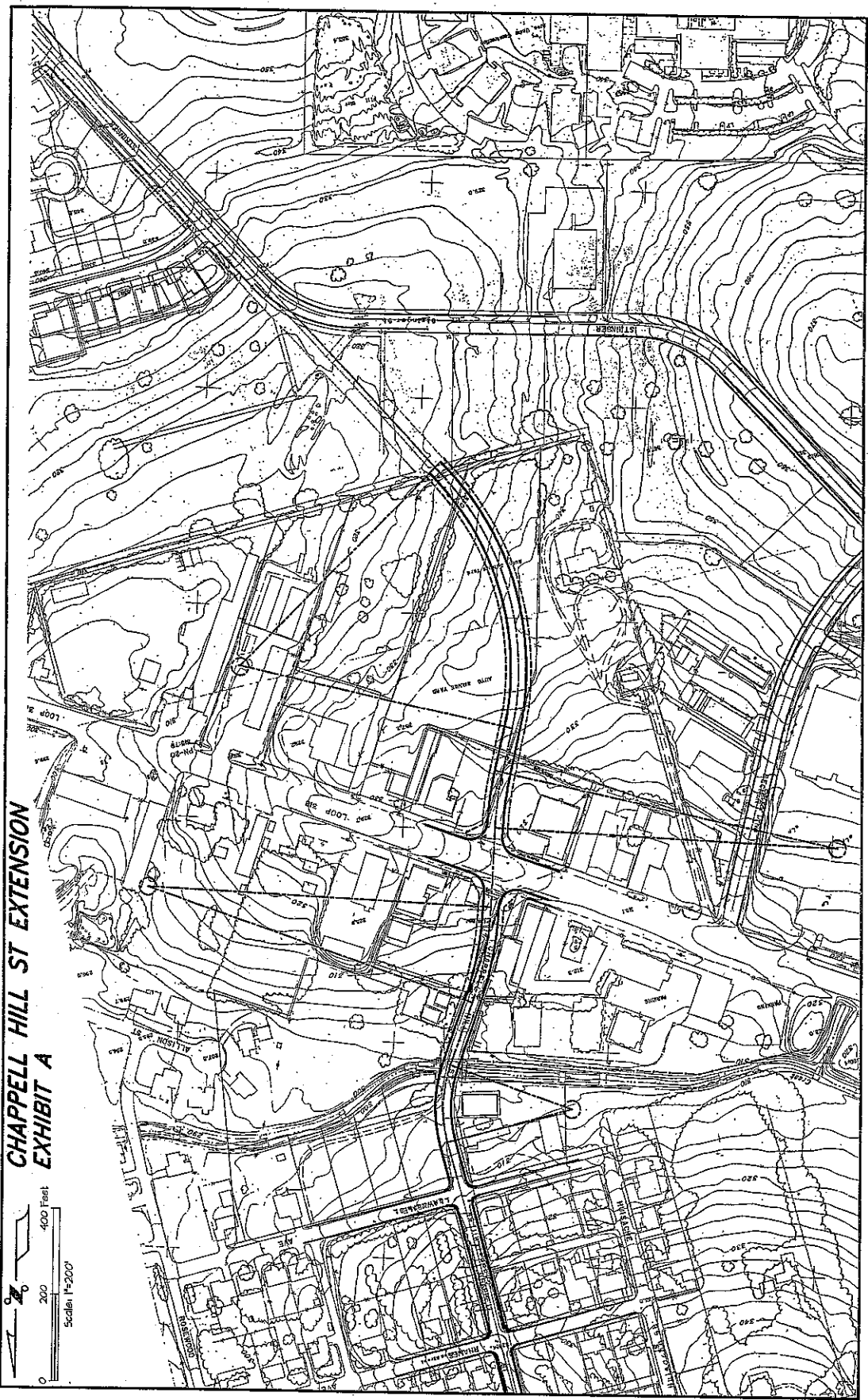
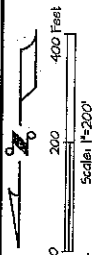
DATE: _____

DATE: January 4, 2013

ATTEST: _____
Jeana Bellinger
City Secretary

ATTEST: John E. Pledger III
John E. Pledger, III, P.E., RPLS
Vice President
Business Development

**CHAPPELL HILL ST EXTENSION
EXHIBIT A**



**EXHIBIT B
ENGINEER'S COMPENSATION SCHEDULE**

Construction Cost	Basic Engineering Fee As A Percentage of Construction Cost	Construction Cost	Basic Engineering Fee As A Percentage of Construction Cost
\$100,000	11.63%	\$1,300,000	7.23%
\$110,000	11.45%	\$1,400,000	7.17%
\$120,000	11.27%	\$1,500,000	7.11%
\$130,000	11.11%	\$1,600,000	7.06%
\$140,000	10.96%	\$1,700,000	7.02%
\$150,000	10.82%	\$1,800,000	6.99%
\$160,000	10.69%	\$1,900,000	6.95%
\$170,000	10.57%	\$2,000,000	6.92%
\$180,000	10.46%	\$2,100,000	6.89%
\$190,000	10.35%	\$2,200,000	6.87%
\$200,000	10.25%	\$2,300,000	6.84%
\$210,000	10.16%	\$2,400,000	6.81%
\$220,000	10.07%	\$2,500,000	6.79%
\$230,000	9.99%	\$2,600,000	6.76%
\$240,000	9.91%	\$2,700,000	6.74%
\$250,000	9.84%	\$2,800,000	6.71%
\$260,000	9.76%	\$2,900,000	6.68%
\$270,000	9.70%	\$3,000,000	6.66%
\$280,000	9.63%	\$3,100,000	6.64%
\$290,000	9.57%	\$3,200,000	6.61%
\$300,000	9.51%	\$3,300,000	6.59%
\$310,000	9.45%	\$3,400,000	6.57%
\$320,000	9.39%	\$3,500,000	6.56%
\$330,000	9.34%	\$3,600,000	6.54%
\$340,000	9.28%	\$3,700,000	6.53%
\$350,000	9.23%	\$3,800,000	6.52%
\$360,000	9.17%	\$3,900,000	6.52%
\$370,000	9.12%	\$4,000,000	6.51%
\$380,000	9.07%	\$4,100,000	6.51%
\$390,000	9.01%	\$4,200,000	6.51%
\$400,000	8.96%	\$4,300,000	6.51%
\$410,000	8.91%	\$4,400,000	6.51%
\$420,000	8.86%	\$4,500,000	6.51%
\$430,000	8.76%	\$4,600,000	6.50%
\$440,000	8.71%	\$4,700,000	6.49%
\$450,000	8.67%	\$4,800,000	6.48%
\$460,000	8.63%	\$4,900,000	6.46%
\$480,000	8.59%	\$5,000,000	6.42%
\$500,000	8.52%	\$5,500,000	6.38%
\$600,000	8.25%	\$6,000,000	6.33%
\$700,000	8.02%	\$6,500,000	6.28%
\$800,000	7.82%	\$7,000,000	6.23%
\$900,000	7.66%	\$7,500,000	6.18%
\$1,000,000	7.52%	\$8,000,000	6.14%
\$1,100,000	7.41%	\$8,500,000	6.11%
\$1,200,000	7.31%	\$9,000,000	6.08%

AUSTIN
HOUSTON
SAN ANTONIO
COLLEGE STATION
DALLAS
BRENHAM
ROSENBERG
THE WOODLANDS

Texas Board of Professional Engineers Registration No. F-439

EXHIBIT C
SCHEDULE OF HOURLY RATES
Effective January 2013
Subject to Annual Revision in January 2014

ENGINEERING PERSONNEL

Engineer I	\$ 76
Engineer II	\$ 82
Engineer III	\$ 90
Engineer IV	\$100
Engineer V	\$115
Engineer VI	\$130
Staff Engineer	\$140
Project Engineer	\$150
Sr. Project Engineer	\$155
Sr. Project Manager	\$160
Department Manager	\$170
Division Manager	\$180
Officer – Regional Manager	\$190
Officer – Corporate Manager	\$200
Officer – President	\$225

ELECTRICAL ENGINEERING PERSONNEL

Electrical Engineer I	\$90
Electrical Engineer II	\$100
Electrical Engineer III	\$110
Electrical Engineering IV	\$120
Electrical Engineer V	\$130
Electrical Engineer VI	\$135
Electrical Project Representative	\$60

CONSTRUCTION PERSONNEL

(includes mileage)	
Project Representative I	\$ 48
Project Representative II	\$ 55
Project Representative III	\$ 65
Project Representative IV	\$ 75
Project Representative Coordinator	\$ 80
Construction Engineer I	\$ 76
Construction Engineer II	\$ 82
Construction Engineer III	\$ 90
Construction Engineer IV	\$100
Construction Engineer V	\$115
Construction Manager	\$150

OFFICE PERSONNEL

Office Assistant	\$ 25
Clerk	\$ 30
Engineer's Assistant I	\$ 45
Engineer's Assistant II	\$ 60
Secretary I	\$ 37
Secretary II	\$ 45
Secretary III	\$ 55
Contract Coordinator	\$ 60
Bookkeeper	\$ 65
Staff Assistant	\$ 70
Chief Accountant	\$ 90

SURVEYING PERSONNEL

4-Man Field Crew	\$140
3-Man Field Crew	\$130
2-Man Field Crew	\$110
4-Man Field Crew w/Robotic Survey System	\$180
3-Man Field Crew w/Robotic Survey System	\$170
2-Man Field Crew w/Robotic Survey System	\$150
1-Man Field Crew w/Robotic Survey System	\$125
4-Man Field Crew w/GPS System	\$210
3-Man Field Crew w/GPS System	\$200
2-Man Field Crew w/GPS System	\$170
1-Man Field Crew w/GPS System	\$150
Survey Technician I	\$ 50
Survey Technician II	\$ 60
Project Surveyor I	\$ 65
Project Surveyor II	\$ 78
Project Surveyor III	\$ 90
Chief of Survey Crews	\$ 90
Registered Prof. Land Surveyor	\$120
Survey Manager	\$130

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$ 42
CAD Operator II	\$ 48
CAD Operator III	\$ 57
CAD Operator IV	\$ 66
CAD Operator V	\$ 76
CAD Manager	\$ 90
Designer I	\$ 80
Designer II	\$ 90
Chief Designer	\$ 93
Design Coordinator	\$100
Design Coordinator II	\$110
GIS Operator I	\$ 55
GIS Operator II	\$ 75
GIS Operator III	\$ 90
GIS Operator IV	\$100
Computer Tech	\$ 50
Computer Manager	\$100

Final Bren-Bry-CS 2013

EXHIBIT D

SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2013

Subject to Annual Revision in January 2014

1. **Reproduction performed in office**

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½" x 11" (single-sided)	\$0.05/page	\$.50/page
8½" x 11" (double-sided)	\$0.15/page	\$ 1.00/page
8½" x 14"	\$0.15/page	\$.75/page
11" x 17"	\$0.20/page	\$ 1.00/page

<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Translucent Bond	\$0.20/sq ft	\$ 4.00/sq ft
Color Bond	\$0.30/sq ft	\$ 5.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 8.00/sq ft
Vellum	\$1.00/sq ft	N/A
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Facsimiles sent: \$1.00/each
3. Transportation (mileage): \$0.50/mile
4. Audio/Video Conferencing
 - a. Audio Conferencing \$0.15/minute/person
 - b. Video Conferencing \$0.50/minute/person
 - c. Audio/Video Conferencing \$0.65/minute/person
5. Subcontracts and all other outside expenses and fees: Actual cost plus 10% service charge
6. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Actual cost plus 10%
 - c. Stakes: Cost plus 10% service charge where an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost plus 10%

**City of Brenham
Chappell Hill Street Extension
Additional Engineering Services
Fee Estimate**

10/25/2012

Item	Estimated Cost
Surveys For Design	\$3,300
Revise Parcel Surveys	\$6,250
Street Construction Staking	\$3,500
Utilities and Storm Sewer Construction Staking	\$2,000
Traffic Impact Analysis and Signal Warrant Study	\$10,000
Part-Time Project Representative	\$13,950
Total	\$39,000