



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, SEPTEMBER 20, 2012 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 – Mayor Milton Y. Tate, Jr.**
- 3. Citizens Comments**

CONSENT AGENDA

4. Statutory Consent Agenda

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

- 4-a. Minutes from the August 30, 2012 Special Council Meeting** **Page 1-9**

REGULAR AGENDA

- 5. Discuss and Possibly Act Upon Ordinance O-12-022 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2012 and Ending September 30, 2013** **Page 10-13**
- 6. Discuss and Possibly Act Upon Ordinance O-12-023 on Its Second Reading Levying Taxes for the Tax Year 2012 for the City of Brenham at \$0.5432 per \$100 Valuation** **Page 14-16**

7. Discuss and Possibly Act Upon Renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, Animal Mortality and Theft and Workers' Compensation Coverage for the City of Brenham for Fiscal Year 2012-13 and Authorize the Mayor to Execute any Necessary Documentation **Page 17-25**
8. Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M317BRENM with TxDOT for Fiscal Year 2012-13 and Authorize the Mayor to Execute any Necessary Documentation **Page 26-38**
9. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Ordinance O-12-010 Relating to a Non-Exclusive Franchise Granted to A&K Waste Removal, Inc. to Operate a Roll-off Container Service for Residents, Businesses and Industries Inside Brenham City Limits **Page 39-41**
10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Non-Exclusive Franchise to Texas Disposal System to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits **Page 42-54**

EXECUTIVE SESSION

11. Section 551.074 – Texas Government Code – Personnel Matters – Discuss and Consider City Manager's Employment Agreement and Related Issues **Page 55**
12. Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Possible Acquisition of Real Estate for Future Municipal Improvements **Page 56**
13. Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Possible Acquisition of Real Property for Future City of Brenham Sanitation Department Operations **Page 57**

RE-OPEN REGULAR SESSION

14. Discuss and Possibly Act Upon City Manager's Employment Agreement and Related Issues **Page 58**
15. Discuss and Possibly Act Upon the Acquisition of Real Estate for Future Municipal Improvements **Page 59**
16. Discuss and Possibly Act Upon the Acquisition of Real Property for Future City of Brenham Sanitation Department Operations **Page 60**

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.

17. 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 September 20, 2012 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 September 17, 2012 at 11:55 PM.

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 _____, 2012 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on August 30, 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 K. Roberts, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Jennifer Salsgiver, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Chief Financial Officer Carolyn Miller, Debbie Gaffey, Brandon Plumb, Public Works Director Doug Baker, Leslie Kelm, Public Utilities Director Lowell Ogle, Dane Rau, Development Services Director Julie Fulgham, and Angela Hahn

Citizens present:

Clint Kolby, Paul Ehlert, Billy Holle, Doug French, Randy French, Wayne Giese, and Clarence Gerke

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 Keith Herring**
- 3. Citizens Comments**

Mayor Tate asked the community to remember the young Brenham High School football player who is recovering from a stroke.

PUBLIC HEARING

4. Proposed Tax Rate of \$0.5432 per \$100 Valuation for Fiscal Year Beginning October 1, 2012 and Ending September 30, 2013

Mayor Tate opened the Public Hearing.

Chief Financial Officer Carolyn Miller explained that this is the first of two public hearings on the proposed tax rate. She stated that the Council Budget Workshops were held during the week of July 25, 2012 and the proposed budget is on the City's website, on file with the City Secretary, the Washington County Clerk, and at the Nancy Carol Roberts Memorial Library. Miller explained that in compliance with the Property Tax Code, a governing body must hold two public hearings to receive citizen comments.

Mayor Tate stated that the first reading of the Ordinance to adopt the tax rate will be during a Special Council meeting on Monday, September 17, 2012 at 1:00 p.m. and the second reading of the Ordinance and adoption of the tax rate is scheduled for a Regular Council meeting on Thursday, September 20, 2012 at 1:00 p.m.

Mayor Tate asked for citizen comments on the proposed tax rate. There were no citizen comments.

The public hearing was closed.

5. Public Hearing Concerning an Official Zoning Map Amendment to Change the Zoning from a Mixed Residential (R-2) District to a Local Business/Residential Mixed Use (B-1) District on 7.43 Acres Being Tract 189 Out the Phillip Coe Survey and Located at the Northeast Corner of Old Mill Creek Road and Saeger Street in Brenham, Texas

Mayor Tate opened the Public Hearing.

Development Services Director Julie Fulgham presented a request to re-zone an R-2 District to a B-1 District for the purpose of developing the site for a professional office. Fulgham recommended approving this requested zone change because it conforms to principles outlined in the Comprehensive Plan. She explained that the tract is located at the intersection of two collector streets and though it is surrounded by single-family residential zoning districts, it is not surrounded by single-family residential uses.

City Manager Terry Roberts advised Council that this public hearing provides citizens an opportunity to comment. He said the tract is located at the northeast corner of Saeger Street.

The public hearing was closed.

6. Public Hearing Concerning an Official Zoning Map Amendment to Change the Zoning from Local Business/Residential Mixed Use (B-1) District to a Business, Research and Technology (B-2) District on 24.28 Acres, More or Less, Being Portions of Tracts 1 and 340 Out of the Phillip Coe Survey, and Located at the Northern End of Farewell Street and Generally Known as the Prairie Lea Cemetery Expansion Area

Mayor Tate opened the Public Hearing.

Development Services Director Julie Fulgham presented a request from the Brenham Cemetery Association (BCA) to re-zone approximately 24 acres from a B-1 District to a B-2 District for cemetery expansion purposes. She recommended a City initiated zone change to a small portion of land owned by Black Mesa, LLC to prevent a 0.13 acre B-1 District island surrounded by B-2 Districts and she explained that Black Mesa, LLC was notified. Fulgham recommended approving the request except for the approximate 1.3 acre portion that comprises the undeveloped section of the Saeger Street extension in order to prevent an encroachment and protect the right-of-way for future development in accordance with the Comprehensive Plan.

BCA Director Paul Ehlert introduced himself and BCA President Wayne Giese and explained that re-zoning the approximate 1.532 acre of land in the City's right-of-way does not affect the City's right to construct a road. Ehlert asked Council to consider including this strip to prevent the creation of a small B-1 District sliver surrounded by B-2 Districts.

City Attorney Cary Bovey described staff's concern regarding the potential for construction if the area in question is re-zoned since a B-1 District prevents activity allowed in a B-2 District. Bovey explained that maintaining a B-1 District makes it clear that the BCA cannot expand the cemetery onto this strip.

Ehlert specified that the easement has a twenty-five (25) year term-limit with ten (10) years remaining for the City to build a road and questioned if the City was trying to protect the right-of-way longer than ten (10) years.

Bovey clarified that staff advocates maintaining a B-1 District in the right-of-way in order to prevent improvements made on this land during the interim period.

Fulgham added that maintaining the B-1 District zoning prevents confusion and protects that transportation corridor. She indicated that the BCA can request a zone change after the easement expires and re-zoning this strip of land does not comply with the Comprehensive Plan.

Mayor Tate recognized both Ehlert's and Fulgham's perspectives and remarked that if the City does not build the road in ten (10) years, BCA owns the property free of the easement.

Bovey reiterated that maintaining a B-1 District makes it clear that the BCA cannot expand the cemetery onto this strip during the interim period.

Fulgham indicated that the City could not extend Saeger Street in the event that a grave was placed on this strip.

Mayor Tate asked if maintaining the B-1 District on the right-of-way for the next ten (10) years, in addition to restrictions congruent to the easement, prevents BCA from putting graves onto this site.

Ehlert confirmed that BCA can not put graves in a B-1 District or a right-of-way.

Mayor Tate asked for other citizen comments and there were none.

The public hearing was closed.

7. Public Hearing Concerning an Official Zoning Map Amendment to Change the Zoning from a Residential Single Family (R-1) District to Establish a Planned Development (PD) District for Single-Family Residential Uses on Approximately 57.32 Acres and Generally Bounded by East Stone Street to the North, South Blue Bell Road to the East and Gun and Rod Road to the South as well as a Request to Change the Zoning from a Residential Single Family (R-1) District to a Local Business/Residential Mixed Use (B-1) District on Approximately 3.08 Acres Located at the Southwest Corner of East Stone Street and South Blue Bell Road with Both Parcels Being a Part of Tract 191 Out of the James Walker Survey in Brenham, Texas

Mayor Tate opened the Public Hearing.

Development Services Director Julie Fulgham presented a request from Stylecraft for a PD District. Fulgham recommended re-zoning an R-1 District to a PD District for single-family residential uses with minimum lot widths of fifty-five (55) feet, minimum lot depths of one hundred and twenty-five (125) feet, and side setback lines reduced to seven and a half (7.5) feet in return for the creation of a homeowners association to maintain common areas and the dedication of a minimum one thousand five hundred (1,500) linear feet all-weather trail. Fulgham added that R-1 District standards applied to property not otherwise specified. Fulgham further endorsed re-zoning an R-1 District to a B-1 District to establish a neighborhood commercial tract to serve the surrounding area. Fulgham confirmed that the plan meets principles outlined in the Comprehensive Plan and deviations from standards are minimal.

Mayor Tate asked about lot width in the smaller lots.

Fulgham referred to Exhibit A in the proposed Ordinance explaining that the larger blue lots adhere to all the normal standards and the smaller yellow lots are reduced in width to a minimum of fifty-five (55) feet, but extended in length.

City Manager Terry Roberts clarified that the smaller yellow lots contain a minimum lot width of fifty-five (55) feet and a minimum lot depth of one hundred and twenty-five (125) feet.

Fulgham added that the extended lot depth in the smaller yellow lots produced lots that exceed the minimum square footage requirement.

Councilmember Herring questioned the depth of the larger blue lots.

Fulgham explained that the larger blue lots meet the minimum lot depth of one hundred and fifteen (115) feet with many of these lots exceeding this minimum requirement.

Mayor Tate asked for citizen comments.

Stylecraft Developer Randy French presented how the Ralston Creek Estates Subdivision differs from grid-development while maintaining a pedestrian friendly setting. In return for the layout, French requested a reduced side setback of five (5) feet in lieu of the ten (10) feet minimum due to increasing development cost and minimum standards found in other cities.

Councilmember Barnes-Tilley and Councilmember Herring asked about the homeowners association.

Fulgham stated that homeowner association specifications are written into the Ordinance to ensure that staff is comfortable with their bylaws and language concerning the maintenance of common areas.

French added that the homeowners association is managed by a third party, which Stylecraft pays for until the neighborhood populous can self-sufficiently fund it.

Councilmember Goss inquired if the fire department reviewed the plan.

Fire Chief Ricky Boeker stated that Fire Marshal Alan Finke reviewed the plan and recommended a seven and a half foot (7.5') side setback.

Fulgham recommended a seven and a half (7.5) feet minimum side setback, explaining that staff was not comfortable with the five (5) feet side setback requested by Stylecraft and the smallest reduction the Fire Marshall's office supported was seven and a half (7.5) feet.

The public hearing was closed.

REGULAR AGENDA

- 8. 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; Amending the Official Zoning Map to Change the Zoning from a Mixed Residential (R-2) District to a Local Business/Residential Mixed Use (B-1) District on 7.43 Acres Being Tract 189 Out the Phillip Coe Survey and Located at the Northeast Corner of Old Mill Creek Road and Saeger Street in Brenham, Texas**

Mayor Tate explained that Councilmember Goss's wife works for Seidel, Schroeder & Company, who is requesting the zoning change, so he will not participate in the vote.

A motion was made by Councilmember Williams and seconded by Councilmember Ebel to approve an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas; Amending the Official Zoning Map to Change the Zoning from a Mixed Residential (R-2) District to a Local Business/Residential Mixed Use (B-1) District on 7.43 Acres Being Tract 189 Out the Phillip Coe Survey and Located at the Northeast Corner of Old Mill Creek Road and Saeger Street in Brenham, Texas.

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

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

9. 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; Amending the Official Zoning Map to Change the Zoning from Local Business/Residential Mixed Use (B-1) District to a Business, Research and Technology (B-2) District on 24.28 Acres, More or Less, Being Portions of Tracts 1 and 340 Out of the Phillip Coe Survey, and Located at the Northern End of Farewell Street and Generally Known as the Prairie Lea Cemetery Expansion Area

City Attorney Cary Bovey highlighted wording added to the Ordinance that excludes the acre that comprises the undeveloped section of the Saeger Street right-of-way and stated that the 1.3 acre should be changed to 1.52 acre.

Councilmember Herring asked if the City could initiate re-zoning Tract 340 since the City has not received feedback from Black Mesa, LLC indicating support or opposition.

Development Services Director Julie Fulgham affirmed that Black Mesa was notified and did not contact the City to voice their support or opposition. She suggested that Black Mesa probably agreed with the reasoning behind re-zoning the land.

A motion was made by Councilmember Herring and seconded by Councilmember Goss to approve an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas; Amending the Official Zoning Map to Change the Zoning from Local Business/Residential Mixed Use (B-1) District to a Business, Research and Technology (B-2) District on 24.28 Acres, More or Less, Being Portions of Tracts 1 and 340 Out of the Phillip Coe Survey, and Located at the Northern End of Farewell Street and Generally Known as the Prairie Lea Cemetery Expansion Area with corrections.

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 Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas; Amending the Official Zoning Map to Change the Zoning from a Residential Single Family (R-1) District to Establish a Planned Development (PD) District for Single-Family Residential Uses on Approximately 57.32 Acres and Generally Bounded by East Stone Street to the North, South Blue Bell Road to the East and Gun and Rod Road to the South as well as to Change the Zoning from a Residential Single Family (R-1) District to a Local Business/Residential Mixed Use (B-1) District on Approximately 3.08 Acres Located at the Southwest Corner of East Stone Street and South Blue Bell Road with Both Parcels Being a Part of Tract 191 Out of the James Walker Survey in Brenham, Texas**

City Attorney Cary Bovey highlighted changes to the proposed Ordinance including correcting 3.08 acres to 3.07 acres, replacing the word requests with parcels, and capitalizing the word tract.

Councilmember Barnes-Tilley asked if the cul-de-sac in this District exceeds the length permitted by Ordinance.

Development Services Director Julie Fulgham explained that the cul-de-sac is longer than six-hundred (600) feet, but no longer than the eight-hundred (800) feet allowed with special typography. She reiterated that PD Districts permit exceptions and recommended approval due to the number of homes in the cul-de-sac and the Fire Department’s approval of the layout. She clarified that length specifications protect evacuation measures by preventing the construction of too many homes in a dead-end area. Fulgham further explained that the creek limits layout options and Stylecraft cannot deviate from the layout they presented.

Councilmember Barnes-Tilley expressed her concern that cul-de-sac requests were denied in other areas and approved in a PD District, noting that individuals previously denied may present their request again.

Fulgham differentiated PD Districts from existing developments, explaining that PD Districts provide comprehensive plans up-front that require developers to offer desirable trade-offs while adhering to the spirit of the appendices and Fire Code.

City Manager Terry Roberts clarified that availability for a PD District in an existing development is limited in comparison to an open tract.

Councilmember Goss expressed concern that the Planning and Zoning Commission denied a developer's preliminary request due to Ordinance standards involving cul-de-sac length and traffic.

Fulgham specified that the PD District Ordinance did not exist when that request was denied so trade-offs were not an option at that time. Fulgham stated that Stylecraft requested relaxed standards in return for surpassing multiple expectations and other developers may request a PD District for trade-off options that uphold the health and safety in the development.

Councilmember Herring asked if that developer could request approval for his plan again.

Fulgham acknowledged that she discussed options with that particular developer and assured Council that PD Districts allow for acceptable deviation in order to gain desirable trade-offs. Fulgham explained that staff consider criteria, the spirit of the Ordinance, the Health and Safety Code and not cost.

Councilmember Barnes-Tilley expressed her apprehension with the inconsistency related to cul-de-sac approvals.

Mayor Pro Tem Nix asked if Fire Chief Ricky Boeker felt comfortable with the layout and street width.

Boeker explained that the Fire Marshall's office thoroughly reviewed all dimensions and approved the plan.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve an Ordinance on Its First Reading Amending Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Texas; Amending the Official Zoning Map to Change the Zoning from a Residential Single Family (R-1) District to Establish a Planned Development (PD) District for Single-Family Residential Uses on Approximately 57.32 Acres and Generally Bounded by East Stone Street to the North, South Blue Bell Road to the East and Gun and Rod Road to the South as well as to Change the Zoning from a Residential Single Family (R-1) District to a Local Business/Residential Mixed Use (B-1) District on Approximately 3.07 Acres Located at the Southwest Corner of East Stone Street and South Blue Bell Road with Both Parcels Being a Part of Tract 191 Out of the James Walker Survey in Brenham, Texas.

Mayor Tate called for a vote. The motion passed 5-2 with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Mary E. Barnes-Tilley	No
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	No
Councilmember Keith Herring	Yes
Councilmember Weldon Williams	Yes

11. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Connect with Paula regarding the TML Annual Conference.
- Construction will begin in a few days at the Highway 290 and Highway 36 intersection. After TxDOT completes the outer lanes, the intersection under the overpass will shut down for two (2) to three (3) weeks and traffic will be deferred to the Fireman's Training Center and Stringer Street.
- Traffic drove on both Highway 290 overpass lanes in July, the car count begins in October, and the semi-annual payments for reimbursement begin at the beginning of 2013.
- Regular Council meeting scheduled next Thursday, September 6, 2012 and the Planning and Zoning items discussed today will be on this upcoming agenda for a second reading.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 5

DATE OF MEETING: September 20, 2012	DATE SUBMITTED: September 17, 2012															
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☒ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☒ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☒ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Ordinance O-12-022 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2012 and Ending September 30, 2013																
SUMMARY STATEMENT: The Fiscal Year 2012-13 Proposed Budget has been developed in compliance with the Property Tax Code, Local Government Code and the City Charter. A property tax rate of \$0.5432 per \$100 valuation is necessary to fund the proposed budget, which is on the City's website, on file with the City Secretary, Washington County Clerk, and at the Nancy Carol Roberts Memorial Library.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Ordinance O-12-022 with Exhibit A																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve Ordinance O-12-022 on its second reading adopting the budget for fiscal year beginning October 1, 2012 and ending September 30, 2013.																
APPROVALS: Carolyn D. Miller																

ORDINANCE O-12-022

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF BRENHAM, TEXAS FOR THE FISCAL YEAR 2012-13; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas, has prepared a budget for the fiscal year October 1, 2012 through September 30, 2013 and has filed same with the City Secretary and has held public hearings on same, all after due notice as required by statute.

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 adopt the Budget for the City of Brenham, Texas, for the fiscal year October 1, 2012 through September 30, 2013 as shown in the attached Exhibit "A", which is incorporated herein as though copied herein verbatim.

SECTION II.

That authority is hereby given to the City Manager to approve transfers of portions of any item of appropriation within the same department and transfers from one department to another department within the same fund.

SECTION III.

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

PASSED AND APPROVED on its first reading this the 17th day of September, 2012.

PASSED AND ADOPTED on its second reading this the 20th day of September, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Cary Bovey
City Attorney

	GENERAL FUND						DEBT	SPECIAL REVENUE FUNDS				CAPITAL PROJECT FUNDS		
	GENERAL	EMER MGMT	PUBLIC SAFETY	DONA- TIONS	EQUIP- MENT	STREET DRAINAGE		HOTEL/ MOTEL	HOTEL/ TAX COTY	CRIM LAW ENFORCE	COURTS TECH	AIRPORT CAPITAL	PARKS CAP IMPRO	290 PASS THRU
BEGINNING BALANCE	\$3,477,336	\$10,286	\$9,681	\$248,403	\$0	\$1,166,500	\$219,002	\$181,326	\$24,945	\$38,434	\$128,090	\$0	\$25,171	\$437,708
REVENUES														
AD VALOREM TAX	3,493,831						2,071,500							
SALES TAX	4,491,582													
FRANCHISE TAX	2,650,046													
OTHER TAX	375,000							435,000	75,000					
LICENSES AND PERMITS	70,150													
INTERGOVERNMENTAL (1)	435,055						250,000							
CHARGES FOR SERVICES	285,970										51,900			
FINES AND FORFEITURES	863,255													
INVESTMENT EARNINGS	2,400					200	20,132	30		45				400
CONTRIBUTIONS AND DONATIONS	0	1,000		48,160										
MISCELLANEOUS REVENUE	340,097									5,000				
TRANSFERS IN	3,376,795				445,800		614,483							
DEBT/LEASE PROCEEDS														
TOTAL OPERATING RESOURCES	\$16,384,181	\$1,000	\$0	\$48,160	\$445,800	\$200	\$2,956,115	\$435,030	\$75,000	\$5,045	\$51,900	\$0	\$0	\$400
DEPARTMENT EXPENDITURES														
RECREATION	156,169													
AQUATIC CENTER	679,144													
PARKS (1)	1,301,931													
LIBRARY (1)	427,541													
ADMINISTRATION	1,042,431													
DEVELOPMENT SERVICES	323,047													
HUMAN RESOURCES	189,902													
MAIN STREET	134,227													
MAINTENANCE	689,122													
FINANCE	910,441													
PURCHASING/WAREHOUSE	264,139													
INFORMATION TECHNOLOGY (1)	620,874													
MUNICIPAL COURT	372,888													
PUBLIC WORKS	231,616													
ANIMAL SHELTER/CONTROL (1)	306,438													
STREETS	1,430,750													
AIRPORT	122,569													
COMMUNICATIONS	1,229,138													
POLICE (1)	3,633,788													
FIRE (1)	1,476,677													
HOTEL/MOTEL								403,284	98,000					
EQUIPMENT					445,800									
STREETS AND DRAINAGE						1,166,700								
EMERGENCY MANAGMENT		9,000												
POLICE TRAINING			9,681											
CRIMINAL LAW ENFORCEMENT										1,188				
DONATIONS				72,500										
COURTS TECHNOLOGY/SECURITY											23,700			
PARKS SPECIAL REVENUE														
US 290 PASS THRU FINANCE														424,140
AIRPORT														
BCDC														
BCDC CAPITAL PROJECT														
UTILITY CUSTOMER SERVICE														
PUBLIC UTILITIES														
ELECTRIC														
GAS														
WATER TREATMENT														
WATER CONSTRUCTION														
WATER BOND PROJECTS														
AMR METERS														
WASTEWATER CONSTRUCTION														
WASTEWATER TREATMENT														
TRANSFER STATION														
COLLECTION STATION														
RECYCLING CENTER														
COLLECTION														
WORKERS' COMPENSATION														
MEDICAL INSURANCE														
CENTRAL FLEET														
SUBTOTAL DEPARTMENT	15,542,832	9,000	9,681	72,500	445,800	1,166,700	0	403,284	98,000	1,188	23,700	0	0	424,140
OTHER EXPENDITURES														
SOURCE COST														
FRANCHISE TAX														
DEBT SERVICE							2,993,979							
NON-DEPT AND MISC	351,392													
SUBTOTAL OTHER	351,392	0	0	0	0	0	2,993,979	0	0	0	0	0	0	0
TRANSFERS OUT	489,957							50,000			18,000			
TOTAL EXPENDITURES	\$16,384,181	\$9,000	\$9,681	\$72,500	\$445,800	\$1,166,700	\$2,993,979	\$453,284	\$98,000	\$1,188	\$41,700	\$0	\$0	\$424,140
CHANGE IN FUND BALANCE	0	(8,000)	(9,681)	(24,340)	0	(1,166,500)	(37,864)	(18,254)	(23,000)	3,857	10,200	0	0	(423,740)
ENDING FUND BALANCE	\$3,477,336	\$2,286	\$0	\$224,063	\$0	\$0	\$181,138	\$163,072	\$1,945	\$42,291	\$138,290	\$0	\$25,171	\$13,968

(1) Intergovernmental includes inter-local agreements that are budgeted as contra-expenses in departments.

	COMPONENT UNIT		ENTERPRISE FUNDS					INTERNAL SERVICE FUNDS			TOTAL
	BCDC	CAP PROJ	ELECTRIC	GAS	WATER	WASTE- WATER	SANI- TATION	WORKER'S COMP	MEDICAL INS	CENTRAL FLEET	
BEGINNING BALANCE	\$945,721	\$0	\$6,659,910	\$937,603	\$2,533,616	\$670,044	\$817,756	\$273,438	\$1,854	\$0	\$18,806,824
REVENUES											
AD VALOREM TAX											5,565,331
SALES TAX	1,497,194										5,988,776
FRANCHISE TAX											2,650,046
OTHER TAX											885,000
LICENSES AND PERMITS											70,150
INTERGOVERNMENTAL (1)											685,055
CHARGES FOR SERVICES			26,097,000	2,468,923	4,528,026	3,797,779	3,366,004	136,910	2,535,515	256,825	43,524,852
FINES AND FORFEITURES											863,255
INVESTMENT EARNINGS	600			700	3,500	1,650	950	500			31,107
CONTRIBUTIONS AND DONATIONS											49,160
MISCELLANEOUS REVENUE											345,097
TRANSFERS IN			525,341								4,962,419
DEBT/LEASE PROCEEDS					983,640						983,640
TOTAL OPERATING RESOURCES	\$1,497,794	\$0	\$26,622,341	\$2,469,623	\$5,515,166	\$3,799,429	\$3,366,954	\$137,410	\$2,535,515	\$256,825	\$66,603,888
DEPARTMENT EXPENDITURES											
RECREATION											156,169
AQUATIC CENTER											679,144
PARKS (1)											1,301,931
LIBRARY (1)											427,541
ADMINISTRATION											1,042,431
DEVELOPMENT SERVICES											323,047
HUMAN RESOURCES											189,902
MAIN STREET											134,227
MAINTENANCE											689,122
FINANCE											910,441
PURCHASING/WAREHOUSE											264,139
INFORMATION TECHNOLOGY (1)											620,874
MUNICIPAL COURT											372,888
PUBLIC WORKS											231,616
ANIMAL SHELTER/CONTROL (1)											306,438
STREETS											1,430,750
AIRPORT											122,569
COMMUNICATIONS											1,229,138
POLICE (1)											3,633,788
FIRE (1)											1,476,677
HOTEL/MOTEL											501,284
EQUIPMENT											445,800
STREETS AND DRAINAGE											1,166,700
EMERGENCY MANAGEMENT											9,000
POLICE TRAINING											9,681
CRIMINAL LAW ENFORCEMENT											1,188
DONATIONS											72,500
COURTS TECHNOLOGY/SECURITY											23,700
PARKS SPECIAL REVENUE											0
US 290 PASS THRU FINANCE											424,140
AIRPORT											0
BCDC	754,468										754,468
BCDC CAPITAL PROJECT											0
UTILITY CUSTOMER SERVICE			506,632								506,632
PUBLIC UTILITIES			692,113								692,113
ELECTRIC			2,220,798								2,220,798
GAS				511,233							511,233
WATER TREATMENT					1,165,010						1,165,010
WATER CONSTRUCTION					997,848						997,848
WATER BOND PROJECTS					672,177						672,177
AMR METERS					700,000	350,000					1,050,000
WASTEWATER CONSTRUCTION						590,740					590,740
WASTEWATER TREATMENT						1,019,628					1,019,628
TRANSFER STATION							641,712				641,712
COLLECTION STATION							437,433				437,433
RECYCLING CENTER							189,320				189,320
COLLECTION							1,578,411				1,578,411
WORKERS' COMPENSATION								101,750			101,750
MEDICAL INSURANCE									2,408,356		2,408,356
CENTRAL FLEET										66,614	66,614
SUBTOTAL DEPARTMENT	754,468	0	3,419,544	511,233	3,535,035	1,960,368	2,846,876	101,750	2,408,356	66,614	33,801,068
OTHER EXPENDITURES											
SOURCE COST			19,447,821	1,201,142	265,650						20,914,613
FRANCHISE TAX			1,784,889	171,901	304,058	258,726	59,050				2,578,624
DEBT SERVICE			9,564	5,533	1,089,624	1,177,640	3,550				5,279,890
NON-DEPT AND MISC			72,400		12,818	15,000	4,500				456,110
SUBTOTAL OTHER	0	0	21,314,674	1,378,576	1,672,150	1,451,366	67,100	0	0	0	29,229,237
TRANSFERS OUT	743,326		1,773,744	517,681	494,793	489,601	385,317				4,962,419
TOTAL EXPENDITURES	\$1,497,794	\$0	\$26,507,962	\$2,407,490	\$5,701,978	\$3,901,335	\$3,299,293	\$101,750	\$2,408,356	\$66,614	\$67,992,724
CHANGE IN FUND BALANCE	0	0	114,379	62,133	(186,812)	(101,906)	67,661	35,660	127,160	190,211	(1,388,836)
ENDING FUND BALANCE	\$945,721	\$0	\$6,774,289	\$999,736	\$2,346,804	\$568,138	\$885,417	\$309,098	\$129,014	\$190,211	\$17,417,988



AGENDA ITEM 6

DATE OF MEETING: September 20, 2012	DATE SUBMITTED: September 17, 2012															
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☒ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☒ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☒ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Ordinance O-12-023 on Its Second Reading Levying Taxes for the Tax Year 2012 for the City of Brenham at \$0.5432 per \$100 Valuation																
SUMMARY STATEMENT: The FY20112-13 Proposed Budget includes a tax rate of \$0.5432 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.5432 will allocate \$0.3420 to the General Fund for M&O expenditures and the balance of \$0.2012 will be allocated to the Debt Service Fund for principal and interest obligations. The proposed tax rate of \$0.5432 is above the effective rate of \$0.5362, but below the rollback rate of \$0.5706. The City has complied with all of the notices, publications, and public hearings as required by the Tax Code. The Tax Code does specify that the motion to adopt the tax rate be made in the following form: “I move that property taxes be increased by the adoption of a tax rate of \$0.5432 per \$100 valuation, which is effectively a 1.31% increase in the tax rate.” COUNCIL MUST TAKE A RECORD VOTE ON THIS ITEM																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):																
A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Ordinance O-12-023																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Move that property taxes be increased by the adoption of a tax rate of \$0.5432 per \$100 valuation, which is effectively a 1.31% increase in the tax rate.																
APPROVALS: Carolyn D. Miller																

ORDINANCE O-12-023

AN ORDINANCE LEVYING TAXES FOR THE TAX YEAR 2012 FOR THE CITY OF BRENHAM, TEXAS AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

That there be and is hereby levied an ad valorem tax of \$0.3420 on each one hundred dollars worth of property owned and situated within the City Limits of the City of Brenham, Texas, both real and personal and mixed, for General Fund maintenance and operating purposes for the Tax Year 2012.

SECTION II.

That there be and is hereby levied for the use of the City of Brenham, for the Tax Year 2012, an ad valorem tax of \$0.2012 on each one hundred dollars worth of real, personal and mixed property owned and situated in the City Limits of the City of Brenham, Texas, for the payment of principal and interest on all outstanding bonds and lease payments, not otherwise provided for, of the City of Brenham.

SECTION III.

Wherefore, the combined tax rate in accordance with V.T.C.A. Tax Code Section 26.05 shall be \$0.5432 on each one hundred dollars worth of real, personal, and mixed property of owned and situated within the City Limits of the City of Brenham, Texas.

SECTION IV.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION V.

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

PASSED AND APPROVED on its first reading this the 17th day of September, 2012.

PASSED AND ADOPTED on its second reading this the 20th day of September, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Cary Bovey
City Attorney



AGENDA ITEM 7

DATE OF MEETING: September 20, 2012	DATE SUBMITTED: September 17, 2012															
DEPT. OF ORIGIN: HR/Risk Management	SUBMITTED BY: Janie Mehrens															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, Animal Mortality and Theft and Workers' Compensation Coverage for the City of Brenham for Fiscal Year 2012-13 and Authorize the Mayor to Execute any Necessary Documentation																
SUMMARY STATEMENT: The renewal of all property and liability coverage for FY2013 is presented for council discussion and approval.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: All coverage provided by same vendor; substantial equity return of contributions for last several years. B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Memo; (2) Recommended Coverage Schedule; and (3) Coverage Declarations																
FUNDING SOURCE (Where Applicable): Sufficient funds have been budgeted in each departmental budget in the FY13 Budget to cover required contributions.																
RECOMMENDED ACTION: Approve renewal with Texas Municipal League Intergovernmental Risk Pool for general liability, law enforcement liability, public officials liability, mobile equipment, airport liability, property, auto liability and physical damage, crime, animal mortality and theft and workers' compensation coverage for the City of Brenham for Fiscal Year 2012-13 and authorize the Mayor to execute any necessary documentation.																
APPROVALS: Terry K. Roberts																



TO: MAYOR AND CITY COUNCIL

FROM: JANE MEHRENS

DATE: SEPTEMBER 17, 2012

SUBJECT: RENEWAL OF PROPERTY AND LIABILITY COVERAGE WITH
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

I am pleased to present the renewal of various property and liability coverages with Texas Municipal League Intergovernmental Risk Pool for FY 2013. This is one of the few renewals received which has had a significant decrease in cost while maintaining the same limits of liability and deductibles.

Several factors contributed to the changes in contribution amounts:

- o Aviation liability rates were reduced by 20%.
- o Overall liability rates increased by an average of 2.4%.
- o The City of Brenham added a significant number of members to the Citizens on Patrol program and added 4 persons to the sworn-but-not-paid reserves resulting in an increase of \$4,104 or 16.4%.
- o An increase in the Fund's Errors and Omissions Liability rate of 5.5% and the City's increase in the experience modifier added \$5,480 (16.4%) to that contribution.
- o The Workers' Compensation contribution was reduced by \$21,408 or 19.74% because of a 9% decrease in the experience modifier.
- o The total equity return was \$33,229, an increase of more than \$12,000 over FY12.

In addition pool members who pay the contribution annually will receive a 2% discount for FY13. This is a reduction from a 3% discount allowed in recent years because of declining returns on pool investments.

The reduction in base contributions before any equity return or early pay discounts is \$12,225 or 3.7%. After applying equity returns and discount the reduction in cost over FY 12 is \$20,687 or 6.9%

City of Brenham
Texas Municipal Intergovernmental Risk Pool Renewal
FY 2013 Liability/Property/Workers' Compensation Contributions
Limits/Deductibles

	2012-13 Limits	2011-12 Deductible	2011-12 Contribution	2012-13 CONTRIBUTION	Difference	Percent Change
General Liability	\$5M/\$10M	\$ 2,500	\$ 22,022	\$ 23,186	\$ 1,164	5.3%
Law Enforcement Liability	\$5M/\$10M	\$ 2,500	\$ 25,024	\$ 29,128	\$ 4,104	16.4%
Errors & Omissions Liability	\$5M/\$10M	\$ 2,500	\$ 40,848	\$ 46,328	\$ 5,480	13.4%
Automobile Liability	\$ 5,000,000	\$ -	\$ 24,588	\$ 23,955	\$ (633)	-2.6%
Automobile Physical Damage	ACV	\$ 500	\$ 35,283	\$ 34,958	\$ (325)	-0.9%
Aviation Liability	\$ 5,000,000	\$ -	\$ 3,321	\$ 2,657	\$ (664)	-20.0%
Real & Personal Property	\$ 54,039,350	\$ 2,500	\$ 54,669	\$ 53,924	\$ (745)	-1.4%
Mobile Equipment	\$ 3,932,437	\$ 1,000	\$ 15,137	\$ 15,112	\$ (25)	-0.2%
Boiler & Machinery	\$ 100,000	\$ 5,000	INCL	INCL		
Crime -Public Employee Dishonesty	\$ 50,000	\$ 1,000	\$ 1,649	\$ 1,521	\$ (128)	-7.8%
Crime - Forgery & Alteration	\$ 250,000	\$ 1,000	\$ 373	\$ 353	\$ (20)	-5.4%
Crime - Computer Fraud	\$ 1,000,000	\$ 10,000	\$ 337	\$ 322	\$ (15)	-4.5%
Animal Mortality and Theft (Canine Unit)	\$12,000/\$5,000 Med	\$ 0/\$50	\$ 1,150	\$ 2,140	\$ 990	86.1%
Workers' Compensation	Statutory	None	\$ 108,457	\$ 87,049	\$ (21,408)	-19.7%
Total			\$ 332,858	\$ 320,633	\$ (12,225)	-3.7%

Equity Return on FY 12 Contributions*	\$ (21,194)	\$ (33,229)	\$ (12,035)	56.8%
2% Early Pay Discount (3% in FY12)	\$ (9,986)	\$ (6,413)	\$ 3,573	-35.8%
Total Estimated FY13 Contribution	\$ 301,678	\$ 280,991	\$ (20,687)	-6.9%

***Equity Returns**

Liability	15,633
Property	11,360
Worker's Comp	6,236
\$	33,229

Entity Name Brenham
Entity ID 2777
Contract Type / ID . . LIAB / 11 10-01-12 to 10-01-13

LIABILITY DECLARATIONS OF COVERAGE

GENERAL LIABILITY

Limits of Liability	: \$ 5,000,000	Each Occurrence
Sudden Events		
Involving Pollution	: \$ 2,000,000	Each Occurrence
	: \$ 10,000,000	Annual Aggregate
Deductible	: \$ 2,500	Each Occurrence
Annual Contribution	: \$ 23,186	Effective : 10-01-12
Billable Contribution	: \$ 23,186	Anniversary: 10-01-13

LAW ENFORCEMENT LIABILITY

Limits of Liability	: \$ 5,000,000	Each Occurrence
	: \$ 10,000,000	Annual Aggregate
Deductible	: \$ 2,500	Each Occurrence
Annual Contribution	: \$ 29,128	Effective : 10-01-12
Billable Contribution	: \$ 29,128	Anniversary: 10-01-13

ERRORS & OMISSIONS LIABILITY

Limits of Liability	: \$ 5,000,000	Each Wrongful Act
	: \$ 10,000,000	Annual Aggregate
Deductible	: \$ 2,500	Deductible Each Wrongful Act
Annual Contribution	: \$ 46,328	Effective : 10-01-12
Billable Contribution	: \$ 46,328	Anniversary: 10-01-13

TOTAL CONTRIBUTION

Total Billable Contribution	: \$ 98,642	Contract Effective : 10-01-12
		Contract Anniversary: 10-01-13

Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

AMATTRE	Texas Municipal League Intergovernmental Risk Pool 9-06-12 10:46:00	L201 3-11-04
---------	--	-----------------

Entity Name Brenham
 Entity ID 2777
 Contract Type / ID . . LIAB / 11 10-01-12 to 10-01-13

AUTOMOBILE DECLARATIONS OF COVERAGE

AUTOMOBILE LIABILITY

Limit of Liability	: \$	5,000,000	Each Occurrence
Medical Payments Limit	: \$	25,000	Each Person
Deductible	: \$	0	Each Occurrence
Annual Contribution	: \$	23,955	Effective : 10-01-12
Billable Contribution	: \$	23,955	Anniversary: 10-01-13

AUTOMOBILE PHYSICAL DAMAGE

Limit of Coverage	: Per Schedule and Endorsements	
Deductibles	: \$	500 Each Vehicle
	: \$	10,000 *Each Occurrence
Annual Contribution	: \$	34,958 Effective : 10-01-12
Billable Contribution	: \$	34,958 Anniversary: 10-01-13

AUTOMOBILE CATASTROPHE

* * * * Coverage Not Selected * * * *

TOTAL CONTRIBUTION

Total Billable Contribution : \$	58,913	Contract Effective: 10-01-12
		Contract Anniversary: 10-01-13

Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

* Automobile Physical Damage Each Occurrence Deductible does not apply to hail.

Name of Airport: Brenham Municipal Airport

Deductible: \$0 Each Occurrence

Deductible: \$0 Each Occurrence

Deductible: \$2,500 Each Aircraft

Deductible: Each Occurrence

Total Contribution Due	\$2,657
-------------------------------	----------------

A401
Rev. 6/18/09

PROPERTY DECLARATIONS OF COVERAGE

2012-2013 Fund Year

Member: Brenham

Member ID: 2777



Coverages Elected:	☒ Real and Personal Property	☒ Crime
	☒ Boiler and Machinery	☒ Animal Mortality
	☒ Mobile Equipment	

<i>Real and Personal Property</i>		Effective Date: 10/01/12	Anniversary Date: 10/01/13
Limit:	\$54,039,350	Deductible:	\$2,500
Coverage Basis:	Special Form	Flood and Earthquake	
Valuation Basis:	Replacement Cost	Deductible:	\$25,000
Transit Limit:	\$1,000,000		
Coverage Extensions:	As Scheduled		
Fine Arts:	Not Included		
Flood and Earthquake:	Included	Annual Contribution:	\$53,924
		Pro Rata Due:	\$53,924
<i>Boiler and Machinery</i>		Effective Date: 10/01/12	Anniversary Date: 10/01/13
Per Accident Limit:	\$100,000	Deductible:	\$5,000
Valuation Basis:	Replacement Cost	Annual Contribution:	Included
		Pro Rata Due:	Included
<i>Mobile Equipment</i>		Effective Date: 10/01/12	Anniversary Date: 10/01/13
Limit:	\$3,932,437	Deductible:	\$1,000
Reporting Basis:	Scheduled		
Valuation Basis:	Replacement Cost	Annual Contribution:	\$15,112
		Pro Rata Due:	\$15,112

PROPERTY DECLARATIONS OF COVERAGE
2012-2013 Fund Year

Member: Brenham

Member ID: 2777



Crime

Public Employee Dishonesty

Effective Date: 10/01/12

Anniversary Date: 10/01/13

Limit: \$50,000

Deductible: \$1,000

Coverage Basis: Per Employee

Annual Contribution: \$1,521

Pro Rata Due: \$1,521

Forgery or Alteration

Effective Date: 10/01/12

Anniversary Date: 10/01/13

Limit: \$250,000

Deductible: \$1,000

Coverage Basis: Per Occurrence

Annual Contribution: \$353

Pro Rata Due: \$353

Computer Fraud

Effective Date: 10/01/12

Anniversary Date: 10/01/13

Limit: \$1,000,000

Deductible: \$10,000

Coverage Basis: Per Occurrence

Annual Contribution: \$322

Pro Rata Due: \$322

Animal Mortality and Theft

Effective Date: 10/01/12

Anniversary Date: 10/01/13

Animal Mortality and Theft

Limit: As Scheduled

Deductible: \$0

Annual Contribution: \$2,140

Pro Rata Due: \$2,140

Optional Coverages:

Loss of Use As Scheduled

Canine Veterinary Fee As Scheduled

Surgical As Scheduled

Total All Elected Property Coverages:

Annual Contribution: \$73,372

Pro Rata Due: \$73,372

Coverage is continuous until cancelled. Annual contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

Workers' Compensation Declarations Page 2012-2013 Fund Year

Member Name: Brenham
Member ID: 2777
Fed ID No: 746000404
Effective Date: 10/01/2012
Anniversary Date: 10/01/2013



Workers' Compensation Coverage: This agreement applies to the Workers' Compensation laws of the State of Texas.

Coverage will be provided in accordance with the signed Workers' Compensation Interlocal Agreement on file with the Texas Municipal League Intergovernmental Risk Pool.

This contract includes these forms and schedules:

- W102-Workers' Compensation Payroll Schedule
- W133-Volunteer Endorsement to Interlocal Agreement
- E107-Waiver of Subrogation

The contribution has been determined according to the Pool's manual of rules, classifications, rates and rating plans. Classifications and payrolls are subject to verification and change at audit.

Net Estimated Contribution: \$87,049



AGENDA ITEM 8

DATE OF MEETING: September 20, 2012	DATE SUBMITTED: September 13, 2012
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Kim Hodde
MEETING TYPE: CLASSIFICATION: ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING
☐ SPECIAL	☐ CONSENT
☐ EXECUTIVE SESSION	☒ REGULAR
	☐ WORK SESSION
☐ 1ST READING	
☐ 2ND READING	
☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M317BRENM with TxDOT for Fiscal Year 2012-13 and Authorize the Mayor to Execute any Necessary Documentation	
SUMMARY STATEMENT: Included on the Agenda for Thursday's Council meeting is consideration of a grant agreement with TxDOT for participation in the Routine Airport Maintenance Program (RAMP) for September 1, 2012 through August 31, 2013. As in the prior years, this agreement allows us to be reimbursed for 50% of the cost of our monthly AWOS monitoring (AviMet Data Link connection fees and continued scheduled maintenance), annual AWOS Maintenance Contract, as well as 50% of our replacement lamps for the airport lighting system, herbicides, general maintenance, and a contingency for emergency repairs. Wildlife is beginning to be a real problem on the runway, so we have started the process of constructing a game proof fence around the airport. We have budgeted funds of \$50,000 and with TxDOT's match of \$50,000, this will enable us to do \$100,000 worth of maintenance and fencing at half the cost.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):	
A. PROS: 50% of the routine maintenance items up to \$100,000 would be reimbursed by TxDOT. B. CONS: The City of Brenham would pay 100% of all maintenance costs.	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) 2013 RAMP agreement	
FUNDING SOURCE (Where Applicable): Budgeted funds	
RECOMMENDED ACTION: Approve the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M317BRENM with TxDOT for fiscal year 2012-13 and authorize the Mayor to execute any necessary documentation.	
APPROVALS: Doug Baker	

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

**TxDOT Project No.: AM 2013BRENM
TxDOT CSJ No.: M317BRENM**

Part I - Identification of the Project

TO: The City of Brenham, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Brenham, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Brenham Municipal Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2013, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
 - i. an Airport Fund shall be established by resolution, order or ordinance in the

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
 - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
- 2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
 - 3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
- 4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
 - 5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
 - 6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Brenham, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The City of Brenham, Texas

Sponsor

Witness Signature

Sponsor Signature Milton Y. Tate, Jr.

Witness Title

Sponsor Title Mayor

Certificate of Attorney

I, Cary L. Bovey, acting as attorney for the City of Brenham, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at Brenham, Texas, this _____ day of _____, 2012.

Witness Signature

Attorney's Signature

Witness Title

Acceptance of the State

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

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

**Attachment A
Scope of Services
TxDOT CSJ No.: M317BRENM**

Eligible Scope Items	Estimated Costs	State Share	Sponsor Share
	Amount A	Amount B	Amount C
GENERAL MAINTENANCE	\$95,560.00	\$47,780.00	\$47,780.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
MISC - AWOS NADIN Fee	\$720.00	\$360.00	\$360.00
MISC - AWOS Maintenance	\$3,720.00	\$1,860.00	\$1,860.00
Total	\$100,000.00	\$50,000.00	\$50,000.00

Accepted by: The City of Brenham, Texas

Signature

Title: Mayor

Date: _____

Notes: (explanations of any specifications or variances as needed for above scope items) _____

MISCELLANEOUS: TxDOT to contract for AWOS maintenance, Sponsor to contract for AWOS AviMet Data Link, AWOS repairs/parts replacement.

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, buildings, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M317BRENM

The City of Brenham does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Brenham, Texas
(Sponsor)

By: _____
Carolyn D. Miller

Title: Chief Financial Officer

Date: _____

State of Texas Single Audit Requirements

I, Kim Hodde, do certify that the City of Brenham will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the City of Brenham spends or receives more than \$500,000 in any funding sources during this fiscal year. And in following those requirements, the City of Brenham will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold of \$500,000.00 in grant expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Administrative Assistant

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M317BRENM

The City of Brenham designates, Kim Hodde, Administrative Assistant
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Brenham, Texas
(Sponsor)

By: Mayor

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: P.O. Box 1059

Brenham, Texas 77834-1059

Overnight Mailing Address: 200 W. Vulcan Street

Brenham, Texas 77833

Telephone/Fax Number: (979) 337-7212

(979) 337-7218 - fax

Email address: khodde@cityofbrenham.org



AGENDA ITEM 9

DATE OF MEETING: September 20, 2012	DATE SUBMITTED: September 14, 2012
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jennifer Salsgiver
MEETING TYPE: CLASSIFICATION: ORDINANCE: ☒ REGULAR ☐ PUBLIC HEARING ☒ 1ST READING ☐ SPECIAL ☐ CONSENT ☐ 2ND READING ☐ EXECUTIVE SESSION ☒ REGULAR ☐ RESOLUTION ☐ WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Ordinance O-12-010 Relating to a Non-Exclusive Franchise Granted to A&K Waste Removal, Inc. to Operate a Roll-off Container Service for Residents, Businesses and Industries Inside Brenham City Limits	
SUMMARY STATEMENT: On May 17, 2012 Council approved an Ordinance on its second reading granting A&K Waste Removal, Inc. a non-exclusive franchise to collect demolition/construction debris and or solid waste from commercial residential, and industrial sites using roll-off containers and/or commercial compactors. On July 5, 2012, A&K Waste Removal, Inc. owner Alice Shaffer notified the City of Brenham that Texas Disposal Systems, Inc. bought her company. Therefore, staff recommends that Council repeal Ordinance O-12-010 which granted A&K Waste Removal , Inc. authority to operate a roll-off container service for residents, businesses, and industries inside city limits.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Letter from Texas Disposal Systems; and (2) Ordinance on its first reading that repeals Ordinance O-12-010	
FUNDING SOURCE (Where Applicable): N/A	
RECOMMENDED ACTION: Approve an Ordinance on its first reading to repeal Ordinance O-12-010 relating to a non-exclusive franchise granted to A&K Waste Removal, Inc. to operate a roll-off container service for residents, businesses and industries inside Brenham city limits.	
APPROVALS: Terry K. Roberts	

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, REPEALING ORDINANCE O-12-010 RELATING TO A NON-EXCLUSIVE FRANCHISE WITH A&K WASTE REMOVAL, INC. TO OPERATE A ROLL-OFF CONTAINER SERVICE FOR RESIDENTS, BUSINESSES AND INDUSTRIES INSIDE BRENHAM CITY LIMITS; AND ORDAINING OTHER RELATED MATTERS:

WHEREAS, the City of Brenham, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of CITY and for the collection and disposal of solid waste generated from within the corporate limits of he City of Brenham; and

WHEREAS, on May 17, 2012, the City Council passed Ordinance O-12-010, on second and final reading, granting a solid waste franchise to A&K WASTE REMOVAL, INC.; and

WHEREAS, on July 5, 2012, the City became aware that A&K WASTE REMOVAL, INC. was sold to Texas Disposal Systems, Inc. after the date of final passage of Ordinance O-12-010;

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

I.

Ordinance O-12-010 is hereby repealed and rescinded in its entirety.

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

PASSED and APPROVED on its second reading this the 4th day of October, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



TEXAS DISPOSAL SYSTEMS

TEXAS DISPOSAL SYSTEMS, INC. • TEXAS DISPOSAL SYSTEMS LANDFILL, INC.

P.O. BOX 17126
AUSTIN, TEXAS 78760-7126
512-421-1300
512-243-4123 (FAX)
www.texasdisposal.com

August 21, 2012

Mr. Milton Y Tate, Jr, Mayor & City Council
City of Brenham, TX
PO Box 1059
Brenham, TX 77834

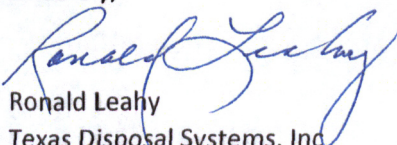
Subject: Non- exclusive franchise for roll-off service within the corporate limits of
Brenham, TX

On June 1, 2012 Texas Disposal System, Inc. purchased A&K Waste Removal, Inc., Sealy,
Texas and Complete Container Service, Inc., La Grange, TX.

Texas Disposal Systems, Inc. (TDS) would like to request a non-exclusive franchise to
operate within the city limits of Brenham, TX for roll-off service. We have submitted
our rates for these services and a certificate of insurance as required.

Thank you for your consideration.

Sincerely,


Ronald Leahy
Texas Disposal Systems, Inc.
Austin, TX



AGENDA ITEM 10

DATE OF MEETING: September 20, 2012	DATE SUBMITTED: September 14, 2012
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jennifer Salsgiver
MEETING TYPE: CLASSIFICATION: ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING
☐ SPECIAL	☐ CONSENT
☐ EXECUTIVE SESSION	☒ REGULAR
	☐ WORK SESSION
☒ 1ST READING	
☐ 2ND READING	
☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Non-Exclusive Franchise to Texas Disposal System to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits	
SUMMARY STATEMENT: Texas Disposal System, Inc. bought out A&K Waste Removal, Inc. This Ordinance grants Texas Disposal System a non-exclusive franchise for the privilege and use of public streets, alleys, and public ways within the corporate limits of the city. This ordinance provides Texas Disposal System authority to collect demolition/construction debris and or solid waste from commercial, residential, and industrial sites using roll-off containers and/or commercial compactors. A non-exclusive franchise fee of 5% gross revenue will be paid to the City of Brenham. The term of this agreement shall be for a period of one hundred, eighty (180) days. There will be several changes to the sanitation franchise ordinance in the coming months; therefore, Texas Disposal Systems was given a shorter term under the old ordinance to provide an avenue for the new/revised ordinance to apply to them.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):	
A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Ordinance on its first reading granting Texas Disposal System a non-exclusive franchise	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: Approve an Ordinance on its first reading granting a non-exclusive franchise to Texas Disposal System to operate a roll-off container service for residents, businesses, and industries inside Brenham city limits.	
APPROVALS: Terry K. Roberts	

ORDINANCE _____

AN ORDINANCE GRANTING TEXAS DISPOSAL SYSTEMS, INC. ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF BRENHAM FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING SOLID WASTE FROM COMMERCIAL, RESIDENTIAL AND INDUSTRIAL SITES USING ROLL-OFF CONTAINERS AND/OR COMMERCIAL COMPACTORS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES AND FOR PARTIAL INVALIDITY.

WHEREAS, the City of Brenham, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of CITY and for the collection and disposal of solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection and disposal of certain solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham hereinafter referred to as “CITY” desires to grant this franchise to TEXAS DISPOSAL SYSTEMS, INC., under the terms of this Agreement as set out below.

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

I. DEFINITIONS

1. Agreement. This contract between the City of Brenham and TEXAS DISPOSAL SYSTEMS, Inc. for provision of certain roll-off container and/or commercial compactor service within Brenham under certain terms and conditions set out herein.

2. City of Brenham. Also referred to as "CITY" in this Agreement.
3. City Council. Also referred to as "COUNCIL" denoting the governing body of the City of Brenham.
4. Customers. Those industrial, residential, and/or commercial premises located within the CITY that generates solid waste requiring collection using roll-off containers and/or commercial compactors.
5. Solid Waste. All putrescible and nonputrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes.
6. Roll-Off Containers. Also referred to as "CONTAINER". That type of solid waste industry container loaded by winch truck.
7. Commercial Compactor. Also referred to as "COMPACTOR". That type of solid waste industry container that is loaded by winch truck and compacts waste.
8. TEXAS DISPOSAL SYSTEMS, INC., Herein after referred to as "TEXAS DISPOSAL SYSTEMS, INC." The party contracting with CITY for roll-off container and/or commercial compactor service, which contains demolition/construction debris or solid waste.

II.

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED BY TEXAS DISPOSAL SYSTEMS, INC.

For and in consideration of the compliance by TEXAS DISPOSAL SYSTEMS, INC. with the covenants and conditions herein set forth, and the Charter, Ordinances and Regulations of the City governing the collection and disposal of solid waste, CITY hereby grants to TEXAS DISPOSAL SYSTEMS, INC. a non-exclusive franchise for use of designated public streets, alleys and thoroughfares within the corporate limits of City for the sole purpose of engaging in the business of collecting solid waste using roll-off containers and/or commercial compactors from commercial, residential and industrial sites within the jurisdictional limits of CITY, as approved by the Director of Public Utilities or his designee.

III.
AUTHORITY FOR TEXAS DISPOSAL SYSTEMS, INC.
TO PROVIDE SERVICE

CITY hereby grants to TEXAS DISPOSAL SYSTEMS, INC. the privilege to collect from commercial, residential, and industrial customers within the City limits solid waste using roll-off containers and/or commercial compactors only.

IV.
DISPOSAL SITE TO BE USED

Unless approved otherwise in writing by CITY, TEXAS DISPOSAL SYSTEMS, INC. shall utilize any Type I permitted landfill that TEXAS DISPOSAL SYSTEMS, INC. deems appropriate and authorized for disposal of all solid waste, which is collected by TEXAS DISPOSAL SYSTEMS, INC. from within the corporate limits of the City Of Brenham.

V.
RATES TO BE CHARGED BY
TEXAS DISPOSAL SYSTEMS, INC.

Attached hereto as Exhibit "A" and incorporated herein by reference is the Schedule of Rates which TEXAS DISPOSAL SYSTEMS, INC. shall charge for the aforementioned services, such Schedule of Rates may be revised periodically and must be submitted to and approved by the City Council upon each revision and will be attached to the original franchise agreement.

VI.
PAYMENTS TO CITY

For and in consideration of the use of designated streets, alleys, and thoroughfares as well as in consideration of the covenants and agreements contained herein, TEXAS DISPOSAL SYSTEMS, INC. agrees and shall pay to CITY upon acceptance of this Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of TEXAS DISPOSAL SYSTEMS, INC. monthly gross delivery and hauling revenues generated from TEXAS DISPOSAL SYSTEMS, INC. provision of solid waste roll-off container collection services within the CITY excluding landfill tipping charges. Any revenue received by TEXAS DISPOSAL SYSTEMS, INC. in excess of the landfill tipping charges will be subject to the franchise fee and shall be computed into TEXAS DISPOSAL SYSTEMS, INC. monthly gross delivery and hauling revenue. Said payment shall be paid monthly to the City of Brenham Attn: City Secretary Office and shall be due by the twentieth (20th) day of the month following the end of the previous month. Payments made after that date shall involve a ten percent (10%) penalty on the outstanding amount owed under this article of the Agreement.

Failure by TEXAS DISPOSAL SYSTEMS, INC. to pay amounts due under this Agreement, after written notice by CITY, may constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Article XIV of this Agreement (FAILURE TO PERFORM), and/or any other remedy available to the CITY in law or equity.

VII. ACCESS TO RECORDS & REPORTING

CITY shall have access TEXAS DISPOSAL SYSTEMS, INC. records, billing records of those customers served by TEXAS DISPOSAL SYSTEMS, INC. and all papers relating to this Agreement and the operation of solid waste roll-off container collection and disposal services within the CITY. Access by CITY to TEXAS DISPOSAL SYSTEMS, INC. records shall be provided to CITY upon reasonable notice to TEXAS DISPOSAL SYSTEMS, INC. during TEXAS DISPOSAL SYSTEMS, INC.'S normal business hours.

The following records and reports shall be filed quarterly with the City Secretary or his/her designee:

- A. Reports of the results of all complaints and investigations received and action taken by TEXAS DISPOSAL SYSTEMS, INC.
- B. A listing of all TEXAS DISPOSAL SYSTEMS, INC. accounts served and monthly revenue derived from roll-off containers placed in the CITY under the terms of this Agreement. The reports should include customer's name, address, frequency of pick-up, size of container and monthly charges.

VIII. PLACEMENT OF CONTAINERS

All roll-off containers and/or compactors placed for service within CITY shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall TEXAS DISPOSAL SYSTEMS, INC. place containers on public streets, alleys and/or thorough fares without the prior written approval of the CITY. CITY reserves the right to specify to TEXAS DISPOSAL SYSTEMS, INC. the exact location of any roll-off container(s) it places for service in CITY.

IX. CONTAINER MAINTENANCE

TEXAS DISPOSAL SYSTEMS, INC. agrees to properly maintain as necessary, including but not limited to cleaning and painting, all roll-off containers placed for service within CITY.

X.
COMPLAINTS REGARDING SERVICE/SPILLAGE

TEXAS DISPOSAL SYSTEMS, INC. shall receive and directly respond to any complaints pertaining to service from their roll-off containers and/or compactor customers located within CITY. However, any such complaints received by CITY shall be forwarded to TEXAS DISPOSAL SYSTEMS, INC. within twenty four (24) hours of their receipt by CITY. TEXAS DISPOSAL SYSTEMS, INC. shall respond to all complaints within twenty four (24) hours of receiving notice of such complaint from CITY and shall report to CITY as to the action taken. Failure by TEXAS DISPOSAL SYSTEMS, INC. to respond and report to CITY on action taken within this twenty four (24) hour period may subject TEXAS DISPOSAL SYSTEMS, INC. to a \$25.00 per incident charge from CITY payable with the next payment due to CITY under Article VI of this Agreement.

TEXAS DISPOSAL SYSTEMS, INC. agrees that during transport all vehicles used by TEXAS DISPOSAL SYSTEMS, INC. in the removal of solid waste shall be properly covered to prevent spillage, blowing, or scattering of refuse onto public streets or properties adjacent thereto. All equipment necessary for the performance of this Agreement shall be in good condition and repair. A standby vehicle shall always be available. TEXAS DISPOSAL SYSTEMS, INC.'S vehicles shall at all times be clearly marked with TEXAS DISPOSAL SYSTEMS, INC.'S name in letters not less than three (3) inches in height.

XI.
OBEISANCE OF LAWS

TEXAS DISPOSAL SYSTEMS, INC. agrees that it shall comply with all laws, policies, rules and regulations of the United States, State of Texas, and CITY OF BRENHAM. All collections made hereunder shall be made by TEXAS DISPOSAL SYSTEMS, INC. without unnecessary noise, disturbance, or commotion.

XII.
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY

It is understood by and between the parties that this Agreement executed by and between the parties on the 4th day of October, 2012, constitutes the only agreement between the parties. It is further understood and agreed that there are no other agreements between these parties with regard to the disposal of commercial, industrial or residential solid waste in the CITY using roll-off containers/compactors and that this Agreement does not authorize TEXAS DISPOSAL SYSTEMS, INC. to utilize the streets, alleys or public ways to dispose of commercial, industrial, or residential solid waste other than demolition and construction debris. Both parties agree and understand that nothing in this Agreement conveys to TEXAS DISPOSAL SYSTEMS, INC. an exclusive franchise for the services described in this Agreement and that this Agreement is non-exclusive.

XIII.
OWNERSHIP OF MATERIALS COLLECTED

Nothing herein shall create or be construed to convey any title to the City of Brenham of any solid waste collected pursuant to the provisions of this agreement.

XIV.
FAILURE TO PERFORM

It is expressly understood and agreed by the parties that if at any time TEXAS DISPOSAL SYSTEMS, INC. shall fail to perform any of the terms, covenants, or conditions herein set forth, CITY may after a hearing as described herein, revoke and cancel the Agreement by and between the parties and said Agreement shall be null and void. Upon the determination by the staff of CITY that a hearing should be held before the City Council, CITY shall mail notice of the hearing to TEXAS DISPOSAL SYSTEMS, INC., at the address designated herein or at such address as may be designated from time to time, by registered or certified mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council and TEXAS DISPOSAL SYSTEMS, INC. shall be allowed to present evidence and given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Agreement between the parties at no penalty to the CITY.

XV.
INDEMNIFICATION

In the event CITY is damaged due to the act, omission, mistake, fault or default of TEXAS DISPOSAL SYSTEMS, INC., then TEXAS DISPOSAL SYSTEMS, INC. shall indemnify and hold CITY harmless for such damage.

TEXAS DISPOSAL SYSTEMS, INC. is to indemnify and hold CITY harmless for any disposal of any prohibited material whether intentional or inadvertent.

TEXAS DISPOSAL SYSTEMS, INC. shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners caused by TEXAS DISPOSAL SYSTEMS, INC., its agents, employees, and representatives.

TEXAS DISPOSAL SYSTEMS, INC. agrees to and shall indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by TEXAS DISPOSAL SYSTEMS, INC. under this Agreement, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.

XVI. INSURANCE

TEXAS DISPOSAL SYSTEMS, INC. shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by TEXAS DISPOSAL SYSTEMS, INC., its agents, representatives, volunteers, employees or subcontractors.

TEXAS DISPOSAL SYSTEMS, INC.'S insurance coverage shall be primary insurance with respect to the CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be considered in excess of the TEXAS DISPOSAL SYSTEMS, INC.'S insurance and shall not contribute to it.

TEXAS DISPOSAL SYSTEMS, INC. shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Certificates of Insurance and endorsements shall be furnished to CITY and approved by CITY before work commences.

A. STANDARD INSURANCE POLICIES REQUIRED

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Worker's Compensation Policy

B. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

1. General Liability and Automobile Liability insurance shall be written by a carrier with a better rating in accordance with the current Best Key Rating Guide.
2. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
4. Claims Made Policies will not be accepted.
5. The City of Brenham, its officials, employees and volunteers are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.

6. A Waiver of Subrogation in favor of the City of Brenham with respect to the General Liability, Automobile Liability, and Workers' Compensation insurance must be included.
7. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Brenham.
8. Upon request, certified copies of all insurance policies shall be furnished to the City of Brenham.

C. COMMERCIAL GENERAL LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
2. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

D. AUTOMOBILE LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

E. WORKERS' COMPENSATION

1. Employer's Liability limits of \$500,000/\$500,000/ \$500,000 are required.

F. CERTIFICATES OF INSURANCE

1. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - a. The company is licensed and admitted to do business in the State of Texas.
 - b. The insurance set forth by the insurance company are underwritten on forms which have been approved by the Texas Department of Insurance or ISO.
 - c. Sets forth all endorsements as required above and insurance coverage's as previously set forth herein.

- d. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
- e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

XVII. ASSIGNMENT

This Agreement and the rights and obligations contained herein may not be assigned by TEXAS DISPOSAL SYSTEMS, INC. without the specific prior written approval of the City Council. Any assignment by TEXAS DISPOSAL SYSTEMS, INC. without prior written approval of the City Council shall be null and void.

XVIII. SAFETY

TEXAS DISPOSAL SYSTEMS, INC. shall perform the collection in accordance with applicable laws, codes, ordinances and regulations of the United States, State of Texas, Washington County, and City of Brenham and in compliance with OSHA and other laws as they apply to its employees. It is the intent of the parties that the safety precautions are a part of the collection techniques for which TEXAS DISPOSAL SYSTEMS, INC. is solely responsible. In the carrying on of the work herein provided for, TEXAS DISPOSAL SYSTEMS, INC. shall use all proper skill and care, and TEXAS DISPOSAL SYSTEMS, INC. shall exercise all due and proper precautions to prevent injury to any property, person or persons. TEXAS DISPOSAL SYSTEMS, INC. assumes responsibility and liability and hereby agrees to indemnify the City of Brenham from any liability caused by TEXAS DISPOSAL SYSTEMS, INC.'S failure to comply with applicable federal, state or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.

XIX. AD VALOREM TAXES

TEXAS DISPOSAL SYSTEMS, INC. agrees to render all personal property utilized in its solid waste operation services provided to Washington County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of CITY.

**XX.
NOTICES**

All notices required under the terms of this Agreement to be given by either party to the other shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

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

TEXAS DISPOSAL SYSTEMS, INC.
16401 FM 1155
Washington, Texas 77880

All notices shall be deemed to have been properly served only if sent by Registered or Certified Mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

**XXI.
AMENDMENTS**

It is hereby understood and agreed by the parties to this Agreement that no alternation or variation to the terms of this Agreement shall be made unless made in writing, approved by both parties, and attached to this Agreement to become a part hereof.

**XXII.
SEVERABILITY**

If any section, sentence, clause or paragraph of this Agreement is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of the Agreement.

**XXIII.
TERM OF AGREEMENT**

The term of this Agreement shall be for a period of one hundred, eighty (180) days beginning on the ____ day of _____, 20____, being the date of acceptance by TEXAS DISPOSAL SYSTEMS. This Agreement shall continue in full effect upon the expiration unless either party gives written notice by registered mail at least thirty (30) days prior to the expiration date. This section is not intended, nor shall this section be construed, to limit or prohibit a party's ability to terminate this Agreement as otherwise provided in this Agreement.

XXIV.
ACCEPTANCE OF AGREEMENT

That TEXAS DISPOSAL SYSTEMS, INC. shall have sixty (60) days from and after the final passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary, and upon such acceptance being filed, this Ordinance shall take effect and be in force from and after the date of its acceptance, and shall effectuate and make binding the agreement provided by the terms hereof.

XXV.
AUTHORIZATION TO EXECUTE

The parties signing this Agreement shall provide adequate proof of their authority to execute this Agreement. This Agreement shall inure to the benefit and is binding upon the parties hereto and their respective successors or assigns, but shall not be assignable by either party without the written consent of the other party.

XXVI.
PUBLIC HEARING

It is hereby found and determined that the meeting(s) at which this Ordinance was considered were open to the public, as required by Chapter 551, Texas Government Code, and that advance public notice of time, place, and purpose of said meetings was given in accordance with law.

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

PASSED and APPROVED on its second reading this 4th day of October, 2012.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

EXHIBIT “A”

Texas Disposal Systems, Inc - Austin, TX
Rate Schedule for City of Brenham, TX

Container <u>Size</u>	<u>Delivery</u>	Haul <u>Rate</u>
20 CY	150	460
30 CY	150	525
40 CY	150	625

5% City franchise fee will be added to above rates

FSC (Fuel surcharge) will be added to above rates

Over weight fee (over 10 tons) - \$40 per ton



AGENDA ITEM 11

DATE OF MEETING: September 20, 2012	DATE SUBMITTED: September 17, 2012															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☐ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☒ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☐ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☒ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☐ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☒ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Section 551.074 – Texas Government Code – Personnel Matters – Discuss and Consider City Manager’s Employment Agreement and Related Issues																
SUMMARY STATEMENT: Executive Session discussion. The City Manager will provide a memorandum on this topic prior to the Council meeting. It will not be a part of the regular packet.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: N/A																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Discussion only.																
APPROVALS: Milton Y. Tate, Jr.																



AGENDA ITEM 12

DATE OF MEETING: September 20, 2012	DATE SUBMITTED: September 17, 2012															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry K. Roberts															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☐ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☒ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☐ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☒ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☐ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☒ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Possible Acquisition of Real Estate for Future Municipal Improvements																
SUMMARY STATEMENT: Executive Session discussion.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: None.																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Discussion only.																
APPROVALS: Terry K. Roberts																



AGENDA ITEM 13

DATE OF MEETING: September 20, 2012	DATE SUBMITTED: September 17, 2012															
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Dane Rau															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☐ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☒ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☐ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☒ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☐ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☒ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Possible Acquisition of Real Property for Future City of Brenham Sanitation Department Operations																
SUMMARY STATEMENT: Executive Session discussion.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: None.																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Discussion only.																
APPROVALS: Terry K. Roberts																



AGENDA ITEM 14

DATE OF MEETING: September 20, 2012	DATE SUBMITTED: September 17, 2012															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon City Manager's Employment Agreement and Related Issues																
SUMMARY STATEMENT: As discussed in Executive Session.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: None.																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION:																
APPROVALS: Milton Y. Tate, Jr.																



AGENDA ITEM 15

DATE OF MEETING: September 20, 2012	DATE SUBMITTED: September 17, 2012															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry K. Roberts															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Acquisition of Real Estate for Future Municipal Improvements																
SUMMARY STATEMENT: As discussed in Executive Session.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: None.																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION:																
APPROVALS: Terry K. Roberts																



AGENDA ITEM 16

DATE OF MEETING: September 20, 2012	DATE SUBMITTED: September 17, 2012															
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Dane Rau															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Acquisition of Real Property for Future City of Brenham Sanitation Department Operations																
SUMMARY STATEMENT: As discussed in Executive Session.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: None.																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION:																
APPROVALS: Terry K. Roberts																