



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, SEPTEMBER 19, 2013 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Attorney Cary Bovey**
- 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 29, 2013 Special Council Meeting and September 5, 2013 Regular City Council Meeting** **Page 1-17**
- 4-b. Discuss and Possibly Act Upon Ordinance No. O-13-019 on Its Second Reading Approving an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning from a Residential Single Family (R-1) District to an Industrial Use (I) District on a 0.783 Acre Tract, Being a Portion of a Called 19.687 Acre Tract Out of the John Carrington Survey, Abstract No. 120, Addressed as 50 Kuhn Lane, and Located South of Salem Road Adjacent to the Mark Schulte Tract and the Burlington Northern Santa Fe Railroad in Brenham, Texas** **Page 18-19**

- 4-c. Discuss and Possibly Act Upon Ordinance No. O-13-020 on Its Second Reading Approving an Amendment to the Official Zoning Map of the City of Brenham 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 11.905 Acres Located North of the Intersection of South Blue Bell Road and Mustang Road, and Tract 251 Within the James Walker Survey in Brenham, Texas **Page 20-22**
- 4-d. Discuss and Possibly Act Upon Ordinance No. O-13-021 on Its Second Reading Approving a Text Amendment to Part II, Division 2, Section 6 (Industrial District), of Appendix A: Zoning of the City of Brenham's Code of Ordinances, Amending the List of Permitted Uses and Adding Uses Allowed with Specific Use Approval **Page 23-25**

WORK SESSION

5. Discussion and Presentation Regarding Amendments to the City of Brenham Sign Ordinance **Page 26-58**

REGULAR AGENDA

6. Discuss and Possibly Act Upon a Recommendation from the Main Street Board Asking for 2013 Swirl Net Revenue of \$12,250 Be Transferred to Downtown Donations Fund with \$10,000 to be Designated for Funding of Incentive Grant Policy **Page 59-62**
7. Discuss and Possibly Act Upon Ordinance No. O-13-022 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014 and Take Record Vote **Page 63-66**
8. Discuss and Possibly Act Upon Ordinance No. O-13-023 on Its Second Reading Levying Taxes for the Tax Year 2013 for the City of Brenham at \$0.5632 per \$100 Valuation and Take Record Vote **Page 67-69**
9. 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 2013-14 and Authorize the Mayor to Execute Any Necessary Documentation **Page 70-72**
10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule(s) of Small and Large Industrial Customers for the City of Brenham Electric Rates **Page 73-78**

11. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Natural Gas Rates **Page 79-100**
12. Discuss and Possibly Act Upon Bid No. B0039-025-00 for a Utility Line Extension Along State Highway 36 North and Burleson Street and Authorize the Mayor to Execute Any Necessary Documentation **Page 101-107**
13. Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M1417BRENM with TxDOT for Fiscal Year 2013-14 and Authorize the Mayor to Execute any Necessary Documentation **Page 108-121**
14. Discuss and Possibly Act Upon a Request for a Noise Variance for Relay for Life to be Held from 6:00 P.M., October 4, 2013 to 12:00 P.M., October 5, 2013 at Fireman's Park and Authorize the Mayor to Execute Any Necessary Documentation **Page 122-124**
15. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to the Operation of and Improvements to Linda Anderson Park and Authorize the Mayor to Execute Any Necessary Documentation **Page 125-131**
16. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Animal Control Services and Authorize the Mayor to Execute Any Necessary Documentation **Page 132-137**
17. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Animal Shelter Services and Authorize the Mayor to Execute Any Necessary Documentation **Page 138-143**
18. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Fire Protection and Rescue Services and Authorize the Mayor to Execute Any Necessary Documentation **Page 144-151**
19. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to the Jail Services and 9-1-1 Emergency Communication Services and Authorize the Mayor to Execute Any Necessary Documentation **Page 152-157**
20. Discuss and Possibly Act Upon an Exchange of Services Interlocal Agreement Between the City of Brenham and Washington County For the Comprehensive Exchange of Services and Authorize the Mayor to Execute Any Necessary Documentation **Page 158-175**

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 salutary 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.

21. 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 19, 2013 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on September 16, 2013 at **12:30 PM**.

Amanda Klehm

Deputy City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2013 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on August 29, 2013 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager Terry Roberts, Assistant City Manager Kyle Dannhaus, City Secretary Jeana Bellinger, Deputy City Secretary Amanda Klehm, Chief Financial Officer Carolyn Miller, Stacy Hardy, Kaci Konieczny, Deputy Fire Chief Alan Finke, Police Chief Rex Phelps, Public Works Director Dane Rau, Public Utilities Director Lowell Ogle, and Grant Lischka

Citizens present:

None

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 Barnes-Tilley**

PUBLIC HEARING

3. Proposed Tax Rate of \$0.5632 per \$100 Valuation for Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014

Chief Financial Officer Carolyn Miller presented this item. Miller handed out the corrected pages to the budget. Miller stated Council Budget Workshops were held during the week of July 17, 2013 to present the proposed FY2013-14 Budget. Miller explained last week, Staff inserted a few corrected pages due to the recent Recreation/Aquatics Superintendent vacancy and the reallocation of the IT Web Master.

Miller stated a property tax rate of \$0.5632 per \$100 valuation is proposed to fund the FY2013-14 Budget. Miller explained of this rate, \$0.3579 will be for maintenance and operations (M&O). Miller stated the balance of \$0.2053 is for debt service (interest and sinking or I&S). Miller explained based on the certified taxable values of \$1,080,568,292 the effective tax rate is \$0.5250 and the rollback rate is \$0.5665 per \$100 valuation for the 2013 Tax Year.

Miller explained in compliance with the Property Tax Code, a governing body must hold two public hearings to receive citizen comments on a proposed property tax rate. Miller stated the governing body may not adopt the tax rate at either of these hearings. Miller stated at each hearing, the governing body must announce the date, time, and place of the meeting at which it will vote on the tax rate.

There were no citizen comments.

Councilmember Herring read the following announcement as directed by Miller: The first reading of the Ordinance to adopt the tax rate will be during a Special Council meeting on Monday, September 16, 2013 at 1:00 p.m. The second reading of the Ordinance and adoption of the tax rate is scheduled for a Regular Council meeting on Thursday, September 19, 2013 at 1:00 p.m.

REGULAR AGENDA

4. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham to Provide for the Appointment of an Interim Member to the Brenham-Washington County Hotel Occupancy Tax Board

City Secretary Jeana Bellinger presented this item. Bellinger stated in the event of unexpected medical or personal emergency that could cause a member to be in violation of the Board's attendance requirements, the Ordinance will allow the Mayor to appoint an interim member to serve until such time as the incumbent can return to their position on the Board. Bellinger explained due to the responsibilities of the HOT Board, it makes it difficult for the Board to operate without all of its members present. Bellinger stated an interim member would have all the rights and responsibilities of an incumbent member.

Councilmember Herring questioned if the interim member would serve a full term. Bellinger explained no, they would serve until the member was able to notify the Board of their intentions in regards to their position on the Board.

Councilmember Barnes-Tilley suggested a time frame be considered in order to reappoint Board members. Barnes-Tilley suggested 3-6 month period and questioned the Board terms. Bellinger stated one member's term is up in December 2013 and she has replacements in mind for this position, while the other member is not up under December 2014. Bellinger stated the Board terms are two years. Bellinger is hoping to have one member's intentions for his position by March or April. Bellinger stated the Board currently has attendance requirements, but, in this case, the circumstances would have to extenuating and not just that the member does not want to serve anymore or is going on an extended vacation.

Councilmember Goss questioned at what point will the Board bring in an interim for medical leave. Bellinger stated the situation would need to be discussed and evaluated with the Board liaison to determine the circumstances of the leave. Bellinger stated the HOT Board meets every other month and one special meeting in June for funding. Bellinger explained this Ordinance is to cover in instances of extenuating circumstances, not for those who just don't want to show up to meetings. Bellinger stated she is currently left with two vacancies, which makes it difficult to ensure a quorum to continue conducting the Board's business.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve an Ordinance on its first reading amending Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham to provide for the appointment of an interim member to the Brenham-Washington County Hotel Occupancy Tax Board and including a six (6) month maximum interim appointment.

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

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

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on September 5, 2013 beginning at 10:00 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

Councilmember Mary E. Barnes-Tilley

Others present:

City Manager Terry Roberts, Assistant City Manager Kyle Dannhaus, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Amanda Klehm, Chief Financial Officer Carolyn Miller, Stacy Hardy, Kaci Konieczny, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Chris Jackson, Trey Gully, Seth Klehm, Debbie Northrup, Lance Weiss, Dant Lange, Kelvin Raven, Development Services Director Julie Fulgham, Kim Hodde, Public Works Director Dane Rau, Public Utilities Director Lowell Ogle, Gary Jeter, Kevin Boggus, Pam Ruemke, and Grant Lischka

Citizens present:

Lynnette Sheffield, Willy Dilworth, Perry Thomas, Bryan Morisak, and Frank Chandrech

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 – City Manager Terry Roberts**
- 3. 3-a. Service Recognitions**
 - Mayor Milton Tate – Administration – 10 years
 - Debbie Northrup – Police Department – 25 years

3-b. Awards

- Chris Jackson – Texas Community Services Officer of the Year

Chief Rex Phelps recognized Chris Jackson for receiving the Texas Community Services Officer of the Year award for the State of Texas. Phelps stated Jackson coordinates over 100 events yearly, oversees the COP program and the CPAA class, and does a great job. Jackson thanked all volunteers involved with Citizens on Patrol.

4. Proclamation

- Washington County Big Read – September 3 – October 15, 2013

The Washington County Big Read Proclamation was accepted by Lynn Nolte and other Big Read Representatives.

- Constitution Week – September 17-23, 2013

The Constitution Week Proclamation was accepted by Brian Morisak.

5. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

6. 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.

6-a. Minutes from the August 8, 2013 and August 15, 2013 City Council Meetings

6-b. Discuss and Possibly Act Upon Ordinance No. O-13-017 on Its Second Reading Amending the FY2012-13 Adopted Budget

A motion was made by Councilmember Ebel and seconded by Councilmember Williams to approve the Statutory Consent Agenda Item 4-a. minutes from the August 8, 2013 and August 15, 2013 City Council Meetings and Ordinance No. O-13-017 amending the FY2012-13 adopted budget Council Meeting.

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

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

PUBLIC HEARING

7. Public Hearing Concerning the Proposed Tax Rate of \$0.5632 per \$100 Valuation for Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014

Chief Financial Officer Carolyn Miller presented this item. Miller stated a governing body must hold two public hearings to receive citizen comments on a proposed tax rate. Miller stated the first public hearing to receive citizen comments on the proposed tax rate was held during a special Council meeting on August 29, 2013. Miller explained there were no citizen comments made on the proposed tax rate. Miller advised a property tax rate of \$0.5632 per \$100 valuation is proposed to fund the FY2013-14 Budget. Miller explained of this rate, \$0.3579 will be for maintenance and operations (M&O). Miller stated the balance of \$0.2053 is for debt service (interest and sinking or I&S). Miller explained based on the certified taxable values of \$1,080,568,292 the effective tax rate is \$0.5250 and the rollback rate is \$0.5665 per \$100 valuation for the 2013 Tax Year.

There were no citizen comments.

Miller explained at each hearing, the governing body must announce the date, time, and place of the meeting at which it will vote on the tax rate. Mayor Tate read the announcement:

The first reading of the Ordinance to adopt the tax rate will be during a Special Council meeting on Monday, September 16, 2013 at 1:00 p.m. The second reading of the Ordinance and adoption of the tax rate is scheduled for a Regular Council meeting on Thursday, September 19, 2013 at 1:00 p.m.

8. Public Hearing Concerning the Approval of an Amendment to the Official Zoning Map of the City of Brenham to Change the Zoning from a Residential Single Family (R-1) District to an Industrial Use (I) District on a 0.783 Acre Tract, Being a Portion of a Called 19.687 Acre Tract Out of the John Carrington Survey, Abstract No. 120, Addressed as 50 Kuhn Lane, and Located South of Salem Road Adjacent to the Mark Schulte Tract and the Burlington Northern Santa Fe Railroad in Brenham, Texas

Development Services Director Julie Fulgham presented this item. Fulgham explained this is a request by a prospective purchaser of this tract who owns land located at 301 South Salem Road and wishes to expand existing industrial uses to these 0.783 acres. Fulgham stated Staff recommends approving this requested zone change finding it conforms to the principles outlined in the Comprehensive Plan. Fulgham explained the Planning and Zoning Commission concurred with staff and recommended approval at their August 5th of 2013 Regular Meeting.

Citizen Perry Thomas stated 7 years ago the Council discussed zoning and the land he is selling to EDM needs the land more than he does, but he would like to know why the land is not categorized as general purpose land instead of either industrial or residential use. Thomas thinks the City should go to general purpose zoning to prepare for the future.

Councilmember Goss questioned if the property has to have zone ratings for tax purposes. Fulgham stated the appraisal district uses codes that are not the same as zoning ratings, which doesn't play a part in the tax rate. Willy Dilworth stated the use of land determines the tax rates.

9. Public Hearing Concerning the Approval of an Amendment to the Official Zoning Map of the City of Brenham 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 11.905 Acres Located North of the Intersection of South Blue Bell Road and Mustang Road, and Tract 251 Within the James Walker Survey in Brenham, Texas

Development Services Director Julie Fulgham presented this item. Fulgham laid a large print map around the Dias. Fulgham explained this is a request for a zone change from an R-1 District to a Planned Development District for the development of a gated single-family residential community. Fulgham explained Staff recommends approving a Planned Development District for single family residential uses on this property finding the substantial deviations are primarily front and rear setbacks and are offset by the private, gated nature of the subdivision. Fulgham stated additionally, private road pavement width meets the design standards for local streets and fire hydrant locations exceed the minimum requirements. Fulgham explained Staff believes this proposed planned development district still meets the intent of the single-family residential zoning classification in terms of overall character and density. Fulgham explained the Planning and Zoning Commission recommended approval of this request at their August 5th of 2013 Regular Meeting.

Councilmember Goss questioned the purpose of the islands in the cul-de-sac. Fulgham stated they are decorative features. Councilmember Goss questioned parking on the street and in the cul-de-sacs. Fulgham stated the City can't regulate parking because these will be private streets. Councilmember Goss questioned the problems for public safety when residents park in the streets in the cul-de-sac. Councilmember Goss stated the turning radius in the cul-de-sacs will change due to the island. Police Chief Rex Phelps stated as far as traffic enforcement, the City will have no enforcement authorities. Citizen Lynnette Sheffield stated the purpose of the islands is to create as much green space as possible.

Mayor Tate questioned what would be in the islands. Sheffield stated she shortened the cul-de-sacs to add landscaping and green space in the islands as well as included more hydrants to accommodate public safety, so should not be a problem for public safety. Sheffield stated these improvements are at the developer's expense to include decorative lighting, laydown curbs, and other improvements in the new addition.

Councilmember Goss questioned the City's liability if the subdivision is gated and private. Fulgham stated the City would not be liable, but the City will have city utilities and separate maintenance, but there will be no street maintenance for the City. Sheffield stated the electricity is through Bluebonnet Electric, but sewer and gas is through the City of Brenham. Fulgham stated the Homeowners' Association will be putting money into escrow for road maintenance to ensure they have the funds for street maintenance for the future. Sheffield stated the public safety departments will have a lock box and key codes for access.

10. Public Hearing Concerning the Approval of a Text Amendment to Part II, Division 2, Section 6 (Industrial District), of Appendix A: Zoning of the City of Brenham's Code of Ordinances, Amending the List of Permitted Uses and Adding Uses Allowed with Specific Use Approval

Development Services Director Julie Fulgham presented this item. Fulgham explained Staff received an inquiring pertaining to the regulation of slaughter house operations within the City. Fulgham explained in reviewing the zoning ordinance, it was discovered that 'light' manufacturing and 'heavy' manufacturing uses are divided within the Industrial zoning district, but both are still listed as permitted uses in the District. Fulgham stated Staff believes this allows the City to be unprotected regarding the development of these heavy manufacturing uses in areas that may not be compatible with such uses. Fulgham stated additionally, Staff believes heavy manufacturing uses are intensive enough to prompt a review prior to their development within the City of Brenham; therefore, Staff recommends altering the list of uses permitted by right and add uses allowed with specific use approval to the Industrial District. Fulgham explained this proposed amendment would require these traditionally 'heavy' manufacturing uses to receive specific use approval by City Council prior to their development.

Fulgham explained in reviewing the Industrial District's list of uses, it was also discovered there was a maximum to the amount of outdoor storage allowed on a lot, which is 10% of the total lot area. Fulgham stated Staff felt this was too restrictive and originally proposed to raise this limit to 20% of the total lot area is eligible to be used for outdoor storage. Fulgham stated after further research and discussions with the Economic Development Foundation, Staff recommends raising the amount of outdoor storage allowed to 50% of the lot area.

Fulgham explained the Planning and Zoning Commission recommended approval of this request at their August 5th of 2013 Regular Meeting; however, the Commission was only presented with raising the amount of outdoor storage allowed to 20% of the total lot area and did not receive the opportunity to weigh in on the proposal to allow up to 50% of a lot be used for outdoor storage. Fulgham explained the additional research and discussions were held after the Planning and Zoning Commission meeting in which this amendment was discussed.

Councilmember Goss questioned if the City has enforcement issues that need to be addressed or if there is not an Ordinance that can be addressed. Fulgham stated some businesses exceed the 10%, but the enforcement should have been done at the time of development. Fulgham explained some were given approvals for the exceeding amount.

Councilmember Goss questioned if the City should address screening. Fulgham stated it's costly, but the City can increase screening. Fulgham explained some businesses will be unsightly regardless of the storage space amount, but aesthetics can be addressed; however, it will be costly. Councilmember Goss questioned if the City has buffers or regulations on aesthetics. Fulgham stated the old Southwest Industrial Park has no regulations or deed restrictions, but the new Industrial Park does.

REGULAR AGENDA

- 11. Discuss and Possibly Act Upon an Ordinance on Its First Reading Approving an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning from a Residential Single Family (R-1) District to an Industrial Use (I) District on a 0.783 Acre Tract, Being a Portion of a Called 19.687 Acre Tract Out of the John Carrington Survey, Abstract No. 120, Addressed as 50 Kuhn Lane, and Located South of Salem Road Adjacent to the Mark Schulte Tract and the Burlington Northern Santa Fe Railroad in Brenham, Texas**

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve an Ordinance on its first reading approving an amendment to the Official Zoning Map of the City of Brenham, to change the zoning from a Residential Single Family (R-1) District to an Industrial Use (I) District on a 0.783 acre tract, being a portion of a called 19.687 acre tract out of the John Carrington Survey, Abstract No. 120, addressed as 50 Kuhn Lane, and located South of Salem Road adjacent to the Mark Schulte Tract and the Burlington Northern Santa Fe Railroad 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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Absent
Councilmember Weldon Williams	Yes

12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Approving an Amendment to the Official Zoning Map of the City of Brenham 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 11.905 Acres Located North of the Intersection of South Blue Bell Road and Mustang Road, and Tract 251 Within the James Walker Survey in Brenham, Texas

A motion was made by Councilmember Goss and seconded by Councilmember Williams to approve an Ordinance on its first reading concerning the approval of an amendment to the official zoning map of the Code of Ordinances 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 11.905 acres located north of the intersection of South Blue Bell and Mustang Roads, and a tract 251 within the James Walker Survey 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 Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Absent
Councilmember Weldon Williams	Yes

Councilmember Barnes-Tilley arrived at the Council meeting.

13. Discuss and Possibly Act Upon an Ordinance on Its First Reading Approving a Text Amendment to Part II, Division 2, Section 6 (Industrial District), of Appendix A: Zoning of the City of Brenham's Code of Ordinances, Amending the List of Permitted Uses and Adding Uses Allowed with Specific Use Approval

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Ebel to approve an Ordinance on its first reading approving a text amendment to Part II, Division 2, Section 6 (Industrial District), of Appendix A: Zoning of the City of Brenham's Code of Ordinances, amending the list of permitted uses and adding uses allowed with specific use approval.

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

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

Mayor Tate reopened the Public Hearing because a citizen arrived late that wanted to discuss the tax rate.

RE-OPEN PUBLIC HEARING

7. Public Hearing Concerning the Proposed Tax Rate of \$0.5632 per \$100 Valuation for Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014

Citizen Frank Chandrech stated that he is opposed to the increased tax rate. Chandrech stated all everyone wants to do is increase taxes (City of Brenham, County, and School District). Chandrech stated the City needs to look at the fact that wages are decreased and unemployment is stagnant. Chandrech stated the proposed uses for the tax increase are police protection; however, he thinks we should start at the local level regarding the war on drug and use of officers that the City currently has. Chandrech stated there needs to be a better way because the City has been a failure over the years on decreasing the war on drugs.

Mayor Tate closed the Public Hearing and reopened the Regular Session.

Mayor Tate left the meeting and Mayor Pro Tem Nix presided over the remainder of the City Council meeting.

RE-OPEN REGULAR AGENDA

14. Discuss and Possibly Act Upon the Acceptance of the 2012 Audit of Washington County Appraisal District by Seidel, Schroeder & Company

Chief Financial Officer Carolyn Miller presented this item. Miller stated the City has received a copy of the Washington County Appraisal District's (WCAD) audited financial statement for the fiscal year ending August 31, 2012. Willy Dilworth stated the audit revealed that the appraisal district stayed \$47,880 under budget.

A motion was made by Councilmember Herring and seconded by Councilmember Williams to approve the acceptance of the 2012 audit of Washington County Appraisal District by Seidel, Schroeder & Company.

Mayor Pro Tem Nix called for a vote. The motion passed with Council voting as follows:

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

15. Discuss and Possibly Act Upon the Approval of a Request from the Washington County Appraisal District to Spend the FY2011-12 Accumulated Funds of \$47,880, the City of Brenham's Portion being \$24,027, For Two Purposes: \$36,000 for a 2014 Flight of Pictometry and the Remaining \$11,880 to Fleet Replacement Fund

Chief Financial Officer Carolyn Miller presented this item. Miller stated the City's portion of the funds is \$24, 027. Willy Dilworth corrected Mrs. Miller stating the actual funds of City of Brenham are \$5,636. Dilworth stated the City recently accepted the financial audit for the Washington County Appraisal District for the year ended August 31, 2012, which the appraisal district had managed to save \$47,880. Dilworth stated the appraisal district is requesting that the taxing entities of Washington County allow them to retain this money for two purposes: a 2014 flight of pictometry and to restore their funds for Fleet Replacement.

Dilworth explained the pictometry flight is going to be more expensive than originally anticipated because it will include higher resolution photography for the City of Brenham and its extra-territorial jurisdiction (a total of 40 square miles). Dilworth explained the purchase of the higher resolution photography will enable the City to also acquire 1 foot contour lines in that 40 square mile area. Dilworth stated the City will pay for the additional expense of the contour lines. Dilworth explained the total cost is estimated at \$118,000 and the City of Brenham will pay \$32,000 of the total cost, which leaves the appraisal district with a balance of \$86,000 of which they have \$50,000. Dilworth explained the remaining \$11,880 will be added to their Fleet Replacement fund. Dilworth explained the goal is to have \$60,000. Dilworth stated the additional money will yield \$55,649 for this assigned fund.

Dilworth explained if this request is approved by the taxing entities of Washington County it will result in the appraisal district having the following assigned funds:

1. Legal Fund: \$50,000
2. 2014 Pictometry Flight: \$86,000
3. 2017 Pictometry Flight: \$50,000
4. Fleet Replacement: \$55,649

A motion was made by Councilmember Goss and seconded by Councilmember Ebel to approve a request to retain the accumulated funds of \$47,880, with the City of Brenham's portion being \$5,636, for two purposes: \$36,000 for a 2014 flight of pictometry and the remaining \$11,880 for fleet replacement.

Mayor Pro Tem Nix called for a vote. The motion passed with Council voting as follows:

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

16. Discuss and Possibly Act Upon the Approval of the FY2013-14 Preliminary Budget for the Washington County Appraisal District

Chief Financial Officer Carolyn Miller presented this item. Miller stated the City has received a copy of the Washington County Appraisal District (WCAD) FY2013-2014 Preliminary Budget. Miller stated the WCAD preliminary budget shows a slight decrease (\$2,700) over the prior year's budget due to lower payroll costs offset by slightly higher supplies and service expenses. Miller explained the impact for the City of Brenham is a decrease of \$1,272 for FY13-14, which will be budgeted in the General Fund.

Councilmember Barnes-Tilley stated the paperwork says the budget is going down, but the chart looks like it's going up. Dilworth stated the increase to the City of Brenham is relatively \$109. Dilworth stated the budget is based on the levy on last year, which is slightly less. Stacy Hardy stated the chart is incorrect and there is a slight increase.

A motion was made by Councilmember Williams and seconded by Councilmember Goss to approve the FY2013-14 preliminary budget for the Washington County Appraisal District.

Mayor Pro Tem Nix called for a vote. The motion passed with Council voting as follows:

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

17. Discuss and Possibly Act Upon Ordinance No. O-13-018 on Its Second Reading Amending Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham to Provide for the Appointment of an Interim Member to the Brenham-Washington County Hotel Occupancy Tax Board

City Secretary Jeana Bellinger presented this item. Bellinger explained as discussed at the August 29th council meeting, the ordinance has been amended to allow an interim member appointment for a 6 month period. Bellinger explained any circumstances that would require a longer interim appointment will be brought back to Council for discussion and approval. Bellinger explained the City Attorney also strengthened the language by adding that an interim member would only be appointed when a member is “temporarily unable” to perform their member responsibilities and that each circumstance will be reviewed with the Staff Liaison (City Secretary). Bellinger stated an interim appointment will only be used in circumstances of extreme medical or personal emergencies (i.e. life-saving medical treatments, conditions resulting in lengthy hospital stays or rehabilitation, or the sudden death of a member).

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve Ordinance No. O-13-018 on its second reading amending Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham to provide for the appointment of an interim member to the Brenham-Washington County Hotel Occupancy Tax Board as revised.

Mayor Pro Tem Nix called for a vote. The motion passed with Council voting as follows:

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

Mayor Pro Tem Nix moved Administrative Reports before Executive Session.

20. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Fair Parade is scheduled for September 14th. Council was instructed to let Paula know if they would be attending.
- A week from tomorrow, September 13th, is the forum put on by the Chamber of Commerce. Roberts will not be attending due to a meeting conflict in Austin that day.

Fire Chief Ricky Boeker reported on the following:

- Lance Weiss will be doing fill the boot on Main St and Austin St on Saturday, September 7th to raise funds for Adam’s Angels Ministry.

Council adjourned into Executive Session at 11:19 am.

EXECUTIVE SESSION

- 18. Texas Government Code Section 551.072 – Deliberation Regarding Real Property – Discuss and Consider the Acquisition of Properties Related to the Extension of Chappell Hill Street**

Executive Session adjourned at 12:10 pm.

RE-OPEN REGULAR AGENDA

- 19. Discuss and Possibly Take Action as a Result of Executive Session Regarding Real Property Acquisition for the Chappell Hill Street Extension Project and Authorize the Mayor to Negotiate and Execute Any Necessary Documentation**

A motion was made by Councilmember Williams and seconded by Councilmember Goss to approve the Mayor be authorized to negotiate contracts for the acquisition of certain parcels of property necessary for the Chappell Hill Street extension project, in accordance with the parameters, consideration and terms discussed in executive session, and further move that the Mayor be authorized to execute any necessary documentation.

Mayor Pro Tem Nix called for a vote. The motion passed with Council voting as follows:

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

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

ORDINANCE NO. O-13-019

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP FROM A RESIDENTIAL DISTRICT (R-1) TO AN INDUSTRIAL (I) DISTRICT ON 0.783 ACRES OUT OF A 19.687 ACRE TRACT WITHIN THE JOHN CARRINGTON SURVEY, ADDRESSED AS 50 KUHN LANE AND DEPICTED ON EXHIBIT "A," BEING LOCATED IN BRENHAM, WASHINGTON COUNTY, TEXAS.

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

WHEREAS, Appendix A – “Zoning” of the City of Brenham Code of Ordinance authorizes the City Council to grant specific use permits for specific uses within the various zoning districts; and

WHEREAS, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on August 5, 2013;

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended by changing a Residential (R-1) District to an Industrial (I) District on 0.783 acres out of a 19.687 acre tract within the John Carrington Survey, addressed as 50 Kuhn Lane and depicted on Exhibit “A.”

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

PASSED and APPROVED on its first reading this the 5th day of September, 2013.

PASSED and APPROVED on its second reading this the 19th day of September, 2013.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

cm = control monument

The subject tract shown hereon does not lie within the Special Flood Hazard Area according to the FEMA Flood Insurance Rate Map for Washington County, Texas, Map Number 4547702050, effective date August 16, 2011.

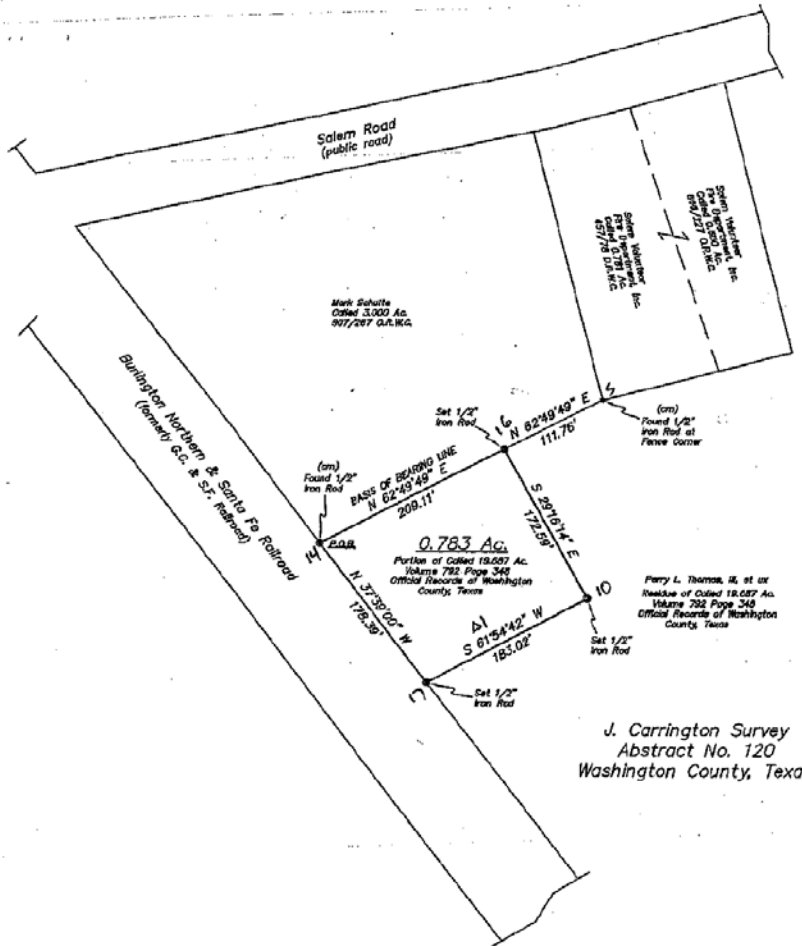
The tract shown hereon does not have independent access to a public road.

The plot accompanied by notes and bounds description.

Boundaries shown hereon are based on the record bearing for a Northwest line of the original entry 18.687 acre tract, recorded in 792-048 G.L.B.C.

EXHIBIT "A"

Scale 1" = 100'



I, Michael J. Blakey, Registered Professional Land Surveyor, do hereby certify that the plot shown hereon accurately represents the results of an on the ground survey, made by me on July 1, 2013, and all corners are as shown. This survey was performed without the benefit of a current title report which may indicate easements or other encumbrances of record not apparent on the ground.

Perry L. Thomas, III, et ux

Blakey Land Surveying

RPLS 4052 RPLS 5935

4459 Midway Lane
Burton, Texas 77803

(978) 288-5900

Michael J. Blakey
Registered Professional Land Surveyor No. 4052

W.O. #2013-2001

ORDINANCE NO. O-13-020

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO CHANGE PROPERTY CURRENTLY ZONED AS A RESIDENTIAL SINGLE FAMILY (R-1) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT, SPECIFICALLY BEING APPROXIMATELY 12.15 ACRES ON LAND GENERALLY LOCATED NORTH OF THE INTERSECTION OF SOUTH BLUE BELL AND MUSTANG ROADS AND BEING ALL OR PORTIONS OF TRACT 251 OUT OF THE JAMES WALKER SURVEY IN BRENHAM, TEXAS.

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

WHEREAS, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on August 5, 2013;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, THAT APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended to change property currently zoned as Residential Single Family (R-1) District to establish a Planned Development (PD) District for single-family residential uses on approximately 12.15 acres being all or portions of Tract 251 out of the James Walker Survey in Brenham, Texas in accordance with the master development plan shown on Exhibit A and specifically including the following regulations:

1. Subdivision of land shall conform to the City of Brenham Subdivision Ordinance, except as otherwise authorized in this Ordinance or the master development plan shown in Exhibit “A.” Exhibit “A” includes lot development plan, common area dedication, and private road right-of-way layout. The master development plan includes the following deviations from the Subdivision Ordinance:
 - a. The Right-of-Way widths of the private right-of-ways may be reduced to no less than 45 feet and pavement widths shall be no less than 31 feet;
 - b. Lots 3-7 in Block 3 and Lots 1-6 in Block 4 (as shown on the master development plan) shall be zero lot line homes. Zero lot line regulations within the Subdivision Ordinance apply with the following deviations:
 - i. Front and rear setbacks shall be 10 feet.

- c. Deviations from the Subdivision Design Guidelines include lay-down curbing, decorative street lighting, automated gates located at the entrances of the private street right-of-ways, fire hydrants shall be located at every intersection; sidewalks; and landscaping within the private street rights-of-ways.
2. Unless otherwise listed in this Ordinance, the property located within the Planned Development District shall conform to the regulations found in the Residential Single-Family (R-1) zoning district and other applicable provisions of the Zoning Ordinance. The master development plan includes the following deviations from the Zoning Ordinance:
 - a. Minimum side building setbacks are 7.5 feet and measured from the slab with no more than a 2-foot overhang;
 - b. Minimum front and rear building setbacks are 10 feet and measured from the slab with no more than a 2-foot overhang;
 - c. Impervious coverage and developed area of a lot shall be no more than 75% of the total lot area; and
 - d. Lot 11 is intended to be dedicated as common area and the following uses and development standards apply:
 - i. Uses include sales office (temporary and allowed until all lots have been sold within the subdivision), private club house or entertainment area owned by the subdivision, or as a single-family residential dwelling;
 - ii. Setbacks shall be 5 feet from all lot lines;
 - iii. Impervious coverage and developed area of Lot 11 shall be no more than 75% of the total lot area; and
 - iv. Two off-street parking spaces shall be provided.
3. Dedicated common areas owned and maintained by a homeowners association as shown on the master development plan shall be governed by a homeowners association;
4. A homeowners association shall be established, and all covenants, conditions, and restrictions and homeowners association governing documents shall be approved by the City prior to approval of the final plat to ensure adequate maintenance of the common areas as shown on the master development plan;
5. A Maintenance Agreement with the City shall be approved and executed prior to filing of the final plat and such maintenance agreement shall outline maintenance responsibilities of any and all public and private infrastructure within the subdivision.
6. All adopted building codes shall apply.

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

PASSED and APPROVED on its first reading this the ____ day of September, 2013.

PASSED and APPROVED on its second reading this the ____ day of September, 2013.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

ORDINANCE NO. O-13-021

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, SPECIFICALLY AMENDING SECTION 6, I INDUSTRIAL DISTRICT OF DIVISION 2, ZONING DISTRICT REGULATIONS, OF PART II, DISTRICT REGULATIONS, OF APPENDIX A "ZONING" OF THE CITY OF BRENHAM CODE OF ORDINANCES BY AMENDING THE PERMITTED USES AND SPECIFIC USES ALLOWED WITHIN THE INDUSTRIAL ZONING DISTRICT.

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

WHEREAS, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on August 5, 2013;

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map are hereby amended as follows:

Sec. 6. I Industrial District.

(Sec. 6.01) Purpose. The district is established to provide for any industrial use that can meet applicable performance standards in areas that are mostly removed from existing residential and other commercial uses, but that provide good access to major transportation routes. The regulations of this district are intended to provide for the placement of any lawful industrial use that is in strict compliance with performance standards as provided in this ordinance.

(Sec. 6.02) Permitted uses.

Generally uses are permitted within the district as follows:

- (1) Any use permitted in any of the aforementioned districts, excluding structures to be used as dwelling units.
- (2) Bottling works.
- (3) Contractor's yard.
- (4) Glass products, from previously manufactured glass.
- (5) Household appliance products assembly and manufacture from prefabricated parts.
- (6) Industrial and manufacturing plants including the processing or assembling of parts for production of finished equipment where the process of

manufacturing or treatment of materials is such that only a nominal amount of dust, odor, gas, smoke, or noise is emitted and not more than fifty (50) percent of the lot or tract is used for the open storage, including the storage of products, materials, or equipment.

(7) Musical instruments assembly and manufacture.

(8) Plastic products manufacture, but not including the processing of raw materials.

(9) Sporting and athletic equipment manufacture.

(10) Testing and research laboratories.

(11) Textile mill products manufacturing.

(12) Junkyards.

(13) Meat processing (not including slaughter operations).

(Sec. 6.03) Specific Uses

Uses that require approval of a specific uses permit within the district are as follows:

(1) Acid manufacture.

(2) Cement, lime, gypsum, or plaster-of-Paris manufacture.

(3) Distillation of bones and glue manufacture.

(4) Fat rendering and fertilizer manufacture.

(5) Magnesium manufacture or processing.

(6) Paper or pulp manufacture.

(7) Wrecking yards (automobile/vehicular).

(8) Slaughter house operations.

(9) Outdoor storage, including the storage of products, materials, or equipment that exceeds fifty (50) percent of the lot.

(Sec. 6.04) Height regulations. No residential or nonresidential building shall exceed fifty-two (52) feet or four (4) stories.

(Sec. 6.05) Area regulations*:

*In the event that new development is adjacent to a use that falls within a different use category, a bufferyard shall be added to the applicable yard regulations (Part II, Division 1, Section 11, Table 3).

(1) Size of yards:

(a) Front yards: There shall be a front yard having a minimum depth of fifteen (15) feet.

(b) Side yards: No side yard is required except as required for bufferyards.

(c) Rear yards: There shall be a rear yard having a minimum depth of ten (10) feet.

(2) Size of lot:

(a) Lot area. No building shall be constructed on any lot of less than ten thousand (10,000) square feet.

(b) Lot width. The width of the lot shall not be less than one hundred (100) feet at the front building line nor shall its average width be less than one hundred (100) feet.

(c) Lot depth. The average depth of the lot shall not be less than one hundred (100) feet.

(d) Legally existing nonconforming lots. Where a legally existing industrial site having less area, width, and/or depth than herein required existed upon the effective date of this ordinance, the above regulations shall not prohibit the use of the site for structures and uses as permitted in this district, provided the applicable setbacks as provided above shall be maintained.

(3) Lot coverage. In no case shall more than eighty-five (85) percent of the total lot area be covered by the combined area of the main buildings, and accessory buildings and other impervious surfaces.

(Sec. 6.06) Parking and loading regulations. Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in Part II, Division I, Section 15 and Section 16 of this ordinance.

(Sec. 6.07) Screening and fencing regulations. As provided in Part II, Division I., Section 11, Section 12 and Section 13 of this ordinance.

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

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

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

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 5

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 13, 2013															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Julie Fulgham															
<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: Discussion and Presentation Regarding Amendments to the City of Brenham Sign Ordinance																
SUMMARY STATEMENT: A presentation concerning amendments to the sign ordinance. Michelle Audenaert of Perceptive Planning will provide a comprehensive overview of the proposed amendments to the sign ordinance.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference): N/A																
ATTACHMENTS: (1) Proposed sign ordinance; and (2) Existing sign ordinance																
FUNDING SOURCE (Where Applicable): N/A																
RECOMMENDED ACTION: Discussion only																
APPROVALS: Terry K. Roberts																

A New Sign Ordinance for the City of Brenham, Texas
for Consideration by the Brenham City Council

Prepared by Perceptive Planning

September 2013

Chapter 21. SIGNS

Sec. 21-1. Short Title

Sec. 21-2. Purpose

Sec. 21-3. Definitions

Sec. 21-4. General Sign Provisions

Sec. 21-5. Prohibited Signs

Sec. 21-6. Signs Not Requiring Permits

Sec. 21-7. Sign Permit Application Contents

Sec. 21-8. Permit Review and Action, Fees

Sec. 21-9. Sign Measurement Standards

Sec. 21-10. Number of Signs

Sec. 21-11. Standards According to Sign Type

Sec. 21-12. Freestanding (Pole or Ground) Signs

Sec. 21-13. Wall Signs

Sec. 21-14. Permitted Signs by District

Sec. 21-15. Nonconforming Signs

Sec. 21-16. Municipal Board of Sign Control

Sec. 21-17. Variances

Sec. 21-18. Appeal of Staff Interpretation

Sec. 21-19. Violations and Penalties

Chapter 21. SIGNS

Sec. 21-1. Short Title

This chapter shall be known as the "Sign Ordinance of the City of Brenham."

Sec. 21-2. Purpose

This Chapter provides standards for the erection and maintenance of signs located on private property and visible from any public or private street, in accordance with Texas Local Government Code Chapter 216, while subjecting non-commercial messages to a minimum of regulation to balance health and safety needs with First Amendment freedoms. Unless exempted in this Chapter, all outdoor signs in the City of Brenham and its extraterritorial jurisdiction must be erected and maintained in accordance with these standards. The general objectives of these standards are to promote life, health, property, public welfare, convenience and enjoyment of the public, and in part to achieve the following.

A. Safety

To promote the safety of persons and property by requiring signs that do not:

1. Create a hazard due to collapse, fire, decay or abandonment;
2. Obstruct fire fighting or police surveillance; or
3. Create traffic hazards by confusing or distracting pedestrians or drivers, or creating obstacles to the movement of either.

B. Landscape Quality and Preservation

To protect the public welfare and to enhance the appearance and economic value of the landscape, by requiring signs that:

1. Do not interfere with scenic views;
2. Do not create a nuisance to persons using the public rights-of-way;
3. Do not create a nuisance to occupants of adjacent and contiguous property by their brightness, size, height or movement;
4. Are not detrimental to land or property values; and
5. Do not contribute to visual blight or clutter.

Sec. 21-3. Definitions

As used in this Chapter, unless the context otherwise indicates, the following words are defined as follows:

Abandoned Sign. A sign that has not been used for advertising for one year to identify or advertise a bona fide business, lessor, service, owner, product or activity; and/or for which no legal owner can be found.

Advertising Device. A device, sign, flag, light, figure, statue, picture, letter, word, message, symbol, plaque or poster visible from outside the premises on which it is located and designed to inform or attract the attention of persons not on the premises. The word "sign" includes the word "advertising device".

Animated Sign. A sign that uses mechanical movement or change of lighting to depict action or create a special effect or scene.

Apartment Name Sign. A sign for the identification of an apartment building or complex of apartment buildings.

Awning. An architectural projection that provides weather protection, identity or decoration and is wholly supported by the building to which it is attached. An awning is comprised of non-rigid materials, often cloth or plastic, on a supporting framework.

Awning Sign. A sign painted on, printed on, or attached flat against the surface of an awning.

Bandit Sign. A sign of six (6) square feet or less of advertising area and made of vinyl, paper, cloth or fabric, polyboard, coroplas, corrugated plastic, poster board, plastic core, cardboard or plywood including signs with wood or wire framing, posts or stakes. Bandit signs are often used in multiples.

Banner Sign. A flexible roll-up sign made of vinyl, cloth or any other lightweight non-rigid material, containing words, symbols or logos intended for advertising or attracting attention to a business or event. A banner is not a wall sign or a flag.

Bench Sign. A sign mounted, affixed or painted on a bench.

Billboard. See "Off-Premise Sign."

Building. Any structure that encloses a space used for sheltering any occupancy. Each portion of a building separated from other portions by a firewall shall be considered a separate building.

Building Official. The officer or other designated authority or his or her duly authorized representative, charged with the administration and enforcement of this Chapter.

Cabinet. A sign component that houses the other components of a sign.

Canopy. An architectural projection that provides weather protection, identity or decoration and is supported by the building to which it is attached, either by tie rods above or columns below. A canopy is comprised of a rigid structure over which a rigid covering is attached.

Canopy Sign. Any sign affixed to a permanent canopy or on the face of a building and supported from the building.

Cardboard Sign. A sign made of cardboard.

Changeable Copy Sign (Digital). An on-premise sign advertising commodities or services offered on the premises consisting of a digital sign or lamp bank, that is designed and intended for frequent automatic changes or alterations after the sign is erected.

Changeable Copy Sign (Manual). An on-premise sign advertising commodities or services offered on the premises consisting of individual message elements such as letters, numbers or symbols, that are designed and intended for frequent manual replacement or alteration after the sign is erected.

Clearance (of a sign). The smallest vertical distance between the grade of the adjacent street or street curb and the lowest point of any sign, including framework and embellishments, extending over that grade.

Commercial Area. An area of the city in which commercial uses predominate, as opposed to residential ones.

Community Event Sign. A sign that solicits support for or advertises a nonprofit community use, City event, public use or social institution. Such signs may include, but are not be limited to, seasonal holidays such as Christmas or Easter, school activities, charitable programs, community festivals, religious activities or events of community interest, but not including any business sign or real estate sign.

Construction Sign. A sign identifying the property owner, architect, contractor, subcontractor, engineer, landscape architect, material supplier, decorator or mortgagee engaged in the design, construction or improvement of the property on which the sign is located.

Copy. The wording on a sign surface in either permanent or removable letter form.

Corporate Flag. The official flag of a company, including a logo flag that the parent company supplies. A corporate flag does not include advertising of any kind.

Curb Line. An imaginary line drawn along and parallel to the outermost part or back of the curb and gutter on either side of a public street; or, if there is no curb and gutter, along and parallel to the outermost portion of the paved roadway; or if there is no paved roadway, along and parallel to the edge of the traveled portion of the roadway.

Development Sign. A sign related to the promotion of new developments and located on the property involved in the development.

Dilapidated or Deteriorated Sign. A sign that has any of the following characteristics:

(a) Where elements of the surface or background can be seen, as viewed from the normal viewing distance, to have portions of the finished material or paint rusted, flaked, broken off or missing or otherwise not in harmony with the rest of the surface;

(b) Where the structural support or frame members are visibly bent, broken, dented or torn;

(c) Where the panel is visibly cracked, or in the case of wood and similar products, splintered in such a way as to constitute an unsightly or harmful condition;

(d) Where the sign or its elements are twisted or leaning or at angles other than those at which it was originally erected (such as may result from being blown or the failure of a structural support); or

(e) Where a person with normal eyesight under normal viewing conditions may no longer read the message or wording.

Directional Sign. A permanent sign that directs the flow of traffic or pedestrians and whose primary purpose is not for advertisement.

Directory Sign. A sign, or group of signs designed as a single display, that gives information about the location of businesses, buildings or addresses within a residential or nonresidential complex and with no commercial message.

District. Any section of the city for which the regulations governing the use of land and the use, density, bulk, height and coverage of buildings and other structures are uniform for each class or kind of building thereon. Examples include overlay districts and zoning districts.

Double Faced Sign. An advertising device with two closely located signs with faces in opposing directions, with less than a 60 degree angle between the sign faces.

Electrical Sign. A sign or sign structure in which electrical wiring, connections, or fixtures are used.

Electronic Message Center. See "Changeable copy sign (digital)."

Erect. To build, construct, attach, hang, place, suspend, affix or paint a sign.

Facade. Any separate face of a building, including parapet walls and vertical offsets, or any part of a building that encloses or covers usable space. Where separate faces are oriented in the same direction, or in the directions within 45 degrees of one another, they are to be considered as part of a single façade.

Face, Facing or Surface. The surface of the sign, excluding structural supports, upon, against or through which the message is displayed or illustrated on the sign. The face includes trim and architectural design elements.

Fence Sign. A sign attached to or painted on the side of a fence.

Festoons. A string of ribbons, tinsel, small flags, or pinwheels used for advertising purposes.

Finance Sign. A sign identifying the financing entity engaged in the design or construction of the property on which the sign is located.

Fuel Price Sign. A sign used to advertise the current price of fuel at locations where fuel is sold.

Flag. A rectangular piece of fabric attached on one border to a supporting rod or pole for temporary display, including sail-type flags.

Flashing Sign. A sign which contains an intermittent or sequential flashing light source used primarily to attract attention, not including changeable copy signs.

Freestanding (Pole or Ground) Sign. A sign that is not affixed to a building or structure, but that is permanently affixed to the ground independent of any other structure.

Frontage (street). The length of the property line of any one premises along a public right-of-way on which it borders. Each platted lot shall have a separate frontage.

Frontage (building). The length of an outside building wall adjacent to a public right-of-way on which its premises borders.

Garage or Yard Sale Sign. A sign that advertises the date, time or location of a garage sale, yard sale, estate sale, or any similar sale of merchandise.

Governmental Sign. A sign a governmental entity erects for a governmental purpose, including but not limited to traffic control devices, street signs, barricades, survey monuments and markers, signs of

public utility companies indicating location of utilities or aiding service or safety, signs identifying City infrastructure projects, pedestrian signs and signs identifying governmental facilities.

Handheld Sign. A sign held by a person in such a manner that neither the sign nor any object that supports the sign touches the ground, including signs worn on the shoulders of a person.

Handmade Sign. A sign made by hand—not produced by a commercial sign-making establishment.

Historical Sign. An integral part of the historic character of a landmark building or district.

Home Occupation Sign. A sign or any other advertising device, advertising a business, profession, occupation or trade conducted in the residence legally.

Illegal Sign. A sign which does not meet the requirements of this Chapter, or any applicable state laws, which has not received exempt status.

Illuminated Sign. A sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.

Incidental Sign. A small sign, emblem, or decal informing the public of goods, facilities, or services available on the premises, and not exceeding one square foot. Examples include signs indicating hours of business or credit card signs.

Inflatable Device. A device filled with air or other gasses either sealed or fed with a constant air supply (fan or pressure fed) designed to attract attention to a business or event. An inflatable device includes but is not limited to a balloon that is lighter than air and tethered, a balloon that is filled with air and anchored, or an inflatable device that is set in motion by a constant air supply (air-powered device).

Institutional Sign. A sign for the identity of a school, church, hospital or similar public or quasi-public institution.

Logo. A registered trademark of an organization, individual, company or product that is commonly used in advertising to identify that organization, individual company or product.

Lot. A parcel of land legally defined on a subdivision map recorded with the appraisal district, or a parcel of land definite by a legal record or survey map. Also known as a “building plot.”

Luminance. The brightness of a sign or a portion thereof expressed in terms of foot candles, lumens or nits. Luminance is determined by the use of an exposure meter calibrated to standards established by the National Bureau of Standards.

Maintenance. For the purposes of this Chapter, the cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, or structure of the sign.

Mansard. A four-sided roof having a double slope on all sides, with the lower slope much steeper than the upper.

Marquee. A rooflike structure, often bearing a changeable copy signboard, projecting over an entrance, such as to a theater.

Monument Sign. A freestanding sign having a low profile and made of stone, concrete, metal, routed wood planks or beams, brick or similar materials, including individual lettering, that repeat or harmonize with the architecture of the establishment it serves.

Mural. A decorative hand-painted work of art applied to an exterior wall within public view that does not include graphics or text advertising a specific business, product or brand. Embellishments to or decoration of architectural elements are not deemed a mural. A mural is not a wall sign.

Name Plate Sign. A sign that is located on the premises, giving the name or address or both, of the owner or occupant of a building or premise.

National Flag. The flag of the United States of America as defined in Part I of Executive Order 10834.

Noncombustible Material. Any material that will not ignite at or below a temperature of 1200 degrees Fahrenheit and will not continue to burn or glow at that temperature. Does not include fire-retardant-treated wood.

Non-Commercial Sign. A work of art or message which is political, religious, or pertaining to a point of view, expression, opinion or idea that contains no reference to the endorsement, advertising of, or

promotion of patronage, of a business, commodity, service, entertainment, or attraction that is sold, offered, or existing.

Nonconforming Use. A sign use, land use, or a structure which existed prior to the passage of any regulation prohibiting it, or which existed prior to annexation.

Occupancy. The portion of a building or premises owned, leased, rented, or otherwise occupied for a given use.

Off-Premise Sign. A sign of which the contents does not relate to the premises on which it is located, and that does not refer exclusively to the name, location, products, persons, accommodations, services, sale, lease, construction or activities of or on the premises where it is erected. The premises of a shopping center include the shopping center pad site.

On-Premise Sign. A sign, the content of which relates to the premises on which it is located, referring exclusively to the name, location, product, persons, accommodations, services or activities of or on those premises, or the sale, lease or construction of those premises. The premises of a shopping center include the outparcels.

Outdated Sign. A sign or other advertising structure that continues to advertise a business or project that has been out of business in excess of 90 days.

Outdoor Advertising. On-premise and off-premise signs.

Owner. A person recorded as such on official records, or the on-premises person in control of the premises. For the purposes of this chapter, the owner of property on which a sign is located is presumed to be the owner of the sign unless facts to the contrary are officially recorded or otherwise brought to the attention of the Building Official.

Painted Wall Sign. Any sign which is applied with paint or similar substance on the face of a wall.

Parapet. The extension of a false front or wall above a roofline.

Permittee. A person receiving a permit pursuant to the provisions of this ordinance.

Pole Banner. A device made of any lightweight material, whether or not containing a message of any kind, suspended from a permanent pole secured with braces, generally along a public street. A pole banner is not a banner or a flag.

Political Sign. A sign that supports or opposes a political candidate, issue, election or party.

Portable Sign. Any sign that is designed or constructed to be easily moved from one location to another, including a sign that is designed to be or mounted on skids, trailers, wheels, legs or stakes (including sandwich board sign), and that is not fixed permanently to the ground, and that is not an attached sign, political sign or a sign that refers solely to the sale or lease of the premises. A portable sign which has its wheels removed shall still be considered a portable sign hereunder.

Premises. A tract of land with buildings or part of a building, with its appurtenances.

Private Property. Any property not dedicated to public use, except that "private property" does not include private streets or alleys, railroad rights-of-way, or a cemetery or mausoleum.

Projecting Sign. A sign, other than a flat wall sign, which is attached to and projects from a building wall or other structure not specifically designed to support the sign.

Public Property. Property owned or leased by the federal government, the State, or any political subdivision of the state, including the City.

Real Estate Sign. A temporary sign that is used to advertise the sale, lease or rental of property, located on the property offered and whose term of use expires upon the sale or lease of the property.

Renovation Sign. A sign identifying the architect, contractor, tradesman, engineer, or landscape architect engaged in the renovation or improvement of an existing structure on the property on which the sign is located.

Residential Area. An area of the city in which housing predominates, whether single- or multi-family.

Roof Sign. A sign erected, constructed and maintained wholly upon or above the roof of a building with the principal support attached to the roof structure.

Roofline. The top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

Rotating Sign. A sign in which the sign itself, or any portion of the sign, moves in a revolving or similar manner. Such motion does not refer to the methods of changing sign copy.

Sandwich Board. A freestanding portable sign typically hinged at the top and widening at the bottom to form a shape similar to the letter "A".

Searchlight. An apparatus containing a strong light source and a reflector for projecting a bright beam of light, usually truck or trailer mounted.

Shopping Center. A building plot developed or ultimately to be developed with three or more stores, shops, or commercial enterprises, and which has shared parking facilities or access.

Sign. Any writing, pictorial representation, illustration, emblem, symbol, design or other figure of similar character that is a structure or a part of a structure, or is attached to or in any manner represented on a building or other structure, and that is placed out of doors in view of the general public and is used for purposes of advertisement, identification or expression. "Sign" is synonymous with "advertising device". Official flags of any nation, state or political subdivisions of a state, including but not limited to city, county or school district, are not signs for the purposes of this chapter.

Sign Area. The entire advertising face of a sign excluding the supporting structure. See "Sign Measurement Standards" below.

Sign Height. The vertical distance between the base of the sign at the nearest natural grade to the highest part of the sign or any attached component.

Sign Setback. The distance between the property line and the outer (leading) edge of any portion of a sign.

Snipe Sign. A sign made of any material when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, utility poles, fences, public structures or other objects, and the advertising matter appearing thereon is not applicable to the use of the premises upon which such sign is located. This may include but is not limited to signs advertising property for sale or rent, garage sale signs, flyers, wanted signs, lost signs, et cetera.

Spectacular Sign. An outdoor advertising display with flashing or perceptible moving parts. Encompasses "Animated Sign" and "Flashing Sign."

State Flag. The flag of the State of Texas as defined in Chapter 3100 of the Texas Government Code, or the flags of other states in the United States of America, or its protectorates.

State Maintained Highway. US 290, State Highway 36, State Highway 105, FM 109, FM 389 and FM 577.

Streamer. An attention-attraction device consisting of two or more pennants, banners, balloons, ribbons, reflectors, fringes or similar objects strung together on a common line, string, wire, pole or attached to one or more products offered for sale.

Subdivision Entry Sign. A freestanding sign identifying a subdivision entrance on which only the name of the subdivision is specified.

Temporary Material. Any material beside wood, masonry, stone, stucco, metal or plastics over 3mm in thickness.

Temporary Sign. A sign intended to be in use for less than 60 days.

Under Canopy Sign. A sign suspended beneath a canopy, ceiling, roof, or marquee.

Use. The purpose for which a building, lot, sign, or structure is intended, designed, occupied, or maintained.

Vehicular Sign. Any sign displayed, designed, or used for or upon a motor vehicle moving along the roadway or on any vehicle parked temporarily, incidental to its principal use of transportation. A sign placed on a vehicle or trailer which is parked for the primary purpose of displaying said sign is not a vehicular sign.

Wall Sign. A sign permanently attached parallel to and extending not more than 12 inches from the wall of a building, including painted, individual letter, cabinet signs, and signs on a mansard. Banners may not be used as wall signs.

Window Sign. A non-illuminated sign attached to, placed upon or painted on the exterior or interior of a window or door that is intended for viewing from the exterior of such building.

Sec. 21-4. General Sign Provisions

A. Applicability

1. It is unlawful for any person to erect, construct, install, place, relocate, maintain or alter, within the City or its extraterritorial jurisdiction, any sign for which a Sign Permit is required without first obtaining a Sign Permit and paying the necessary fees. Governmental signs that the City, county, state or federal government erects in furtherance of their governmental responsibility are exempt from the requirements of this Chapter.
2. A Sign Permit is not required for repair, repainting or maintenance that does not entail structural or electrical change.
3. The modification of a sign face for an existing occupant does not require a Sign Permit in accordance with this Chapter, provided that such modification does not increase the sign area or height or change the sign type.

B. Expiration

If the work authorized under a Sign Permit is not completed within six months after the date of issuance, the permit becomes null and void.

C. Inspection upon Completion

1. Any person installing, altering, or relocating a sign for which a permit has been issued shall notify the Building Official upon completion of the work. The Building Official may require a final inspection, including an electrical inspection and inspection of footings on freestanding signs. The Building Official may require a shop or ground inspection prior to installation.
2. Upon issuance of a permit, the Building Official may require, in writing, that he or she be notified for inspection prior to the installation of certain signs.

D. Display of Permit

Every non-temporary permitted sign must permanently display in a conspicuous place the date of erection, the permit number and the voltage of any electrical apparatus used. Any modifications to a sign after erection require that this information be updated accordingly.

E. Bond Requirement

Subject to the need determined by the Building Official based on the construction materials for the sign type proposed, an applicant for a Sign Permit must, before the permit is approved, present to the Building Official a bond in the minimum amount established by current rates, conditioned for the faithful observance of all laws and ordinances relating to signs, and which indemnifies and holds harmless the City from any and all damages, judgments, costs or expenses which the City may incur or suffer by reason of the granting of the permit.

F. Contractor's License

No person may engage in the business of erecting on, altering on, relocating on, constructing or maintaining signs without all required state and federal licenses. A permit will not be issued to anyone for the erecting, altering, relocating, construction, or maintenance of signs until all applicable licenses are submitted to the City. Additionally, all sign contractors shall supply the City with contact information and a state-issued identification card. All electrical supply to the point of connection at the sign must be installed by an electrician licensed by the State and who has met all applicable state and local licensing regulations.

G. Building Code and Safety

1. No sign shall be erected, constructed, or maintained in violation of the International Building Code, International Fire Code, or National Electrical Code, as adopted by the City. Any sign found to be structurally unsafe or any electric sign found to be internally unsafe will be required to be corrected.
2. No sign shall be erected, constructed, or maintained so as to obstruct any fire escape, required exit, window or door opening used as a means of egress.
3. No sign shall be placed so that it obstructs the view for traffic movement at an intersection.
4. No portion of a sign or sign structure shall project into any public alley unless said portion is a minimum of 18 feet above the ground.

H. Unlawful Signs

1. A sign or other advertising device may not be erected or maintained in violation of the requirements of this Chapter. An unlawful sign is not a nonconforming sign and must be removed or brought into conformance.
2. If the Building Official or any authorized representative finds that a sign is erected or maintained in violation of this Chapter, he or she must give written notice of the violation to the permittee or the owner of the property where the violation exists.
3. An unlawful sign that is lightweight or portable (for example, banner or sandwich board sign) must be removed within 24 hours after notice of violation. An unlawful sign that is not lightweight or portable (for example, freestanding or monument sign) must be removed within 30 days after notice of violation.
4. If the corrections are made in a timely fashion, no charges will be filed by the Building Official other than one charge of failure to obtain a Sign Permit.
5. If the permittee or owner fails, after notice, to timely abate a violation, the Building Official may undertake enforcement by filing a complaint in municipal court, seeking quasi-judicial enforcement through the Building Standards Commission, or bringing a civil action.
6. Permits issued in error which approve any unlawful sign do not stay the Building Official or authorized representative from requiring compliance when the error is discovered.

I. Removal of Signs by the Building Official

1. The Building Official may immediately and without notice or compensation remove any sign that presents an immediate peril to persons or property, or any advertising device placed in any public street right-of-way without specific permission from the State.
2. If upon inspection, the Building Official finds that a sign is unlawful, abandoned, or is structurally, materially, or electrically defective, or in any way endangers the public, he or she shall issue a written order to the owner of the sign and occupant of the premises stating the nature of the violation and requiring them to repair or remove the sign within 10 calendar days of the date of the order.
3. The Building Official may cause the removal of any unlawful sign for failure to comply with the written orders of removal or repair.
4. After removal or demolition of such sign, a notice shall be mailed to the sign owner stating the nature of the work and the date on which it was performed and demanding payment of the costs as certified by the Building Official.
5. If the amount specified in the notice is not paid within 30 calendar days of the notice, the amount shall be filed as a lien against the property of the sign owner, certified as an assessment against the property. The owner of the property upon which the sign is located shall be presumed to be the owner of all signs thereon unless facts to the contrary are brought to the attention of the Building Official, as in the case of a leased sign.
6. For the purposes of removal, the definition of sign shall include all sign embellishments and structures designed specifically to support the sign.

7. Any off-premise sign structure lawfully erected and maintained within City limits or extraterritorial jurisdiction which has no copy, transcript, reproduction, model, likeness, image, advertisement or written material for a period of one year is hereby declared to be abandoned and in violation of this Chapter and as such shall be restored to use or removed by the owner or permit holder within 30 days. If the sign is not restored or removed within the 30-day time frame, the Building Official shall cause the removal of the abandoned off-premise sign structure.

J. Maintenance

The owner of a sign must:

1. Maintain all signs and keep them in good repair;
2. Keep all signs with painted or plastic faces free of fading, rusting, cracking, peeling, gaps and holes;
3. Repair or remove any sign that has more than 25 percent of its face damaged;
4. Repair or remove a sign in its entirety with broken or damaged sign faces;
5. Install blank sign faces on signs with faces removed due to vacancy of the building;
6. Remove sign poles with open metal frames;
7. Keep signs with paper or fabric faces free of tears, rips, fading and voids where part of the text or face is missing;
8. Keep ties or ropes that hold in place signs with fabric faces secure and taut with no loose or missing ties;
9. Maintain sign poles in a uniform and sound condition;
10. Repair or remove poles that are dented to the point where they are leaning out of plumb or have damage to the support or hangers;
11. Maintain sign poles free of rust, peeling or fading so that they are uniform in color;
12. Maintain flags, banners and pole banners free of tears, fading and rips; and
13. Remove flags, banners and pole banners when they become torn, faded or ripped.

K. Luminance

1. Electrical signs shall comply with the requirements set forth by the National Electrical Code and City ordinances.
2. A sign must not be illuminated with lights that:
 - a. Glare into or upon the surrounding area or any residential property; or
 - b. Distract operators of vehicles or pedestrians on the public right-of-way.
3. Digital signs must comply with the following restrictions:
 - a. The applicant shall provide written certification from the sign manufacturer that the light intensity has been factory pre-set not to exceed the levels specified below and that the intensity level is protected from end-user manipulation by password-protected software or other method as deemed appropriate by the Building Official.
 - b. Digital signs must be equipped with both a dimmer control and a photocell, which automatically adjusts the display's intensity according to natural ambient light conditions.
 - c. All digital signs shall be turned off or display a blank screen when malfunctioning.
- 4.

Electrical Sign Location	Maximum Luminance	Standards
-------------------------------------	------------------------------	------------------

Residential area	Less than 0.2 footcandles when measured at nearest residential property line; For digital signs, overall maximum luminance of 4500 nits during daytime and 500 nits at night	Must be turned completely off between midnight and 6am. May not change message more than every 5 seconds. Entire message must change within 1 second.
Commercial area	Less than 0.3 footcandles over ambient light levels read at 100 feet away; For digital signs, overall maximum luminance of 5000 nits during daytime and 1000 nits at night	May not change message more than once every 5 seconds. Entire message must change within 1 second.

Sec. 21-5. Prohibited Signs

The following signs are prohibited:

A. Abandoned Signs

The owner of a sign must remove any sign that is abandoned such that it has not been used for advertising for one year. A tarp on an abandoned sign for more than 30 days is prohibited.

B. Animated or Moving Signs

Signs or displays with flashing, blinking or traveling lights, or erratic or other moving parts, are prohibited, including searchlights, festoons, streamers, spectacular signs, or any sign which emits sound, odor, or visible matter. Electronic changeable copy signs must pause on each message for a minimum of 5 seconds, or scroll no faster than 10 feet per second.

C. Cardboard Signs

Signs made of cardboard are prohibited.

D. Flag Signs

Flags containing copy or logo, excluding the official flag of any country, state, city or school, are prohibited.

E. Glaringly Illuminated Signs

A sign must not have lights that glare into or upon the surrounding area or any residential premises or distract operators of vehicles or pedestrians on the public street right-of-way.

F. Handmade Signs

A sign made by hand that is not produced by a commercial sign-making establishment is prohibited.

G. Obscene Signs

Signs must not display gestures, graphics or words that are obscene, profane or pornographic in nature, including but not limited to any photographs, silhouettes, drawings; or explicit, literal, or implied verbal references to any specified activities or anatomical areas.

H. Obstructing Signs

A person may not erect, relocate or maintain a sign so as to prevent free ingress to or egress from any door, window or fire escape. A person may not attach a sign to a stand pipe or fire escape.

I. Off-Premise Signs

New off-premise signs are prohibited, including billboards.

J. Outdated Sign

A sign may not continue to advertise a business or project that has been out of business in excess of 90 days. A tarp on an outdated sign for more than 30 days is prohibited.

K. Portable Signs

Portable signs, trailer signs, and temporary freestanding signs are prohibited. In addition, a person may not convert a portable sign into a permanent sign.

L. Rooftop Signs

Signs painted on rooftops are prohibited.

M. Sign Creating a Traffic Hazard

A sign or other advertising structure must not:

1. Obstruct free and clear vision at any street intersection;
2. Interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device because of its position, shape or color;
3. Make use of the words "STOP", "LOOK", "DANGER" or any other word, phrase, symbol or character in a manner that interferes with, misleads or confuses traffic; or
4. Present a traffic hazard by using illumination resembling an emergency signal.

N. Signs In Landscape Buffers or Bufferyards

A sign may not be placed in any required landscape buffer or bufferyard.

O. Signs On or Over Public Property or Right-of-Way

1. A sign must not be erected so as to project into the public street right-of-way of any street or alley.
2. It is unlawful for any person to place a sign, except a governmental sign, on the premises of any public property, including but not limited to park land, median strips and public rights-of-way.
3. A person may not attach any sign, paper, material, paint, stencil or write any name, number (except house or street address numbers) or otherwise permanently mark on or obstruct any sidewalk, curb, gutter or street.
4. A person may not erect a sign over or in the public street right-of-way except for traffic control devices, street signs, directional signs, subdivision entry signs, real estate kiosks, or canopy signs in downtown that the City or State has not authorized.

P. Signs On Trailers or Vehicles

Signs placed on trailers or vehicles which are parked or located for the primary purpose of displaying said sign are prohibited. In contrast, see "Vehicular Sign" above.

Q. Snipe Signs

Snipe signs attached to trees, utility poles, public benches or streetlights are prohibited.

R. Unlisted Sign

Any sign not listed, classified or defined in this Chapter is prohibited.

S. Unsafe Signs

A sign must not constitute a hazard to safety or health by reason of inadequate design, construction, repair or maintenance.

Sec. 21-6. Signs Not Requiring Permits

The following signs do not require a Sign Permit; any sign listed below shall be erected and maintained in a safe condition in conformance with all applicable codes:

1. Public notice or warning that a valid and applicable federal, state or local law, regulation or ordinance requires;
2. Non-commercial signs carried by a person and not set or affixed to the ground, that in no way identify or advertise a company or business, or by their location and placement impede traffic safety;
3. Vehicular signs;
4. Construction, development or real estate signs, provided that such signs pertain to the premises upon which they are maintained and do not exceed 8 square feet in residential districts or 15 square feet in commercial districts;
5. Individual changes of advertising copy or message on any changeable copy sign;
6. Signs inside a building, not attached to a window or door, and not legible from a distance of more than five feet beyond the lot line of the property on which such sign is located;

7. Incidental signs;
8. Works of art that do not include a commercial message; and
9. Political signs of no more than 36 square feet in area or 8 feet in overall height and not illuminated, as provided in Texas Local Government Code, Chapter 216. If in extraterritorial jurisdiction, political signs may be no more than 50 square feet in area, made of lightweight material, and erected on private property no earlier than the 90th day prior to an election and removed no later than the 10th day after the election, as provided in Texas Transportation Code, Chapter 394.

Sec. 21-7. Sign Permit Application Contents

Application for a Sign Permit must be made upon a form that the Building Official provides and must contain the following information:

- A. Name, address and telephone number of the applicant and name and firm of person erecting sign;
- B. If applicant is not the owner of real property where sign is proposed to be erected, written consent of the property owner;
- C. Location of building, structure, address or legal lot and block to which or upon which the sign or other advertising structure is to be attached or erected;
- D. Type of sign or sign structure as defined in this Chapter, including materials, design and dimensions;
- E. Site plan, indicating street frontage, property lines, proposed and existing public street rights-of-way, location of sign on property, relationship of proposed sign to ingress and egress points and relationship of proposed sign to any other sign within 15 feet spacing of the proposed sign;
- F. Copy of stress diagrams or plans of structural supports containing information necessary for the Building Official to determine safety and structural integrity of sign;
 1. Footing details must be submitted with all applications for freestanding signs.
 2. Freestanding signs over 15 feet in height must have a foundation plan, stamped by a civil engineer currently registered in the State of Texas, showing that foundation will meet currently adopted IBC design loads. Freestanding signs under 15 feet in height may require the same, as determined by the Building Official.
- G. Indicate whether the sign will require electricity, and if so, obtain an electrical permit as required;
- H. Copy of Texas Department of Transportation approved permit if state law requires a state permit; and
- I. Such other information as the Building Official may require to show full compliance with this Chapter and all other City standards and applicable regulations.

Sec. 21-8. Permit Review and Action, Fees

The Building Official must review the submitted application and issue or deny the permit, in conformance with the following requirements:

- A. The official date of submission shall be the day the completed application with all required or necessary data has been properly prepared and filed with the Development Services department.
- B. The Building Official shall issue or deny a sign permit application within ten working days after the official date of submission.
- C. The Building Official shall approve a sign permit, if the proposed sign will be in compliance with the requirements of this Chapter and all other applicable city ordinances. Otherwise, the application shall be denied.
- D. If the Building Official approves the application, then the applicant shall pay the sign permit fee and electrical permit fee, as applicable, before the Sign Permit will be issued. Sign permit fees shall be as provided in such resolutions as may be adopted by the City Council and all such resolutions shall be

continued in full force and effect as the same may be amended from time to time. Said resolutions shall be on file in the office of the City Secretary.

E. If the Building Official denies the application, he or she shall state in writing the specific reasons for denial.

F. The Building Official shall give written notice to the applicant of his or her decision regarding the application and of the applicant's right to appeal the decision as provided in this Chapter. Notice shall be given by hand-delivery, United States mail, or an electronic mail delivery to the postal or electronic mail address shown on the application.

Sec. 21-9. Sign Measurement Standards

The following principles control the measurement of sign area, sign height and sign setback.

A. Sign Area

1. The area of a sign includes all lettering, wording, designs and symbols, together with the background, whether open or enclosed, on which they are displayed. The area of uprights, bracings and other structures supporting a sign may be omitted in measuring the area of the sign unless such upright or bracing consists of a corporate logo, is made part of the message, face or border of the sign or is otherwise designed or used to attract the attention of the public.
2. Where a sign consists of individual letters, words or symbols attached to a surface (such as a wall), the sign area is deemed to be the sum of the area of one or more rectangles which each encompass an individual letter, word or symbol, exclusive of supports.
3. The area for a sign with more than one face is measured by adding together the area of all sign faces, except where the angle at which the two sign faces are placed does not exceed 60 degrees or where the sign faces are parallel and not more than 12 inches apart.

B. Sign Height

The height of a sign is measured as the distance from the base of the sign at finished grade to the top of the highest attached component of the sign. Finished grade is the newly established grade after construction, exclusive of any filling, berming, mounding or excavating solely for the purpose of locating the sign.

C. Sign Setback

The setback of a sign is measured as the shortest distance from each street curb or edge of pavement to the leading edge of the sign. No sign is allowed in a landscape buffer or bufferyard.

Sec. 21-10. Number of Signs

- A. A maximum of three types of signs and a maximum of 6 individual signs (including banners) may be used per business at a time with a business property frontage of less than 200 feet.
- B. A maximum of four types of signs and a maximum of 9 individual signs (including banners) may be used per business at a time with a business frontage of 200 feet or more.
- C. Specific standards for the number of permitted freestanding signs are set forth below.

Sec. 21-11. Standards According to Sign Type

The standards applicable to each permitted sign type are set forth in the table below. Signs listed in the table must be on-premise signs.

Sign Type	Max. Area	Permit Req'd?	Time Limit	Standards
Apartment/Condominium/ Manufactured Home Park Identification Signs	60sf	Yes	-	One per entrance; maximum of 2 per property.
Awning Signs	30% of awning surface area	Yes	-	One per occupancy frontage.
Banners (temporary)	See Freestanding below	Yes	2 weeks per permit	Maximum of 4 permits per occupancy per year. Must follow setback and height restrictions listed in freestanding requirements below.
Canopy Signs	60sf	Yes	-	Must not stand more than 6 feet above canopy and may not project from façade more than 8 feet horizontally. Must maintain 8 feet of clearance above street or sidewalk. Canopies or canopy signs in historic downtown area may require License to Encroach.
Changeable Copy Signs (Digital or Manual)	50% total sign area	Yes	-	See "Luminance" above.
Community Event Signs	144sf	Yes	2 weeks per permit	Local events only. Application must be made to Public Utilities Department at least 2 weeks before requested hanging date. See respective application for banner specifications.
Corporate Flags	-	No	-	For single-tenant buildings on a lot or tract of 2 acres or more.
Development / Construction / Financing Signs (temporary)	100sf each	No	6 months	Maximum of 3 per property frontage. Time limit may be extended until original developer's sales are substantially complete. Shall not remain on site if building permit expires. Must have phone number of responsible party placed in a conspicuous location on sign.
Directional Signs	3sf	Yes	-	Maximum height of 4 feet from the ground. Must be setback at least 4 feet from property line. For high traffic volume businesses, requests for off-premise directional signage may be made in writing to Public Utilities Department, with final consideration of location and size of sign by City Council.
Fence Signs	See freestanding below	Yes	-	Replaces freestanding signage. Must be on-premise.

Freestanding Signs	See below	Yes	-	One per property frontage; all secondary freestanding signs (after main freestanding sign) must follow "Monument Signs" below. See below for maximum heights.
Fuel Price Signs	16sf	No	-	Must be inspected under an electrical permit.
Handheld Signs (commercial)	10sf	Yes	3 days per permit	Must not touch the ground in any fashion. Must be displayed on premises of advertised enterprise. Maximum of 4 permits per occupancy per year.
Home Occupation Signs	1sf	Yes	-	Approved home occupation enterprise required. Must be non-illuminated and mounted flat against façade of residence.
Incidental Signs	1sf each	No	-	For displaying hours of service or types of services offered on site; includes small electrical signs, such as "open." May not cover more than 75% of window.
Inflatable Devices (temporary)	-	Yes	1 week per permit	Maximum height of 15 feet. May not "dance" or move in any way. Maximum of 4 permits per occupancy per year.
Monument Signs	60sf in residential districts; 100sf in commercial districts	Yes	-	Maximum height of 5 feet from the ground.
Non-Commercial Signs	36sf / 50sf	No	-	See "Signs Not Requiring Permits" above. Non-commercial signs made of temporary materials are considered to be temporary signs, including bandit signs.
Official City / State / U.S. Flags	-	No	-	Flagpole may require building permit.
Pole Banners	12sf	No	-	Allowed for school or governmental use only.
Projecting Signs	1sf per each 2 linear feet of property frontage; Overall maximum of 100sf	Yes	-	Replaces wall sign or freestanding sign. May not extend above roof line of building. See additional regulations for Downtown district below.

Real Estate Signs (temporary)	8sf in residential districts; 16sf in commercial districts	No	While property is being actively marketed	One per property frontage. May not be illuminated. Ongoing rental or lease of individual units on multi-family properties is not considered temporary.
Renovation Signs (temporary)	16sf	No	Until C.O. issued or work complete	One per property frontage. May not be illuminated.
Roof Signs	1sf per each 2 linear foot of property frontage; Overall maximum of 100sf	Yes	-	Replaces freestanding sign. May not extend beyond building wall. Must be at least 6 feet above roof deck and have 5 feet horizontal distance between supports. May be located on roof edge if covers less than 50% of that edge. Maximum height of 24 feet above the roof deck. May require engineer's analysis.
Sexual Business Signs	50sf	Yes	-	For any enterprise defined in Section 16-11(a). Must be rectangular in shape. May only contain enterprise name and/or one of the following phrases: "Adult bookstore," "adult movie theater," "adult lounge, parlor or cabaret," "adult novelties," "adult entertainment," "adult modeling studio," "adult video." See also Obscene Signs, above.
Under Canopy Signs	20sf	Yes	-	One per facade. Must have 8 feet clearance above street or sidewalk.
Wall Signs	1sf per each 1 linear foot of occupancy frontage; 100sf max. each	Yes	-	Retail stores with over 100 feet of frontage may distribute the total allowable wall sign area among multiple wall signs. See additional regulations for Downtown district below.
Window Signs	75% of each window, In B-3, 25% of each window	No	-	Must not obstruct view of store clerk from exterior.

Sec. 21-12. Freestanding (Pole or Ground) Signs

A. Maximum Height and Area

1. Freestanding signs must conform to the maximum areas indicated in the table below.

Property Frontage (feet)	Maximum Area (square feet)
0 to 50	25
51 to 100	50

101 to 150	75
151 to 200	100
201 to 250	125
251 to 300	150
301 to 350	175
351 to 400	200
401 to 450	225
451 to 500	250
501 to 550	275
551 and over	300

2. The maximum height of a freestanding sign is determined by measuring the distance from the closest point of the sign to the curb or pavement edge and dividing this distance by two.
3. Freestanding signs must not exceed a height of greater than 24 feet above the level of the street upon which the sign faces, or above the adjoining ground level, if such ground level is above the street level. Along four-lane divided, limited access highway lanes, the limit is 36 feet overall height. In no instance, including variance requests, shall a freestanding sign exceed 48 feet in overall height.
4. Freestanding signs placed at the intersection of two streets must have a minimum clearance of 7 feet above street level, or be placed further back from the intersection so as to not create a traffic visibility hazard.
5. Freestanding signs must not exceed 100 square feet in area for any one business entity.
6. The maximum area for a group sign, such as at a shopping center, is 300 square feet. See below.

B. Minimum Setback

A freestanding sign has a minimum setback of 8 feet from the street curb or pavement edge, provided that no part of the sign is placed in or extends into the right-of-way.

C. Minimum Separation

A freestanding sign must not be nearer than ten feet to any other sign, building or structure measured from the sign building or structure to the leading edge of the sign.

D. Maximum Number Allowed

One freestanding sign is allowed per lot or tract. A lot or tract located at a street intersection is allowed one additional freestanding sign on the additional frontage using the table above, but not to exceed 5 feet in height.

E. Multiple Businesses, Services, Tenants

Buildings housing multiple businesses are encouraged to use a theme for signage. A 20 percent increase in wall sign area is allowed for centers where every business uses a common channel lettering style and/or color, or every business uses a common color theme on cabinet wall signage. A freestanding sign advertising a center with multiple businesses may also receive a 20 percent increase in overall area, if the business logos it contains are color-themed with not more than 2 colors plus white and/or black. The maximum area for a group sign is 300 square feet.

F. Alternate Signage Plan

If the provisions in the subsection above do not satisfactorily meet the applicant's needs, the Board of Adjustments may review a Variance request for an Alternate Signage Plan that meets the unique advertising needs of the site, business, service or tenant and, at the same time, carries out the intent of this ordinance to balance on site advertising needs with community appearance.

The Alternate Signage Plan shall be prepared in accordance with the design principles set forth below and shall clearly detail the modifications being requested from the provisions of this Chapter and how they enhance the design principles.

A. Design Principles

To qualify for consideration, an Alternate Signage Plan shall demonstrate compliance with one or more the following principles:

1. Innovative use of materials and design techniques in response to unique characteristics of the specific site;
2. Placement of sign to preserve or incorporate existing landscape features or vegetation;
3. Integration of architectural features;
4. Integration of pedestrian-oriented signage;
5. Consistency with special planning or design studies; or
6. Preservation of historic signs based on the following criteria:
 - a. signs 40 years or older;
 - b. signs which are particular unique in character, design, or history; or
 - c. signs that are part of the historic character of a building, business, or district.

B. Allowable Modifications to Standards

Subject to approval, an Alternate Signage Plan may provide for the following modifications to the standards of this Chapter:

1. Transfer up to 20 percent of the total sign area allowed for building mounted signs to another sign type;
2. Decrease the minimum separation required for signs within properties under common ownership;
3. Transfer freestanding sign area to building mounted signs;

Sec. 21-13. Wall Signs

A. Location and area

1. Wall signs may not exceed one square foot of area for each linear foot of occupancy building frontage onto a street.
2. A single wall sign may not exceed 100 square feet in area.
3. Retail stores with over 100 feet of frontage may distribute the total allowable wall sign area among multiple wall signs, not to exceed the total number of allowed signs per occupancy above.
4. A wall sign must not cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.
5. A wall sign must not extend more than twelve inches beyond the building face to which it is attached or six inches beyond the building setback line.

Sec. 21-14. Permitted Signs by District

This Section refers to zoning districts defined and delineated in the City of Brenham's Zoning Ordinance. The Zoning Ordinance and maps of the zoning districts are on file with the Zoning Administrator.

For the purposes of Sign Permits, zoning districts are further organized as follows:

- A. "Multi-family" means any property in the City or its extraterritorial jurisdiction containing a multi-family use, as defined by the Zoning Ordinance, regardless of actual zoning classification in the City.

B. "Residential" means any property in City or its extraterritorial jurisdiction containing a single-family or duplex use, as defined by the Zoning Ordinance, regardless of actual zoning classification in the City. This includes properties zoned B1 with no operating commercial use.

C. "Highway" means any property in the City zoned B2 or I with 100 feet or more of frontage on a four-lane divided highway. In the extraterritorial jurisdiction, this means any property with 100 feet or more of frontage on a four-lane divided highway.

D. "Commercial" means any property in the City zoned B1 with an operating commercial use or any property zoned B2 or I without highway frontage as described above. In the extraterritorial jurisdiction, this means any property without highway frontage described above.

E. "Downtown" means any property zoned B3.

F. "Planned Development" means any property governed by a specific Planned Development District ordinance, as defined by the Zoning Ordinance.

G.

An "x" indicates an allowed sign.

An "" indicates special conditions listed below.*

	Multi-family	Residential	Highway	Commercial	Downtown	Planned Developm't
Apartment/Condominium/Manufactured Home Park Identification Signs	X	X				*
Awning Signs	X		X	X	X	*
Banners (temporary)	X		X	X	X	X
Canopy Signs			X	X	X	*
Changeable Copy Signs (Digital or Manual)	X	X	X	X	*	*
Community Event Signs	*	*	*	*	*	*
Corporate Flags			X	X		*
Development / Construction / Financing Signs (temporary)	X	X	X	X	X	X
Directional Signs	X		X	X	X	X
Fence Signs	*	*	X	X		*
Freestanding Signs	*	*	X	X		*
Fuel Price Signs			X	X		*
Handheld Signs (Commercial)			X	X	X	*
Home Occupation Signs	X	X				*
Incidental Signs			X	X	X	X
Inflatable Devices (temporary)			X	X	X	X
Monument Signs	*	*	X	X		*
Non-Commercial Signs	X	X	X	X	X	X
Official City / State / U.S. Flags	X	X	X	X	X	X

Pole Banners	*	*	*	*	*	*
Projecting Signs			X	X	X	*
Real Estate Signs (temporary)	X	X	X	X	X	X
Renovation Signs (temporary)	X	X	X	X	X	X
Roof Signs			X	X		*
Sexual Business Signs			*	*		*
Under Canopy Signs			X	X	X	*
Wall Signs			X	X	X	*
Window Signs			X	X	X	X

1. Signage in Planned Development Districts (PD) is largely determined by the specific provisions of the rezoning ordinance governing the affected area.
2. Freestanding Signs, Monument Signs and Fence Signs are allowed in residential districts for permissible non-residential uses only, such as religious institutions and schools.
3. Community Event Sign locations determined by Public Utilities Department.
4. Pole banners for governmental or school use only.
5. Signs in Downtown subject to other regulations, see below.

H. The Downtown district is also subject to the following regulations:

1. No new cabinet signs with plastic faces.
2. No new digital changeable copy signs.
3. Signage may cover no more than 30% of each building façade.
4. No more than 2 attached signs per building entrance.
5. Window signs may cover no more than 25% of each window, with letters no taller than 12 inches.
6. Awning signs may have letters no taller than 8 inches.
7. Wall signs placed below 10 feet elevation may be no larger than 1 square foot of sign area per each 5 feet of building façade length. Lettering may be no taller than 12 inches.
8. Wall signs placed above 10 feet elevation may be no larger than 2 square feet of sign area per each 5 feet of building façade length. Lettering may be no taller than 18 inches.

Sec. 21-15. Nonconforming Signs

A. Lawful nonconforming signs which existed prior to the adoption of this Chapter may continue in use for the remainder of their structurally useful economic life. Such signs may not be re-erected, reconstructed or rebuilt, except in full compliance and conformance with this Chapter.

B. The provisions for the extended use of nonconforming signs will terminate when the business entity no longer exists at the location.

C. Maintenance operations may be performed on the sign. For the purposes of this Section, “maintenance operations” means the process of keeping a sign in good repair. Maintenance operations include: (1) cleaning; (2) painting; (3) repair of parts with like materials in a manner that does not alter the basic design or structure of the sign, provided that the cost of all repairs performed during any consecutive 365-day period is not more than 60 percent of the cost of erecting a new sign of the same type at the same location; (4) replacement of parts with like materials in a manner that does not alter the basic design or structure of the sign, provided that the cost of all replacement of parts performed

during any consecutive 365-day period is not more than 60 percent of the cost of erecting a new sign of the same type in the same location. The 365-day period limitation shall not apply to a sign that has been blown down or otherwise destroyed. Examples of actions that are not maintenance operations and therefore prohibited include, without limitation: (1) converting a sign from a multiple pole structure to a monopole structure; (2) replacing wooden components with metal components; (3) increasing the area or height of a sign; (4) adding illumination to a non-illuminated sign; (5) adding additional display faces; (6) converting a sign to utilize animated display or moveable copy technology, or (7) updating the technology in an already existing animated display or moveable copy sign. If a sign is dismantled for any purpose other than an alteration or maintenance operation permitted hereunder, the sign may not be altered, reconstructed, repaired or replaced, and the owner shall remove the sign or bring it into compliance with this Chapter and all other applicable ordinances.

D. Off-premise commercial signs and billboards within the City's extraterritorial jurisdiction that are in compliance with Texas Transportation Code, Chapter 394 at the date of enactment of this ordinance shall be permitted in accordance with said Transportation Code.

Sec. 21-16. Municipal Board of Sign Control

If the City requires the relocation, reconstruction or removal of a sign, conforming or otherwise, within its corporate limits or its extraterritorial jurisdiction, the Mayor shall appoint a Municipal Board of Sign Control pursuant to Chapter 216 of the Local Government Code to determine the amount of compensation, if any, the owner of the sign is entitled to relocate, reconstruct or remove the sign. Prior to such determination, the owner of the sign shall be given the opportunity for a hearing before the Municipal Board of Sign Control about the issues involved.

Sec. 21-17. Variances

A. The Board of Adjustments has the power to grant variances to sign or setback regulations where all three of the following criteria are proved by the applicant:

1. Unique and special circumstances exist on the land in question and are not found on other lands in the district;
2. Hardship would result from the action of the City. Hardship in general means that all lawful economic use of the land would be lost if the regulation were applied, and cannot be self-created by the present or prior owners. It does not include loss of anticipated revenue which might be or is being realized by violation of this Chapter, or the comparative cost of compliance versus noncompliance.
3. The public interest will not be adversely affected by the variance sought.

B. The Board of Adjustments has the power to grant approval of Alternate Signage Plans. Alternate Signage Plans must conform to the criteria outlined in the "Alternate Signage Plan" subsection of this Chapter.

C. A Variance or Alternate Signage Plan, if approved, will expire one year after the date of approval by the Board.

Sec. 21-18. Appeal of Staff Interpretation

A. Any person may appeal a decision or order of the Building Official to the Board of Adjustments on the grounds that the decision misconstrues or wrongly interprets this Chapter, by filing a written notice of appeal with the Development Services department within 30 calendar days after the decision or order. An appeal stays the action unless there exists imminent peril to life or property.

B. In considering an appeal from a decision or order of the Building Official, made in the enforcement of this Chapter, the sole issue before the Board of Adjustments shall be whether the Building Official erred in his or her interpretation and/or application of the requirements of this Chapter and all other applicable City ordinances. The board shall consider the same standards that the Building Official was required to consider in making the decision.

Sec. 21-19. Violations and Penalties

Any person, firm, corporation or entity who shall violate any provision of this Chapter shall be guilty of a misdemeanor and shall, upon conviction thereof, be punished by a fine of not more than \$1000 for each violation. Each day in which any violation shall occur shall constitute a separate offense. Both the owner or operator of the sign and the owner of the property are charged with separate violations each day. The City Attorney is hereby authorized to take all action, both legal and equitable, necessary to assure compliance with this Chapter, upon prior approval of the City Council.

Chapter 21

SIGNS*

* **Editors Note:** Since Ord. of April 23, 1981, §§ 1--12, enacted provisions which did not specifically amend the Code, codification of said provisions as Ch. 21, §§ 21-1--21-12, has been at the editor's discretion.

Cross References: Buildings and structures, Ch. 6; zoning, App. A.

Sec. 21-1. Short title.

This chapter shall be known as the "Sign Ordinance of the City of Brenham."
(Ord. of 4-23-81, § 1)

Sec. 21-2. Purpose and scope.

The purpose of this chapter is to provide minimum standards to safeguard life, health, property, and public welfare by regulating and controlling the quality of materials, construction, illumination, installation, and maintenance of all signs and sign structures, to avoid unusual clutter, to preserve and improve the appearance of the community, and to avoid traffic problems caused by distracting signs or structures. The chapter relates to all outdoor signs in the city and its extraterritorial jurisdiction.
(Ord. of 4-23-81, § 2; Ord. of 12-3-98, § 1)

Sec. 21-3. Definitions.

For the purpose of the chapter, the following definitions shall apply:

Billboard. A sign advertising goods or services not available on the premises where the sign is located. Billboards are not permitted anywhere in the city.

Building code. The building code is the latest edition of the Standard Building Code published by the Building Code Congress.

Building official. The administrative officer charged with enforcement of the building code, zoning ordinance, and sign ordinance, and/or his agents or inspectors acting on his behalf.

Building plot. A separately owned piece of property (under one ownership) upon which a building or buildings may be situated and which may be subdivided only by sale by approved plat.

District (zoning district). Those districts established by the zoning ordinance and zoning map regulating the uses of land in each district.

Electric sign. Any sign containing electric wiring which has characters, letters, figures, designs, faces, backgrounds, or outlines illuminated by incandescent or fluorescent lamps or luminous tubes as part of the sign proper.

Home occupation. An enterprise which may be conducted in a residential district under the provisions of section 6 in the zoning ordinance.

Noncombustible. Incapable of supporting progressive combustion. Does not include fire-retardant-treated wood.

Nonconforming use. A sign use, land use, or a structure which existed prior to the passage of any regulation prohibiting it, or which existed prior to annexation.

Off-premises commercial sign means a sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located. Off-premises commercial signs are prohibited in the City of Brenham.

Ordinary minor repairs. Replacement of faces, repainting, copy change or change of panels obviously designed to be readily replaceable without structural alteration.

Outdoor advertising display. Any mark, copy, structure, advice or merchandise whose principal purpose in use is to attract the public attention. (Defined at length in the building code.)

Planning and zoning board. An appointed board whose purpose is to hear appeals from decisions of the building official in enforcement of the zoning ordinance, building code, and sign ordinance, to authorize extension of nonconforming uses or require their abatement, or to grant variances.

Public easement. Any easement upon which the general public has the right of access and does not include easements for special purposes such as utilities or drainage.

Public street. Any public right-of-way from property line to property line and not limited only to the main traveled way.

Sign. This term shall mean and include every sign billboard, ground sign, roof sign, wall sign, projection sign, temporary sign, portable sign, and marquee, and shall include any announcement, declaration, demonstration, display illustration or insignia used to advertise or promote the interests of any person or corporation when the same is placed out-of-doors in view of the general public.

Spectacular sign. An outdoor advertising display with flashing or perceptible moving parts.

Temporary sign ("For Sale" sign). A sign pertaining to the sale or lease of rental property, located on the property offered and whose term of use expires upon the sale or lease of the property.

Traffic directional sign. A sign required for the sole purpose of enhancing traffic flow.
(Ord. of 4-23-81, § 3; Ord. of 12-3-98, § 1)

Sec. 21-4. Permits; alteration and maintenance of signs.

(a) *Permits required; application; fee.*

(1) No sign shall hereafter be erected, relocated, constructed, altered or renewed, except as provided by this article and a permit for the same has been issued by the building official.

(2) Application for a building permit shall be made in writing upon forms furnished by the building official. Such application shall contain the location by street and number of the proposed sign as well as the name and address of the owner and the sign contractor or erector. The building official may require the filing of plans or other pertinent information such as the method of construction, the method of installation or support, etc.

(3) A sign permit fee shall be paid to the building official for each permit in accordance with the following schedule:

Cost	Fee
\$ 0.00 to 500.00	\$ 5.00
500.00 to 2,000.00	10.00
Over \$2,000	10.00 plus \$3.00 for each additional thousand or fraction thereof.

(b) *Exemptions.*

(1) A permit is not required for a ground temporary "for sale" or "for rent" sign which advertises either the sale or rental of the premises upon which it is maintained and does not exceed eight (8) square feet of display surface in residential districts and fifteen (15) square feet in business districts. This exemption shall apply only to the requirements of the permit and shall not be construed as relieving the owner of the sign from the responsibility for its erection and maintenance in a safe condition.

(2) No permit shall be required to change the advertising copy or message on a painted, printed or changeable-letter sign. Painting, repainting, cleaning or repair maintenance shall not be considered an erection or alteration which requires a permit unless a structural change is made.

(3) No permit will be required for portable signs which are less than ten (10) square feet in area and extend no higher than forty-eight (48) inches above sidewalk or curb level.

(c) *Alterations.*

A sign which was erected before the adoption of these requirements shall not be rebuilt, relocated, nor altered without conforming to the requirements of this code.

(d) *Maintenance.*

The building official shall require the proper maintenance of all signs. All signs together with all of their supports, braces, guys, and anchors shall be kept in repair and in proper state of preservation. The display surfaces of all signs shall be kept neatly painted

or posted at all times. The building official may order the removal of any sign that is not maintained.

(Ord. of 4-23-81, § 4)

Sec. 21-5. Obligations of the permit holder.

The holder of a building permit is required to affirm that he understands the regulations concerning signs and intends to abide by them. Permits issued in error which show work not allowed by this chapter do not stay the building official from requiring compliance when the error is discovered.

(Ord. of 4-23-81, § 5)

Sec. 21-6. Nonconforming uses.

(a) Signs which lawfully existed prior to adoption of this chapter may continue in use for the remainder of their structurally useful economic life. They may not be structurally altered or rebuilt unless the modifications result in conformity with the present ordinances. (Spectacular signs do not come under nonconforming use and must be specially permitted if in existence at the time of adoption of this chapter.)

(b) The provisions for the extended use of nonconforming signs, as defined in this section, will terminate when the business entity no longer exists at the location.

(c) Copy change, preventive maintenance or replacement of panels designed to be readily changeable are not considered structural modifications.

(Ord. of 4-23-81, § 6; Ord. of 7-23-84, § 1)

Sec. 21-7. Variances.

The board of adjustments and appeals has the power to grant variances to sign or setback regulations where all three (3) of the following criteria are proved by the applicant:

- (1) Unique and special circumstances exist on the land in question and are not found on other lands in the district;
- (2) Hardship would result from the action of the city. Hardship in general means that all lawful economic use of the land would be lost if the regulation were applied, and cannot be self-created by the present or prior owners. It does not include loss of anticipated revenue which might be or is being realized by violation of this chapter, or the comparative cost of compliance versus noncompliance.

- (3) The public interest will not be adversely affected by the variance sought.

(Ord. of 4-23-81, § 8; Ord. of 7-23-84, § 1)

Sec. 21-8. Relation to other codes or ordinances.

Electrical code.

- (1) Electrically lighted or activated signs require no inspection at the point of manufacture or for repairs or alterations to internal wiring of the sign itself. However, any sign found to be internally unsafe will be required to be corrected.
- (2) All electrical supply to the point of connection at the sign must be installed by an electrician licensed by the city.

(Ord. of 4-23-81, § 10)

Cross References: Electrical regulations, § 6-20 et seq.; adoption of electrical code, § 6-42.

Sec. 21-9. Regulation by type of sign.

(a) Ground signs:

- (1) Ground signs shall not be placed so that any part of the sign is nearer to the back of curb, (or pavement edge) than eight (8) feet, and no part of the sign may extend into the right-of-way.
- (2) Signs erected at the intersection of two (2) streets shall not create a traffic hazard by obstructing the view of drivers. The guidelines would be to have the sign seven (7) feet above street level, or to be far enough from the intersection of the streets that it did not obstruct the view of drivers.
- (3) Ground signs are limited to area to one square foot of sign for each two (2) feet of frontage on public streets, with a maximum of one hundred (100) square feet of area for any sign (or signs) related to one business entity.
- (4) In multiple business areas, such as shopping malls or strip centers where a common sign base is used for several businesses, the aggregate sign surface shall not exceed one square foot for each two (2) feet of public street frontage or three hundred (300) square feet, whichever is smaller.
- (5) If ground signs are erected in a shopping mall or strip center that are separate from the common sign discussed above, the sign area shall be limited by the frontage of the business entity and/or entities erecting the separate sign.
- (6) Ground signs are limited in height to twenty-four (24) feet except along four-lane divided, limited access, highway where the limit is forty-eight (48) feet in height.

(b) Roof signs:

- (1) Roof signs are outdoor advertising displays erected, constructed, or maintained above the roof of any building.
- (2) Roof signs are not permitted in any residential district.
- (3) Refer to the building code for complete construction details.
- (4) A roof sign may not extend beyond the wall of the building. Roof signs must be at least six (6) feet above the roof deck to the bottom edge and must have at least five (5) feet horizontal distance between supports.

- (5) A roof sign may be located on the roof edge if it covers less than fifty (50) per cent of the edge upon which it faces.
- (6) A roof sign must be entirely noncombustible and may not exceed twenty-four (24) feet above the roof deck. A registered professional engineer's analysis of the sign or roof structure may be required where it appears warranted.
- (c) *Wall signs:*
 - (1) Wall signs are outdoor advertising displays attached or affixed to the wall of any building, when such sign shall project not more than twelve (12) inches from the building.
 - (2) Wall signs are not permitted in single-family residential districts.
 - (3) Refer to the building code for complete construction details.
 - (4) Wall signs must be constructed of noncombustible materials, including the face, except where they are attached to a combustible wall surface. In that case they may be faced with the same material with which the wall is faced.
- (d) *Projection signs:*
 - (1) Projection signs are outdoor advertising displays which are affixed to any building wall or structure and extend beyond the building wall or structure more than twelve (12) inches.
 - (2) Projection signs are prohibited in all residential districts. A projecting sign may not extend above the roof line in any district.
 - (3) Refer to the building code for complete construction details.
- (e) *Marquee signs:*
 - (1) Marquee signs are prohibited in all residential districts.
 - (2) Refer to the building code for complete construction details.
 - (3) Marquee signs must be constructed entirely of metal or approved plastic faces and must be at least eight (8) feet above grade or sidewalk level and not more than six (6) feet above the marquee. They may not exceed eight (8) feet in the vertical dimension in any case.
- (f) *Portable signs:*
 - (1) Portable signs are signs which are not attached to the ground or to a structure and are readily moveable.

- (2) Portable signs are permitted only in business districts.
- (3) Portable signs shall not be placed so that any part is nearer to a street right-of-way than eight (8) feet back of curb and shall not be placed in a triangle formed by the intersection of two (2) rights-of-way and a line joining points twenty-four (24) feet back from the point of intersection.
- (4) Portable signs shall not have flashing lights nor shall any red or green light bulbs be allowed on portable signs located closer than twenty (20) feet to curblane or pavement edge.
- (g) *Spectacular signs.* Spectacular signs are prohibited in all districts.

(h) *Signs for sexual businesses.* It shall be unlawful for the owner or operator of any enterprise, as defined and regulated in section 16-11(a), or any other person to erect, construct or maintain any sign for the enterprise other than one attached sign as defined in this chapter and further restricted as follows. In addition, this one attached sign shall not contain any flashing lights or moving parts, shall be rectangular in shape and shall not exceed fifty (50) square feet in area. It shall contain no photographs, silhouettes, drawings or pictorial representations of any manner and shall not advertise either graphically or verbally, either by explicit or literal expression, connotation or implied reference, any specified sexual activities or specified anatomical areas. The sign may contain only the name of the enterprise and/or one or more of the following phrases: "Adult bookstore," "adult movie theater," "adult lounge, parlor or cabaret," "adult novelties," "adult entertainment," "adult modeling studio," "adult video."

(i) *Off-Premise directional signage.* Off-premise directional signage for businesses or industries may be requested for those businesses or industries that have a high volume of traffic that is generated from delivery vehicles, tourist traffic or a combination thereof. Requests for directional signage shall be made in writing to the department of public works. Final consideration to allow the directional signage at the proposed location will be addressed by the city council.

(Ord. of 4-23-81, § 11; Ord. of 7-23-84, § 1; Ord. of 12-2-93, § III; Ord. of 8-21-03, § 1)

Cross References: Buildings code adopted, § 6-1; fire protection and prevention, Ch. 8.

Sec. 21-10. Regulations by zoning districts.

- (a) *Single-family residential districts:*
 - (1) Temporary "for sale" or "for rent" signs up to eight (8) square feet in area may be placed on the premises advertised. No permit is required.
 - (2) Development ground signs up to three hundred (300) square feet may be permitted for up to six (6) months and extend until such time as the original developer's sales are substantially complete.
 - (3) Spectacular signs are not permitted.
- (b) *Multifamily residential districts:*
 - (1) Wall signs may be placed in multifamily districts.
 - (2) Spectacular signs are not permitted.

- (3) Temporary "for sale" or "for rent" signs up to eight (8) square feet in area may be placed without permit or modification of use permit, but such signs pertaining to the on-going rental or lease of individual units are not considered temporary signs in this context.

(c) *Business district:*

- (1) All signs except spectacular signs are permitted in the business district.
- (2) Temporary "for sale" signs up to fifteen (15) square feet may be placed without a permit. Signs may exceed the fifteen-foot limit if they meet all requirements for permanent signs in the district and a permit is issued.

(d) *Industrial district.* All signs except spectacular signs are permitted in industrial districts. Temporary "for sale" signs up to fifteen (15) square feet may be placed without a permit. Signs in excess of fifteen (15) square feet may be permitted if they meet all requirements for permanent signs in the district and a permit is issued.

(e) *Signs within the extraterritorial jurisdiction.* The City of Brenham's sign ordinance shall apply to signs within the city's extraterritorial jurisdiction. Off-premises commercial signs and billboards shall be prohibited within the extraterritorial jurisdiction of the City of Brenham, Texas. All signs which are in compliance with Texas Transportation Code, chapter 394 at the date of enactment of this ordinance shall be permitted in accordance with said Transportation Code.

(Ord. of 4-23-81, § 12; Ord. of 12-3-98, § 1)

Cross References: Zoning, App. A.

Sec. 21-11. Appeals.

(a) Any person aggrieved by any decision or order of the building official in enforcement of this chapter may appeal to the board of adjustments and appeals by filing a written notice of appeal with the city manager within thirty (30) days of the action appealed from. An appeal stays the action unless there exists imminent peril to life or property.

(b) Appeals to the building code and zoning ordinance may be made in a similar fashion.
(Ord. of 4-23-81, § 9; Ord. of 7-23-84, § 1)

Sec. 21-12. Violations and penalties.

(a) When a violation is reported or found, the owner and/or manager of the sign and of the property will be notified by the building official and required to correct the situation within a stated, reasonable time. The time allowed will be based upon that work, if any, which must be done to correct the violation.

(b) If the corrections are made within the time stated, no charges will be filed other than one charge of failure to obtain a building permit if this is applicable. Otherwise, charges will be filed each following day until such time as the problem is corrected or all of the cases filed have been dismissed by the municipal court.

(c) Conviction of violation of the "Sign Ordinance" is punishable by a fine from twenty-five dollars

(\$25.00) to two hundred dollars (\$200.00) for each day that the violation is allowed to continue. Both the owner or operator of the sign and the owner of the property are charged with separate violations each day.
(Ord. of 4-23-81, § 7)



AGENDA ITEM 6

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 13, 2013	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Jennifer Eckermann	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Recommendation from the Main Street Board Asking for 2013 Swirl Net Revenue of \$12,250 Be Transferred to Downtown Donations Fund with \$10,000 to be Designated for Funding of Incentive Grant Policy.		
SUMMARY STATEMENT: Main Street Board Chair Traci Pyle will be at the September 19 Council meeting to ask for Council approval of transferring the 2013 Uptown Swirl net revenue of \$12,250 to the Main Street Donations Fund, with \$10,000 to be Designated for funding of the new Incentive Grant Policy.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Swirl Revenue and Expenses from 2012 and 2013; (2) Detailed 2012 Swirl Revenue and Expenses Report; and (3) Detailed 2013 Swirl Revenue and Expenses Report		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve the recommendation from the Main Street Board asking for 2013 Swirl net revenue of \$12,250 be transferred to downtown donations fund with \$10,000 to be designated for funding of Incentive Grant Policy.		
APPROVALS: Terry K. Roberts		

Uptown Swirl Revenues and Expenses					
Hot Nights Cool Tunes Concert Series		Actual FY11-12	Actual FY12-13	Proposed FY13-14*	
General Fund Revenues					
Sponsorships	\$ -	\$ 4,700	\$ 4,700	\$ 4,700	
Ticket Sales	6,688	17,595	17,595	18,500	
Wine Contributions	-	1,467	1,467	-	
Total General Fund Revenues	\$ 6,688	\$ 23,762	\$ 23,762	\$ 23,200	
Direct Expenditures					
Wine Glasses and Bags	\$ 927	\$ 2,694	\$ 2,400	\$ 2,400	
Wine	-	6,162	6,000	6,000	
Advertising	2,027	1,471	1,200	1,200	
Other	611	1,181	400	400	
Total Direct Expenditures	\$ 3,565	\$ 11,508	\$ 10,000	\$ 10,000	
Net Revenues	\$ 3,123	\$ 12,254	\$ 13,200	\$ 13,200	
* Breakdown of individual line items is an assumption based on prior year history.					

Uptown Swirl 2012 Revenues and Expenses

REVENUE:

TICKET SALES (NET OF SALES TAX)

01/19/2012 Event Sales	4,334.53
02/23/2013 Event Sales	345.37
03/02/2012 Event Sales	498.14
01/23/2012 PayPal (net of fees)	1,510.11
	6,688.15

SPONSORSHIPS

-

SHOPPING BAG SPONSORSHIPS

-

WINE CONTRIBUTIONS

-

TOTAL REVENUE

6,688.15

EXPENSES:

12/01/2011 Wine Tasting Tickets	47.80
12/01/2011 Etch Wine Glasses/Artwork	518.88
12/07/2011 Items-Parade/Uptown Event	142.46
01/01/2012 Pre-Blog-Uptown Swirl (Texas Live)	300.00
01/01/2012 Fad Design/Fees	780.00
01/05/2012 Material/Easels	155.73
01/18/2012 Material Swirl Event	265.26
02/01/2012 Swirl Banner	75.00
02/01/2012 Swirl 6Ft Banner	75.00
02/01/2012 Adv-Uptown Swirl	458.00
03/01/2012 Adv-Banner Press	189.00
03/01/2012 Wine Walk Ads	150.00
03/01/2012 Addt'L Wine Glasses	408.00

TOTAL EXPENSES

3,565.13

TOTAL REVENUE/(EXPENSE)

3,123.02

Uptown Swirl 2013 Revenues and Expenses

REVENUE:

TICKET SALES (NET OF SALES TAX)

12/13/2012	Pre-event	346.42
1/23/2013	Pre-event	6,632.79
1/23/2013	Event day	3,307.16
1/24/2013	Pre-event	2,235.57
1/28/2013	PayPal (net of fees)	3,765.94
2/5/2013	Pre-event	1,187.07
2/11/2013	Pre-event	120.09
		17,595.04

SPONSORSHIPS

1/7/2013	Heritage Country Properties	1,500.00
1/7/2013	Appel Ford	1,500.00
1/7/2013	Thyme Day Spa	500.00
		3,500.00

SHOPPING BAG SPONSORSHIPS

1/10/2013	Fancy That	200.00
1/10/2013	Dona Lynn's Unique Gifts	200.00
1/10/2013	Sweet Repeats	100.00
1/10/2013	Ranch Antiques	200.00
1/10/2013	Wash. Co. Visitor Center	100.00
1/23/2013	Bar B Boutique	100.00
1/24/2013	Must Be Heaven	200.00
1/24/2013	The Downtown Gallery	100.00
		1,200.00

WINE CONTRIBUTIONS

1/24/2013		413.00
2/11/2013		601.00
2/21/2013		120.00
2/21/2013		333.00
		1,467.00

TOTAL REVENUE

23,762.04

EXPENSES:

11/6/2012	Gift boxes/ribbon	373.45
11/19/2012	Foam board/easels	81.31
12/1/2012	Allied Ace Hardware	17.52
12/17/2013	Online Swirl Ad	50.00
12/20/2012	Wine glasses	1,083.49
1/1/2013	Advertising-KTTX/KWHI	365.00
1/2/2013	Paper/gift boxes	148.33
1/9/2013	Measured pourers	216.00
1/11/2013	PVC cap	9.28
1/15/2013	Printing/folding	429.45
1/17/2013	Wine-Yumm Sweets & Eats	6,161.59
1/28/2013	Event promotion supplies	80.42
2/1/2013	Advertising-KTTX/KWHI	246.00
2/1/2013	Signage repair	64.03
2/1/2013	Swirl bag design	75.00
2/1/2013	Swirl banner ad design	75.00
2/1/2013	Allied Ace Hardware	100.28
2/1/2013	Allied Ace Hardware	47.16
2/1/2013	Allied Ace Hardware	16.17
2/1/2013	Allied Ace Hardware	3.98
2/1/2013	Allied Ace Hardware	16.77
2/1/2013	Allied Ace Hardware	6.29
2/1/2013	Euro sack/set up charges	1,535.77
2/1/2013	Advertising-CenTex Broadcast Group	175.00
2/1/2013	Advertsing-Brenham Banner Press	130.50
	TOTAL EXPENSES	11,507.79

TOTAL REVENUE/(EXPENSE)

12,254.25



AGENDA ITEM 7

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 16, 2013															
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-13-022 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014 and Take Record Vote.																
SUMMARY STATEMENT: The Fiscal Year 2013-14 Proposed Budget has been developed in compliance with the Property Tax Code, Local Government Code and the City Charter. A property tax rate of \$0.5632 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. Because of the recent passage of Senate Bill (S.B.) 656, city council's vote to adopt a budget is required to be a record vote. 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-13-022 with Exhibit A																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve Ordinance O-13-022 on its second reading adopting the budget for fiscal year beginning October 1, 2013 and ending September 30, 2014 and take a record vote.																
APPROVALS: Terry K. Roberts																

ORDINANCE NO. O-13-022

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF BRENHAM, TEXAS FOR THE FISCAL YEAR 2013-14; 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, 2013 through September 30, 2014 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, 2013 through September 30, 2014 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 16th day of September, 2013.

PASSED AND ADOPTED on its second reading this the 19th day of September, 2013.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

Cary Bovey, City Attorney

FY13-14 BUDGET

COMBINED FUND SUMMARY

EXHIBIT A

	GENERAL FUND						DEBT	COMPONENT UNIT		SPECIAL REVENUE FUNDS			
	GENERAL	EMER MGMT	PUBLIC SAFETY	DONA- TIONS	FIRE DEPT GRANTS	EQUIP- MENT		BCDC	BCDC CAP PROJ	HOTEL/ MOTEL	HOTEL/ TAX CNTY	CRIM LAW ENFORCE	COURTS TECH
BEGINNING BALANCE	\$3,353,830	\$11,193	\$0	\$310,762	\$0	\$15,152	\$178,801	\$1,162,602	\$0	\$281,811	\$21,655	\$43,461	\$121,270
REVENUES													
AD VALOREM TAX	3,837,971						2,218,407						
SALES TAX	4,672,085							1,557,362					
FRANCHISE TAX	2,689,491												
OTHER TAX	358,000									510,000	75,000		
LICENSES AND PERMITS	66,950												
INTERGOVERNMENTAL (1)	388,925						277,325						
CHARGES FOR SERVICES	281,350												40,500
FINES AND FORFEITURES	753,945												
INTEREST/PENALTY	3,200						19,412	1,000		40		45	
CONTRIBUTIONS AND DONATIONS		1,000		59,120	1,000								
MISCELLANEOUS REVENUE	272,392							3,376				7,000	
TRANSFERS IN	3,433,196					503,522	1,764,110		657,000				
DEBT/LEASE PROCEEDS													
TOTAL OPERATING RESOURCES	\$16,757,505	\$1,000	\$0	\$59,120	\$1,000	\$503,522	\$4,279,254	\$1,561,738	\$657,000	\$510,040	\$75,000	\$7,045	\$40,500
DEPARTMENT EXPENDITURES													
ADMINISTRATION	1,051,266												
DEVELOPMENT SERVICES	407,425												
HUMAN RESOURCES	168,508												
MAIN STREET	141,727												
MAINTENANCE	680,211												
FINANCE	955,242												
PURCHASING/WAREHOUSE	307,549												
STREETS	1,414,440												
PARKS (1)	1,120,083												
LIBRARY (1)	454,500												
AIRPORT	132,945												
RECREATION	160,580												
AQUATIC CENTER	717,899												
COMMUNICATIONS (1)	1,170,509												
POLICE (1)	3,726,363												
FIRE (1)	1,614,162												
ANIMAL SHELTER/CONTROL (1)	321,723												
MUNICIPAL COURT	389,993												
PUBLIC WORKS	177,415												
INFORMATION TECHNOLOGY (1)	621,306												
EMERGENCY MANAGAMENT		5,000											
POLICE TRAINING													
DONATIONS				38,300									
FIRE DEPARTMENT GRANTS					1,000								
EQUIPMENT						503,522							
BCDC								395,581					
BCDC CAPITAL PROJECT									657,000				
HOTEL/MOTEL										457,040	93,814		
CRIMINAL LAW ENFORCEMENT												37,500	
COURTS TECHNOLOGY/SECURITY													52,000
AIRPORT													
2013 CAPITAL PROJECTS													
PARKS SPECIAL REVENUE													
STREETS AND DRAINAGE													
US 290 PASS THRU FINANCE													
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													
CENTRAL FLEET													
WORKERS' COMPENSATION													
MEDICAL INSURANCE													
SUBTOTAL DEPARTMENT	15,733,846	5,000	0	38,300	1,000	503,522	0	395,581	657,000	457,040	93,814	37,500	52,000
OTHER EXPENDITURES													
SOURCE COST													
FRANCHISE TAX													
DEBT SERVICE							4,279,254						
NON-DEPT AND MISC	405,996												
SUBTOTAL OTHER	405,996	0	0	0	0	0	4,279,254	0	0	0	0	0	0
TRANSFERS OUT	503,522							1,491,110		53,000			15,000
TOTAL EXPENDITURES	\$16,643,364	\$5,000	\$0	\$38,300	\$1,000	\$503,522	\$4,279,254	\$1,886,691	\$657,000	\$510,040	\$93,814	\$37,500	\$67,000
CHANGE IN FUND BALANCE	114,141	(4,000)	0	20,820	0	0	0	(324,953)	0	0	(18,814)	(30,455)	(26,500)
ENDING FUND BALANCE	\$3,467,971	\$7,193	\$0	\$331,582	\$0	\$15,152	\$178,801	\$837,649	\$0	\$281,811	\$2,841	\$13,006	\$94,770

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

FY13-14 BUDGET

COMBINED FUND SUMMARY

EXHIBIT A

	CAPITAL PROJECT FUNDS					ENTERPRISE FUNDS					INTERNAL SERVICE FUNDS			TOTAL
	AIRPORT CAPITAL	2013 CAP PROJ	PARKS CAP IMPROV	STREET DRAINAGE	290 PASS THRU	ELECTRIC	GAS	WATER	WASTE- WATER	SANI- TATION	CENTRAL FLEET	WORKERS' COMP	MEDICAL INS	
BEGINNING BALANCE	\$169,500	\$0	\$16,214	\$1,695,193	\$3,051,993	\$6,811,855	\$1,114,636	\$1,995,044	\$405,409	\$806,760	\$91,103	\$269,698	\$0	\$21,927,941
REVENUES														
AD VALOREM TAX														6,056,378
SALES TAX														6,229,447
FRANCHISE TAX														2,689,491
OTHER TAX														943,000
LICENSES AND PERMITS														66,950
INTERGOVERNMENTAL (1)														666,250
CHARGES FOR SERVICES						26,110,736	3,354,293	4,405,255	3,518,912	2,319,147	110,100	123,962		40,264,255
FINES AND FORFEITURES														753,945
INTEREST/PENALTY		1,200		600	3,001,000	26,100	700	4,700	2,300	925		500		3,061,722
CONTRIBUTIONS AND DONATIONS														61,120
MISCELLANEOUS REVENUE	1,525,500													1,808,268
TRANSFERS IN			87,000			543,466								6,988,294
DEBT/LEASE PROCEEDS		1,500,000						699,663						2,199,663
TOTAL OPERATING RESOURCES	\$1,525,500	\$1,501,200	\$87,000	\$600	\$3,001,000	\$26,680,302	\$3,354,993	\$5,109,618	\$3,521,212	\$2,320,072	\$110,100	\$124,462	\$0	\$71,788,783
DEPARTMENT EXPENDITURES														
ADMINISTRATION														1,051,266
DEVELOPMENT SERVICES														407,425
HUMAN RESOURCES														168,508
MAIN STREET														141,727
MAINTENANCE														680,211
FINANCE														955,242
PURCHASING/WAREHOUSE														307,549
STREETS														1,414,440
PARKS (1)														1,120,083
LIBRARY (1)														454,500
AIRPORT														132,945
RECREATION														160,580
AQUATIC CENTER														717,899
COMMUNICATIONS (1)														1,170,509
POLICE (1)														3,726,363
FIRE (1)														1,614,162
ANIMAL SHELTER/CONTROL (1)														321,723
MUNICIPAL COURT														389,993
PUBLIC WORKS														177,415
INFORMATION TECHNOLOGY (1)														621,306
EMERGENCY MANAGAMENT														5,000
POLICE TRAINING														0
DONATIONS														38,300
FIRE DEPARTMENT GRANTS														1,000
EQUIPMENT														503,522
BCDC														395,581
BCDC CAPITAL PROJECT														657,000
HOTEL/MOTEL														550,854
CRIMINAL LAW ENFORCEMENT														37,500
COURTS TECHNOLOGY/SECURITY														52,000
AIRPORT	1,695,000													1,695,000
2013 CAPITAL PROJECTS		1,501,200												1,501,200
PARKS SPECIAL REVENUE			99,000											99,000
STREETS AND DRAINAGE				760,721										760,721
US 290 PASS THRU FINANCE														0
UTILITY CUSTOMER SERVICE						444,329								444,329
PUBLIC UTILITIES						861,429								861,429
ELECTRIC						2,284,369								2,284,369
GAS							554,512							554,512
WATER TREATMENT								1,279,130						1,279,130
WATER CONSTRUCTION								989,166						989,166
WATER BOND PROJECTS								365,000						365,000
AMR METERS														0
WASTEWATER CONSTRUCTION									455,628					455,628
WASTEWATER TREATMENT									1,115,323					1,115,323
TRANSFER STATION										801,666				801,666
COLLECTION STATION										387,678				387,678
RECYCLING CENTER										181,135				181,135
COLLECTION										558,686				558,686
CENTRAL FLEET											35,750			35,750
WORKERS' COMPENSATION												92,750		92,750
MEDICAL INSURANCE														0
SUBTOTAL DEPARTMENT	1,695,000	1,501,200	99,000	760,721	0	3,590,127	554,512	2,633,296	1,570,951	1,929,165	35,750	92,750	0	32,437,075
OTHER EXPENDITURES														
SOURCE COST						19,645,795	1,815,958	265,650						21,727,403
FRANCHISE TAX						1,787,636	233,909	300,499	238,042	58,705				2,618,791
DEBT SERVICE						9,564	2,234	1,106,244	1,207,024	3,549				6,607,869
NON-DEPT AND MISC						51,600		6,500	4,000	8,000				476,096
SUBTOTAL OTHER	0	0	0	0	0	21,494,595	2,052,101	1,678,893	1,449,066	70,254	0	0	0	31,430,159
TRANSFERS OUT					1,195,000	1,805,890	534,652	499,685	494,433	396,002				6,988,294
TOTAL EXPENDITURES	\$1,695,000	\$1,501,200	\$99,000	\$760,721	\$1,195,000	\$26,890,612	\$3,141,265	\$4,811,874	\$3,514,450	\$2,395,421	\$35,750	\$92,750	\$0	\$70,855,528
CHANGE IN FUND BALANCE	(169,500)	0	(12,000)	(760,121)	1,806,000	(210,310)	213,728	297,744	6,762	(75,349)	74,350	31,712	0	933,255
ENDING FUND BALANCE	\$0	\$0	\$4,214	\$935,072	\$4,857,993	\$6,601,545	\$1,328,365	\$2,292,788	\$412,171	\$731,411	\$165,453	\$301,410	\$0	\$22,861,196



AGENDA ITEM 8

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 16, 2013
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	☐ 1ST READING ☒ 2ND READING ☐ RESOLUTION

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Ordinance O-13-023 on Its Second Reading Levying Taxes for the Tax Year 2013 for the City of Brenham at \$0.5632 per \$100 Valuation and Take Record Vote.

SUMMARY STATEMENT: The FY2013-14 Proposed Budget includes a tax rate of \$0.5632 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.5632 will allocate \$0.3579 to the General Fund for M&O expenditures and the balance of \$0.2053 will be allocated to the Debt Service Fund for principal and interest obligations. The proposed tax rate of \$0.5632 is above the effective rate of \$0.5250, but below the rollback rate of \$0.5665.

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 \$0.5632 per \$100 valuation, which is effectively a 7.28% 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-13-0023

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve Ordinance O-13-023 on its second reading levying taxes for the tax year 2013 for the City of Brenham at \$0.5632 per \$100 valuation, which is effectively a 7.28% increase in the tax rate, and take record vote.

APPROVALS: Terry K. Roberts

ORDINANCE NO. O-13-023

AN ORDINANCE LEVYING TAXES FOR THE TAX YEAR 2013 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 \$0.3579 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 2013.

SECTION II.

That there be and is hereby levied for the use of the City of Brenham, for the Tax Year 2013, an ad valorem tax of \$0.2053 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 \$0.5632 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 16th day of September, 2013.

PASSED AND ADOPTED on its second reading this the 19th day of September, 2013.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

Cary Bovey, City Attorney



AGENDA ITEM 9

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 13, 2013	
DEPT. OF ORIGIN: Risk Management	SUBMITTED BY: Janie Mehrens	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
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 2013-14 and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: The renewal of all property and liability coverage for FY2014 is presented for council discussion and approval.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: All coverage and claims processing provided by same vendor; equity return of contributions for property coverage; 2% early pay discount allowed. B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo; and (2) Schedule of recommended coverage and coverage declarations		
FUNDING SOURCE (Where Applicable): Sufficient funds have been budgeted in each departmental budget in the FY14 Budget to cover required contributions.		
RECOMMENDED ACTION: Approve the 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 2013-14 and authorize the Mayor to execute any necessary documentation.		
APPROVALS: Terry K. Roberts		



TO: MAYOR AND CITY COUNCIL

FROM: JANE MEHRENS

DATE: SEPTEMBER 13, 2013

SUBJECT: RENEWAL OF PROPERTY, LIABILITY AND WORKERS' COMPENSATION COVERAGE WITH TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL FOR FISCAL YEAR 2014

I am pleased to present the renewal of various property, liability and workers' compensation coverage with Texas Municipal League Intergovernmental Risk Pool for FY 2014. As shown on the accompanying spreadsheet, the increase for 2014 contributions is a very modest \$ 1,592 or 0.5% over FY13.

The Pool's rates continue to remain stable. There were no FY14 rate increases for General Liability, Law Enforcement Liability, Automobile Liability or Property coverage. Any increases can be contributed to additional or expanded exposure in the liability category.

The only significant increase is for Errors & Omissions Liability (Public Officials Liability) with a rate increase of 4.35%.

Although there were increases in several class codes, the Workers' Compensation contribution was reduced by \$9,413 or 10.8% primarily because of a decrease in the experience modifier and a slight decrease in estimated payroll.

An equity return of \$6,516 will be applied to property coverage; however, no equity return will be given for any liability coverage, which is a significant change over last year.

In addition pool members who pay the contribution annually will receive a 2% discount for FY14.

The increase in base contributions before any equity return or early pay discounts are applied is \$1,592 or 0.5%. After applying equity returns and discount the net increase in cost over FY 13 is \$28,273 or 10.1%.

City of Brenham
Texas Municipal Intergovernmental Risk Pool Renewal
FY 2014 Liability/Property/Workers' Compensation Contributions
Limits/Deductibles

	2013-14 Limits	2013-14 Deductible	2012-13 CONTRIBUTION	2013-14 Contribution	Difference	Percent Change
General Liability	\$5M/\$10M	\$ 2,500	\$ 23,186	\$ 25,034	\$ 1,848	8.0%
Law Enforcement Liability	\$5M/\$10M	\$ 2,500	\$ 29,128	\$ 31,157	\$ 2,029	7.0%
Errors & Omissions Liability	\$5M/\$10M	\$ 2,500	\$ 46,328	\$ 50,845	\$ 4,517	9.8%
Automobile Liability	\$ 5,000,000	\$ -	\$ 23,955	\$ 25,625	\$ 1,670	7.0%
Automobile Physical Damage	ACV	\$ 500	\$ 34,958	\$ 34,960	\$ 2	0.0%
Aviation Liability	\$ 5,000,000	\$0/\$2,500/Aircraft	\$ 2,657	\$ 2,657	\$ -	0.0%
Real & Personal Property	\$ 54,091,150	\$ 2,500	\$ 53,924	\$ 53,989	\$ 65	0.1%
Mobile Equipment	\$ 4,136,654	\$ 1,000	\$ 15,112	\$ 15,897	\$ 785	5.2%
Boiler & Machinery	\$ 100,000	\$ 5,000	INCL	INCL		
Crime -Public Employee Dishonesty	\$ 50,000	\$ 1,000	\$ 1,521	\$ 1,585	\$ 64	4.2%
Crime - Forgery & Alteration	\$ 250,000	\$ 1,000	\$ 353	\$ 367	\$ 14	4.0%
Crime - Computer Fraud	\$ 1,000,000	\$ 10,000	\$ 322	\$ 333	\$ 11	3.4%
Animal Mortality and Theft (Canine Unit)	\$12,000/\$5,000 Med	\$ 0/\$50	\$ 2,140	\$ 2,140	\$ -	0.0%
Workers' Compensation	Statutory	None	\$ 87,049	\$ 77,636	\$ (9,413)	-10.8%
Total			\$ 320,633	\$ 322,225	\$ 1,592	0.5%

Equity Return on FY 13 Contributions*	\$ 33,229	\$ 6,516	\$ (26,713)	-80.4%
2% Early Pay Discount	\$ 6,413	\$ 6,445	\$ 32	0.5%
Total Estimated FY14 Contribution	\$ 280,991	\$ 309,264	\$ 28,273	10.1%

*Equity return on Property only; no return given for any liability coverage.



AGENDA ITEM 10

DATE OF MEETING: September 16, 2013	DATE SUBMITTED: September 11, 2013
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☒ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule(s) of Small and Large Industrial customers for the City of Brenham Electric Rates and Authorize the Mayor to Execute any Necessary Documentation.	
SUMMARY STATEMENT: In August of 2012, J. Stowe & Company was engaged to conduct an Electric and Natural Gas Cost of Service and Rate Design Study. The purpose of the study was to ensure sufficient revenue recovery and to determine that the revenue requirement was equitably allocated among customer classes. For the Electric Fund, the study recommended an increase in the wires charge for small and large industrial customers' rate classes. This increase in the wires charge is expected to generate an additional \$184,407 in Electric Fund revenue during FY14.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Improve equity among rate classes and improve distribution cost coverage. B. CONS: Higher wire costs for small and large industrial customers.	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Ordinance; and (2) Tariff Schedules with Exhibits A & B	
FUNDING SOURCE (Where Applicable): N/A	
RECOMMENDED ACTION: Approve an Ordinance on its first reading amending the Rate Tariff Schedule(s) of small and large industrial customers for the City of Brenham electric rates and authorize the Mayor to execute any necessary documentation.	
APPROVALS: Terry K. Roberts	

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ELECTRIC RATE TARIFF SCHEDULES OF SMALL AND LARGE INDUSTRIAL ELECTRIC SERVICE CUSTOMERS FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to change the rates charged for electric services to its small and large industrial service customers in order to provide for conditions of utility service which promote the health, safety and welfare of the citizens of Brenham, Texas.

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

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Electric Rate Schedules for small industrial electric services as set forth in the attached Exhibit "A", Small Industrial Service Rate Schedule E-G which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after October 1, 2013.

SECTION II.

The City Council of the City of Brenham, Texas, does hereby adopt the Electric Rate Schedules for large industrial electric services as set forth in the attached Exhibit "B", Large Industrial Service Rate Schedule E-H which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after October 1, 2013.

SECTION III.

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as set forth herein and on the attached Exhibits "A" and "B", Small Industrial Service Rate Schedule E-G and Large Industrial Service Rate Schedule E-H and shall be effective with utility billing occurring on and after October 1, 2013.

PASSED AND APPROVED on its first reading this the 19th day of September, 2013.

PASSED AND APPROVED on its second reading this the 3rd day of October, 2013.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET * P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	400	440
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/08)	

SMALL INDUSTRIAL SERVICE

RATE SCHEDULE E-G

APPLICABILITY

This rate is applicable to customers receiving electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers that satisfy the following requirements: (i) electric requirements for all uses which exceed three hundred (300) kilowatts of maximum demand during any month during any twelve (12) month period, but whose requirements do not equal or exceed five thousand (5000) kilowatts of maximum demand at one point of delivery, or at multiple points of delivery to one contiguous facility, and (ii) have annual energy usage of two million (2,000,000) KWh.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$100.00
Distribution Wires Charge	Charge for distribution service	\$.01162 / KWh
Transmission Wires Charge	Actual monthly billing from transmission providers in the Electric Reliability Council of Texas (ERCOT) attributable to Customer's load	Actual monthly costs* from transmission suppliers)
Generation Charge	Actual monthly price, including applicable discounts, from City's wholesale supplier, attributable to Customer's load	Actual monthly costs* from generations suppliers)
ERCOT Fees	All applicable ERCOT, and other fees attributable to Customer's load	Actual monthly costs* from ERCOT
Energy Factor Charge	Charge for adjustments in generation charges	As needed

*Actual monthly costs will be provided by LCRA as part of LCRA Key Account Program.

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

CITY OF BRENHAM

EXHIBIT "A"

200 WEST VULCAN STREET * P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	400	441
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2013	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/01/08)

BILLING ADJUSTMENTS

In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity.

TERM OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60 cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/208	volts, three phase
120/240	volts, three phase
240/480	volts, three phase
277/480	volts, three phase
7200/12470	volts, three phase

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the coincident peak KW demand period is less than 0.95.

The power factor penalty shall be calculated by increasing the measured coincident peak KW billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

EXHIBIT "B"

CITY OF BRENHAM

200 WEST VULCAN STREET * P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	400	450
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2013	

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/08)

LARGE INDUSTRIAL SERVICE

RATE SCHEDULE E-H

APPLICABILITY

This rate is applicable to customers receiving electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are equal to or in excess of five thousand (5000) kilowatts of maximum demand at one point of delivery, or at multiple points of delivery to one contiguous facility.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$100.00
Distribution Wires Charge	Charge for distribution service	\$.00817 / KWh
Transmission Wires Charge	Actual monthly billing from transmission providers in the Electric Reliability Council of Texas (ERCOT) attributable to Customer's load	Actual monthly costs* from transmission supplier(s)
Generation Charge	Actual monthly price, including applicable discounts, from City's wholesale supplier, attributable to Customer's load	Actual monthly costs* from generations supplier(s)
ERCOT Fees	All applicable ERCOT, and other fees attributable to Customer's load	Actual monthly costs* from ERCOT
Energy Factor Charge	Charge for adjustments in generation charges	As needed

*Actual monthly costs will be provided by LCRA as part of LCRA Key Account Program.

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity.

EXHIBIT "B"

CITY OF BRENHAM

200 WEST VULCAN STREET * P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	400	451
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective 10/01/08)		

TERM OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60 cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/208	volts, three phase
120/240	volts, three phase
240/480	volts, three phase
277/480	volts, three phase
7200/12470	volts, three phase

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the coincident peak KW demand period is less than 0.95.

The power factor penalty shall be calculated by increasing the measured coincident peak KW billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.



AGENDA ITEM 11

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 11, 2013															
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle															
<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 an Ordinance on Its First Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Natural Gas Rates and Authorize the Mayor to Execute Any Necessary Documentation.																
SUMMARY STATEMENT: In August of 2012, J. Stowe & Company was engaged to conduct an Electric and Natural Gas Cost of Service and Rate Design Study. The purpose of the study was to ensure sufficient revenue recovery and to determine that the revenue requirement was equitably allocated among customer classes. For the Gas Fund, the study recommended a 25% increase in the customer charge for all rate classes. This increase in the customer charge is expected to generate an additional \$127,904 in Gas Fund revenue during FY14. More importantly, the rate change will help bring more revenue stability to the Gas Fund which has struggled during market fluctuations in commodity prices since the loss of Mount Vernon Mills. Additionally, we are lowering the base city rate used in calculating the Gas Cost Adjustment Charge, from \$7.87 per mcf to \$5.00 per mcf. This base city rate better reflects current market price.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Increased revenue stability and distribution cost coverage. B. CONS: Higher monthly minimum charge on natural gas for customers.																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Ordinance; and (2) Tariff Schedules with Exhibit A																
FUNDING SOURCE (Where Applicable): N/A																

RECOMMENDED ACTION: Approve an Ordinance on its first reading amending the Rate Tariff Schedule(s) for the City of Brenham Natural Gas Rates and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE NATURAL GAS RATE TARIFF SCHEDULES FOR GAS SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to change the rates charged for natural gas services to its customers in order to provide for conditions of utility service which promote the health, safety and welfare of the citizens of Brenham, Texas.

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

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Natural Gas Rate Schedules for gas services as set forth in the attached Exhibit "A", which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after October 1, 2013.

SECTION II.

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as set forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after October 1, 2013.

PASSED AND APPROVED on its first reading this the 11th day of September, 2013.

PASSED AND APPROVED on its second reading this the 3rd day of October, 2013.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	510
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES		
SECTION TITLE	October 1, 2013	
	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/2006)	

RESIDENTIAL SERVICE - URBAN

RATE SCHEDULE G - A

APPLICABILITY

This rate is applicable to all residential customers whose maximum gas requirements are equal or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System

AVAILABILITY

This rate is available to all residential customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$10.00
Distribution Charge	Charge for distribution service	\$2.311 per mcf
Commodity Charge	Actual monthly price, including applicable discounts, from City's wholesale supplier, attributable to Customer's usage	Actual monthly costs from supplier
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	As needed

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

In addition to the monthly charges the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

TERMS OF PAYMENT

The bills rendered under this schedule are net and will be increased by 10% if not paid 15 days after the date of the bill.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	511
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES		
SECTION TITLE	October 1, 2013	
	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/06)	

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	520
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/06)	

SMALL COMMERCIAL SERVICE - URBAN

RATE SCHEDULE G - F

APPLICABILITY

This rate is applicable to all small commercial customers whose maximum gas requirements are equal or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System

AVAILABILITY

This rate is available to all small commercial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$10.00
Distribution Charge	Charge for distribution service	\$2.311 per mcf
Commodity Charge	Actual monthly price, including applicable discounts, from City's wholesale supplier, attributable to Customer's usage	Actual monthly costs from supplier
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	As needed

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

TERMS OF PAYMENT

The bills rendered under this schedule are net and will be increased by 10% if not paid within 15 days after the date of the bill.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	521
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES		
SECTION TITLE	October 1, 2013	
	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/06)	

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	530
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/06)	

LARGE COMMERCIAL AND SMALL INDUSTRIAL SERVICE - URBAN RATE SCHEDULE G-B

APPLICABILITY

This rate is applicable to all commercial and industrial customers whose maximum gas requirements are in excess of 350 cubic feet per hour.

AVAILABILITY

This rate is available to all commercial and industrial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$56.25
Distribution Charge	Charge for distribution service	\$1.571 per mcf
Commodity Charge	Actual monthly price, including applicable discounts, from City's wholesale supplier, attributable to Customer's usage	Actual monthly costs from supplier
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	As needed

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

TERMS OF PAYMENT

The bills rendered under this schedule are net and will be increased by 10% if not paid 15 days from the date of the bill.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	531
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/2006)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	540
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/06)	

LARGE INDUSTRIAL SERVICE - URBAN

RATE SCHEDULE G-C

APPLICABILITY

This rate is applicable to all industrial customers whose annual gas requirements are in excess of 36,500 MCF.

AVAILABILITY

This rate is available to all large industrial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$56.25
Distribution Charge	Charge for distribution service	\$1.465 per mcf
Commodity Charge	Actual monthly price, including applicable discounts, from City's wholesale supplier, attributable to Customer's usage	Actual monthly costs from supplier
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	As needed

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

TERMS OF PAYMENT

The bills rendered under this schedule are net and will be increased by 10% if not paid 15 days from the date of the bill.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	541
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/06)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. .If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	550
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/06)	

RESIDENTIAL - RURAL

RATE SCHEDULE G - D

APPLICABILITY

This rate is applicable to all residential customers whose maximum gas requirements are equal to or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System.

AVAILABILITY

This rate is available to all residential customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$11.50
Distribution Charge	Charge for distribution service	\$2.710 per mcf
Commodity Charge	Actual monthly price, including applicable discounts, from City's wholesale supplier, attributable to Customer's usage	Actual monthly costs from supplier
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	As needed

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

TERMS OF PAYMENT

The bills rendered under this schedule are net and will be increased by 10% if not paid within 15 days from the date of the bill.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	551
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/06)	

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	560
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/06)	

SMALL COMMERCIAL - RURAL

RATE SCHEDULE G - G

APPLICABILITY

This rate is applicable to all small commercial customers whose maximum gas requirements are equal to or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System.

AVAILABILITY

This rate is available to all small commercial customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$11.50
Distribution Charge	Charge for distribution service	\$2.710 per mcf
Commodity Charge	Actual monthly price, including applicable discounts, from City's wholesale supplier, attributable to Customer's usage	Actual monthly costs from supplier
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	As needed

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

TERMS OF PAYMENT

The bills rendered under this schedule are net and will be increased by 10% if not paid within 15 days from the date of the bill.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	561
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/06)	

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	570
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/06)	

GOVERNMENTAL SERVICE

RATES SCHEDULE G - E

APPLICABILITY

This rate is applicable to all governmental gas customers.

AVAILABILITY

This rate is available to the Brenham Independent School District, Washington County, Washington County (Blinn) Junior College, State of Texas, United States Government, and all departments, divisions, or branches of the City of Brenham, Texas, that are under the direct control of the City Council of said City.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$56.25
Distribution Charge	Charge for distribution service	\$1.303 per mcf
Commodity Charge	Actual monthly price, including applicable discounts, from City's wholesale supplier, attributable to Customer's usage	Actual monthly costs from supplier
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	As needed

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

TERMS OF PAYMENT

The bills rendered under this schedule are net and will be increased by 10% if not paid within 15 days from the date of the bill.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	571
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/06)	

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance to the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quality of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	580
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/08/06)	

LARGE COMMERCIAL AND SMALL INDUSTRIAL SERVICE - RURAL

RATE SCHEDULE G-H

APPLICABILITY

This rate is applicable to all rural commercial and industrial customers whose maximum gas requirements are in excess of 350 cubic feet per hour.

AVAILABILITY

This rate is available to all commercial and industrial customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$64.69
Distribution Charge	Charge for distribution service	\$2.080 per mcf
Commodity Charge	Actual monthly price, including applicable discounts, from City's wholesale supplier, attributable to Customer's usage	Actual monthly costs from supplier
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	As needed

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

TERMS OF PAYMENT

The bills rendered under this schedule are net and will be increased by 10% if not paid within 15 days from the date of the bill.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	581
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 12/22/06)	

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	590
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 1995	
SECTION TITLE	EFFECTIVE DATE	

GAS TAPPING SERVICE

RATE SCHEDULE G-K

APPLICABILITY

This rate is applicable to the installation of service taps, service lines and gas meters for residential, commercial, and/or industrial customers.

AVAILABILITY

This rate is available to all customers or prospective customers of the City's gas system.

RATES

1 Inch	Service Tap, Service Line, Meter and Regulator	\$ 140.00
1-1/2 Inch	Service Tap, Service Line, Meter and Regulator	140.00
2 Inch	Service Tap, Service Line, Meter and Regulator	175.00
4 Inch	Service Tap, Service Line, Meter and Regulator	Actual cost of installation including but not limited to costs, materials, labor, and equipment overhead.

TERMS OF PAYMENT

Fees of one (1) inch to two (2) inches in size, must be paid in advance. Advance payments, based on estimated cost of taps four (4) inches or larger in size, shall be made prior to commencement of work by the City. If the amount of advance payment is in excess of actual cost of installation, the amount of overpayment will be refunded. If the amount of advance payment is less than the actual cost of the installation, the customer will be required to remit the amount of the shortage.

CHARACTER OF SERVICE

Facilities provided under this rate will consist of the installation of an appropriate size cut-off valve, installation of an appropriate size meter and regulator, and the installation of a sufficient amount of appropriate size service line to allow line extension to or near the customer's property line.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	591
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	October 1, 1995	
SECTION TITLE	EFFECTIVE DATE	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. In the event a customer desires to increase the size of an existing service and it is agreeable with the City, the cost of such enlargement will be equal to the cost of installation of the new size of service.

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059
ALL SERVICES 500

595

TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES		
	October 1, 2013	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 02/22/2006)	

GAS COST ADJUSTMENT CHARGE

In addition to the appropriate base rate charge, each customer shall pay a Gas Cost Adjustment Charge to recover those costs of purchasing gas on a wholesale basis, which exceed the allowance provided for the cost of gas within the base rates. The Gas Cost Adjustment Charge shall be computed by multiplying the MCF consumed by a gas cost adjustment factor computed in accordance with the following calculations:

1. The city gate rate rate increase or decrease applicable to current billing month sales shall be estimated to the nearest \$0.0001 per MCF based upon:
 - (a) The city gate rate estimated to be applicable to volumes purchased during the current calendar month, expressed to the nearest \$0.0001 per MCF (shown below as "Estgas") less
 - (b) The base city gate rate of \$5.00 per MCF, multiplied by
 - (c) A volume factor based on the ratio of adjusted purchased volumes divided by adjusted sales volumes for the previous fiscal year (shown as "Volfac").
2. Correction of the estimated adjustment determined by Item 1. above shall be included as part of the adjustment for the second following billing month. The correcting factor (shown below as "Corfac") shall be expressed to the nearest \$0.0001 per MCF based upon:
 - (a) The corrected adjustment amount based upon the actual city gate rate, less
 - (b) The estimated adjustment amount billed under Item 1. above, divided by
 - (c) Distribution system sales (in MCF) recorded on the City's books during the prior year for the month that the correction is included as part of the adjustment.
3. In summary, the gas cost adjustment (GCA) shall be determined to the nearest \$0.0001 per MCF by Item 1. and Item 2. as follows:

$$GCA = [("Volfac") \times ((\text{"Estgas"} - \$5.00) + \text{"Corfac"})]$$



AGENDA ITEM 12

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 11, 2013															
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle Jr.															
<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 Bid No. B0039-025-00 for a Utility Line Extension Along State Highway 36 North and Burleson Street and Authorize the Mayor to Execute Any Necessary Documentation.																
SUMMARY STATEMENT: Several months ago City Council approved a project to provide water service to the 36 North and Burleson St area. This project was to provide service to an area that was annexed within the last few years while also providing another feed into the High Pressure Plane. Council also approved a contract with Jones & Carter, Inc. for the design of this project. During the design we looked at several routes for these lines. The original route along Hwy 36 was proposed to be in easements attained from property owners. Two of the property owners, including the original service requester refused to provide easements to the City. At that time we pulled back the scope of construction. We had originally planned to fund the entire project but toward the end of the last budget process, we adjusted the amount of bond funds to be spent to reflect this change. However, for this area to be served properly the loop should be completed and that is why we continued to look for other routes. We later received permission from the State of Texas to locate that portion of the project within their right-of-way. At that time we moved back to the original scope of construction. Since we had adjusted the amount of bond funds to be spent in the budget, we will need to bring a budget amendment back at a later date reflecting these changes. There are bond funds available to fund the entire project. On August 28, 2013 bids were opened by Jones & Carter and City of Brenham staff for this project. The project will consist of over 4,000 feet of 12" C900 PVC water main, 3,500 feet of 8" C900 PVC water main, 8 fire hydrant assemblies, and numerous miscellaneous valves and fittings. The base bid includes the installation of an 8" PVC water main along Burleson St and a 12" PVC tie-in to Lounge Rd. It also includes a bore under the railroad tracks. Alternate Bid No. 1 is for a 12" creek crossing along Hwy 36 near Burleson St. Alternate Bid No. 2 will extend the 12" PVC main from Blue Bell Rd to the creek. Four bids were received on the project with Dudley Construction, Ltd. submitting the low bid for both the base bid and the alternate bids No. 1 and No. 2. Staff recommends awarding the base bid along with Alternate No. 1 and No. 2 to the low bidder, Dudley Construction, Ltd. for a total amount of \$573,227.51.																

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate Bid #1</u>	<u>Alternate Bid #2</u>	<u>Total Bid</u>
Dudley Construction, Ltd.	\$360,552.97	\$25,000.00	\$187,674.54	\$573,227.51
Texcon General Contractors	\$395,002.00	\$41,400.00	\$197,588.00	\$633,990.00
Scohil Const Svcs, LLC	\$477,587.50	\$69,000.00	\$231,719.20	\$778,306.70
M&C Fonseca Construction	\$528,867.70	\$16,800.00	\$258,546.50	\$804,214.20
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):				
A. PROS: Will be extending utilities to newly annexed areas. B. CONS:				
ALTERNATIVES (In Suggested Order of Staff Preference):				
ATTACHMENTS: (1) Bid Tabulation Sheet; (2) Recommendation of Award; and (3) Notice of Award				
FUNDING SOURCE (Where Applicable): Bond Funds				
RECOMMENDED ACTION: Award the Bid No. B0039-025-00 to Dudley Construction, Ltd. for a utility line extensions along State Highway 36 North and Burleson Street in the amount of \$573,227.51 and authorize the Mayor to execute any necessary documentation.				
APPROVALS: Terry K. Roberts				

BID TABULATION SHEET

City of Brenham

S.H. 36 and Burleson Street Water Line Extensions

J&C No. B0039-025-00

Bids were received in the office of the

City of Brenham

Time: 2:00 P.M.

Date: August 27, 2013

	BIDDERS		
	Dudley Construction, Ltd.	Texcon General Contractors	Scohill Construction Services, LLC
Total Base Bid (Item Nos. 1-36)	\$360,552.97	\$395,002.00	\$477,587.50
Total Base Bid and Total Alternate Bid No. 1 (Item Nos. 1-36 and A1.1)	\$385,552.97	\$436,402.00	\$546,587.50
Total Base Bid, Total Alternate Bid No. 1, and Total Alternate Bid No. 2 (Item Nos. 1-36, A1.1, and A2.1-A2.11)	\$573,227.51	\$633,990.00	\$778,306.70
Bid Security	✓	✓	✓
Receipt of Addendum 1	✓	✓	✓
Receipt of Addendum 2	✓	✓	✓
	BIDDERS		
	M&C Fonseca Construction		
Total Base Bid (Item Nos. 1-36)	\$528,867.70		
Total Base Bid and Total Alternate Bid No. 1 (Item Nos. 1-36 and A1.1)	\$545,667.70		
Total Base Bid, Total Alternate Bid No. 1, and Total Alternate Bid No. 2 (Item Nos. 1-36, A1.1, and A2.1-A2.11)	\$804,214.20		
Bid Security	✓		
Receipt of Addendum 1	✓		
Receipt of Addendum 2	✓		

August 29, 2013

The Honorable Milton Y. Tate, Jr.
Mayor
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

Re: RECOMMENDATION OF AWARD
City of Brenham
S.H. 36 and Burleson Street Water Line Extensions
J&C No. B0039-025-00

Dear Mayor Tate:

We have examined and tabulated the bids received on August 27, 2013 for the referenced project. The low Total Base Bid (\$360,552.97), Total Alternate Bid No. 1 (\$25,000.00), and Total Alternate Bid No. 2 (\$187,674.54) for a total amount of \$573,227.51 was submitted by Dudley Construction, Ltd., 11370 State Highway 30, College Station, Texas 77845.

Dudley Construction, Ltd. is an established contracting firm, which has a history of doing acceptable work and has a successful record in completing comparable utility projects.

In consideration of the above facts, it is our recommendation that a contract for this project be awarded to Dudley Construction, Ltd. for the Total Base Bid (\$360,552.97), Total Alternate Bid No. 1 (\$25,000.00), and Total Alternate Bid No. 2 (\$187,674.54) for a total amount of \$573,227.51.

Respectfully,



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

WRK/ebf

P:\PROJECTS\B0039-Brenham\025 SH 36 Water\Construction\Letters\ROA.doc



September 5, 2013

Mr. Mark Dudley
President of the General Partnership
Dudley Construction, Ltd.
11370 State Highway 30
College Station, Texas 77845

Re: NOTICE OF AWARD
City of Brenham
S.H. 36 and Burleson Street Water Line Extensions
J&C No. B0039-025-00

Dear Mr. Dudley:

You are hereby notified that your bid dated August 27, 2013 for the referenced project has been considered. You are the apparent successful bidder and have been awarded a contract for the Total Base Bid (\$360,552.97), Total Alternate Bid No. 1 (\$25,000.00), and Total Alternate Bid No. 2 (\$187,674.54) for a total amount of \$573,227.51.

You must deliver to the Engineer, within fifteen (15) days of this Notice of Award, three (3) fully executed sets of contract documents submitted to you by the Engineer. You are required to return acknowledged copies of this Notice to the City of Brenham, P.O. Box 1059, Brenham, Texas 77834-1059 and Jones & Carter, Inc., 1500 South Day Street, Brenham, Texas 77833.

Very truly yours,

Milton Y. Tate, Jr.
Mayor

ACKNOWLEDGMENT OF NOTICE

Receipt of this Notice of Award is hereby
acknowledged by Dudley Construction, Ltd.
this the ____ day of _____, 2013.

By: _____
Mark Dudley, President
R.M. Dudley Holdings, LLC, General Partner



September 5, 2013

Mr. Mark Dudley
President of the General Partnership
Dudley Construction, Ltd.
11370 State Highway 30
College Station, Texas 77845

Re: NOTICE OF AWARD
City of Brenham
S.H. 36 and Burleson Street Water Line Extensions
J&C No. B0039-025-00

Dear Mr. Dudley:

You are hereby notified that your bid dated August 27, 2013 for the referenced project has been considered. You are the apparent successful bidder and have been awarded a contract for the Total Base Bid (\$360,552.97), Total Alternate Bid No. 1 (\$25,000.00), and Total Alternate Bid No. 2 (\$187,674.54) for a total amount of \$573,227.51.

You must deliver to the Engineer, within fifteen (15) days of this Notice of Award, three (3) fully executed sets of contract documents submitted to you by the Engineer. You are required to return acknowledged copies of this Notice to the City of Brenham, P.O. Box 1059, Brenham, Texas 77834-1059 and Jones & Carter, Inc., 1500 South Day Street, Brenham, Texas 77833.

Very truly yours,

Milton Y. Tate, Jr.
Mayor

ACKNOWLEDGMENT OF NOTICE

Receipt of this Notice of Award is hereby
acknowledged by Dudley Construction, Ltd.
this the _____ day of _____, 2013.

By:

Mark Dudley, President
R.M. Dudley Holdings, LLC, General Partner



September 5, 2013

Mr. Mark Dudley
President of the General Partnership
Dudley Construction, Ltd.
11370 State Highway 30
College Station, Texas 77845

Re: NOTICE OF AWARD
City of Brenham
S.H. 36 and Burleson Street Water Line Extensions
J&C No. B0039-025-00

Dear Mr. Dudley:

You are hereby notified that your bid dated August 27, 2013 for the referenced project has been considered. You are the apparent successful bidder and have been awarded a contract for the Total Base Bid (\$360,552.97), Total Alternate Bid No. 1 (\$25,000.00), and Total Alternate Bid No. 2 (\$187,674.54) for a total amount of \$573,227.51.

You must deliver to the Engineer, within fifteen (15) days of this Notice of Award, three (3) fully executed sets of contract documents submitted to you by the Engineer. You are required to return acknowledged copies of this Notice to the City of Brenham, P.O. Box 1059, Brenham, Texas 77834-1059 and Jones & Carter, Inc., 1500 South Day Street, Brenham, Texas 77833.

Very truly yours,

Milton Y. Tate, Jr.
Mayor

ACKNOWLEDGMENT OF NOTICE

Receipt of this Notice of Award is hereby
acknowledged by Dudley Construction, Ltd.
this the ____ day of _____, 2013.

By: _____
Mark Dudley, President
R.M. Dudley Holdings, LLC, General Partner



AGENDA ITEM 13

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 11, 2013															
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Kim Hodde															
<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 Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M1417BRENH with TxDOT for Fiscal Year 2013-14 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, 2013 through August 31, 2014. 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. In fiscal year 2013, we got about half of the game fence installed, so we will complete the fencing in this budget year. 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) 2014 RAMP agreement																
FUNDING SOURCE (Where Applicable): Budgeted funds																

RECOMMENDED ACTION: Approve the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M1417BRENM with TxDOT for fiscal year 2013-14 and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts

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

(State Assisted Airport Routine Maintenance)

**TxDOT Project No.: AM 2014BREN
TxDOT CSJ No.: M1417BREN**

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, 2014, 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 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 _____, Texas, this _____ day of _____, 20__.

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.: M1417BREN

Eligible Scope Items:	Estimated Costs	State Share	Sponsor Share
	Amount A	Amount B	Amount C
GENERAL MAINTENANCE	\$96,280.00	\$48,140.00	\$48,140.00
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 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.: M1417BREN

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, Carolyn D. Miller, 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

Chief Financial Officer

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M1417BREN

The City of Brenham designates, Kim Hodde, Airport Coordinator
(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: _____
Milton Y. Tate, Jr.

Title: Mayor

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 14

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 11, 2013															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Amanda Klehm															
<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 a Request for a Noise Variance for Relay for Life to be Held October 4, 2013 from 6:00 P.M. to 12:00 P.M. at Fireman's Park and Authorized the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Holly Johnson has requested a noise variance to hold an event for Relay for Life on October 4, 2013 from 6:00 P.M. to 12:00 P.M. at Fireman's Park. They will have a walk-a-ton for cancer prevention and fundraising. At the event, there will be walking, child's games, music, and dancing. They will be using sound amplification equipment. The Brenham Police Department and the Brenham Fire Department have approved the noise variance request; therefore, I ask the City Council to approve the noise variance request.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Noise Variance Request																
FUNDING SOURCE (Where Applicable): N/A																
RECOMMENDED ACTION: Approve a request for a noise variance for Relay for Life to be held October 4, 2013 from 6:00 P.M. to 12:00 P.M. at Fireman's Park and authorize the Mayor to execute any necessary documentation.																
APPROVALS: Terry K. Roberts																

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Washington County Relay For Life
2. Name and address of individual making application on behalf of sponsoring organization: Holly Johnson
P.O. Box 2342 - Brenham, Texas 77834
3. Purpose of the Event: Walk-a-thon for cancer prevention/fundraising
4. Location of Event: Brenham Fireman's Park Baseball Field
5. Date of the event: Friday, October 4th 2013
6. Time of Event: 6:00 pm
7. Event Set-up: From: 9:00 AM To: 1:00 pm
Event Clean-up: From: 12 midnight To: 1:00 AM
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: walking, child games, music, dancing
 - b) Bands/Musical Instruments: None
 - c) Sound amplification equipment: 1 sound system w/ DJ
 - d) Cleanup provisions: will be done by RFL @ civil organizations

Holly Johnson

Name of Applicant (Printed or Typed)

Holly Johnson

Applicant or Authorized Person's Signature

Date:

9.5.2013

Phone:

979.203.1702

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

CITY STAFF REVIEW

Date received: _____

☒ APPROVED

☐ DENIED

Date: _____

Rex Phelps, Chief of Police

Comments/Reason for Denial:

☐ APPROVED

☐ DENIED

Date: _____

Ricky Boeker, Chief of Fire Department

Comments/Reason for Denial: _____

Noise Variance Approved by the City Council on the _____ day of _____, 2012.

Date: _____

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary



AGENDA ITEM 15

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 16, 2013															
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 an Interlocal Agreement Between the City of Brenham and Washington County Related to the Operation of and Improvements to Linda Anderson Park and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Due to requirements of the Texas Open Meetings Act, the agenda for the September 19, 2013 Regular Council Meeting must be posted prior to the start of the September 16, 2013 Special Council Meeting. Therefore, any revisions made by the City Council to the ILA for the operation of and improvements to Linda Anderson Park in the special September 16 th meeting will be presented as handouts during the regular meeting on September 19 th .																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Interlocal Agreement (as presented at the September 16 th special meeting) between the City of Brenham and Washington County for the operation of and improvements to Linda Anderson Park																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County related to the operation of and improvements to Linda Anderson Park and authorize the Mayor to execute any necessary documentation																
APPROVALS: Terry K. Roberts																

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR LINDA ANDERSON PARK**

WHEREAS, this Interlocal Agreement is entered into by and between the following parties: the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as “City”, and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as “County”; and

WHEREAS, the City and County are authorized to enter into this Agreement in all respects by Texas Government Code, Chapter 791; and

WHEREAS, on August 21, 1979 the City paid \$45,652.00 for one (1) tract of land totaling 11.413 acres, as more fully described in Volume 380, Page 710 in the Deed Records of Washington County, Texas, for the development of Linda Anderson Park, hereinafter referred to as the “Park”; and

WHEREAS, on January 9, 1980 the City paid \$54,105.00 for three (3) tracts of land totaling 10.821 acres, as more fully described in Volume 387, Page 172, in the Deed Records of Washington County, Texas, for further development of the Park; and

WHEREAS, on July 23, 1980 the County paid to the City \$49,878.50, exactly one-half of the total land costs, for the development of the Park; and

WHEREAS, on July 29, 1980 the City deeded to the County an undivided one-half (1/2) interest in the Park, as recorded in Volume 397, Page 516, in the Deed Records of Washington County, Texas; and

WHEREAS, the City and County have determined that sharing equally in the costs makes the asset more economically feasible and creates an opportunity to provide better facilities; and

WHEREAS, on February 20, 1981 the City and County agreed to split all maintenance and operating costs associated with the Park on an equal (50/50) basis in return for the City deeding to the County an undivided one-half (1/2) interest in the Park; and

WHEREAS, on January 6, 2011 the City enacted Resolution No. R-11-001 approving the termination and waiver of the provisions of the Fee Simple Determinable Condition placed on the City’s prior conveyance of the Public Health Facility property to the County, in exchange for the County’s conveyance of its undivided one-half (1/2) interest in the Linda Anderson Park property to the City; and

WHEREAS, on March 11, 2011 Washington County executed and filed a Special Warranty Deed to convey its undivided one-half (1/2) interest in the Linda Anderson Park Property to the City of Brenham, said instrument being recorded in Volume 1369, Page 991, in the Official Records of Washington County, Texas; and

WHEREAS, on March 22, 2011 the City executed and filed a Partial Termination and Release to terminate and waive the Fee Simple Determinable Condition on the conveyance of the Public Health Facility property, said instrument being recorded in Volume 1368, Page 469, in the Official Records of Washington County, Texas; and

WHEREAS, the City and County desire to enter into this Agreement in order to promote clarity and ease of understanding; and

WHEREAS, on June 28, 2013 the City enacted an Addendum To and Modification Of an Interlocal Agreement between the City and County for Linda Anderson Park to extend its term until September 30, 2013;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Linda Anderson Park

- a) During the term of this Agreement, the County agrees to pay the City the total amount of Forty-Three Thousand Seven Hundred and Fifty and No/100 Dollars (\$43,750.00) for the maintenance and operation of the Park for the duration of this fifteen (15) month Agreement. The County's payment of \$43,750.00 to the City shall be made in equal monthly installments as more fully described in Section 7.0.
- b) Requests for capital improvements to the Park shall be submitted to the City Council for approval during the City's annual budget process. If approved by City Council, the request shall be submitted to the County Commissioners for approval during their annual budget process. If the capital improvements are approved by both governing bodies, all capital improvement costs shall be shared equally (50% each) between the Parties hereto.

2.0 Purpose

The purpose of this Agreement is to provide for the operation, maintenance and capital improvements for the Park which directly benefit the residents of both the City and the County.

3.0 Breach

The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

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

5.0 Term

This Agreement shall be effective beginning October 1, 2013 and shall remain in effect until December 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least one hundred twenty (120) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0.

6.0 Review

During the term of this Agreement, and beginning on or before October 1, 2013, the Parties may meet for the purpose of reviewing this Agreement to determine whether changed conditions necessitate revision of any of the terms of this Agreement and/or whether the funding structure is equitable for all Parties. Each Party may designate representatives to participate in the review process. As a result of this review process, the representatives may recommend changes to this Agreement for consideration by their respective governing bodies. This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 12.0 of this Agreement.

The failure of the Parties to review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

7.0 Payment

The total amount of \$43,750.00 payable to the City pursuant to this Agreement shall be due and payable to the City in fifteen (15) equal monthly installments. The amount of Two Thousand Nine Hundred Sixteen and 67/100 Dollars (\$2,916.67) shall be invoiced by the City to the County each month, and payment thereof shall be due and payable within thirty (30) days of the County's receipt of such invoice.

8.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

9.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

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

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other Parties.

10.0 Funding

The County shall pay for services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

11.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

12.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

13.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

14.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

15.0 Attorney's Fees

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

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the _____ day of September, 2013.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk



AGENDA ITEM 16

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 16, 2013															
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 an Interlocal Agreement Between the City of Brenham and Washington County for Animal Control Services and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Due to requirements of the Texas Open Meetings Act, the agenda for the September 19, 2013 Regular Council Meeting must be posted prior to the start of the September 16, 2013 Special Council Meeting. Therefore, any revisions made by the City Council to the ILA for animal control services in the special September 16 th meeting will be presented as handouts during the regular meeting on September 19 th .																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Interlocal Agreement (as presented at the September 16 th special meeting) between the City of Brenham and Washington County for animal control services																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County for animal control services and authorize the Mayor to execute any necessary documentation																
APPROVALS: Terry K. Roberts																

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY FOR ANIMAL CONTROL SERVICES

WHEREAS, this Interlocal Agreement (“Agreement”) is entered into by and between the following parties: the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as “City,” and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as “County;” and

WHEREAS, the County does not have personnel on its staff experienced in animal control; and

WHEREAS, the County has a need, from time to time, for the services of experienced animal control personnel; and

WHEREAS, on June 28, 2013 the City adopted an Addendum To and Modification Of an Interlocal Agreement between the City and County for Animal Control Services to extend its term until September 30, 2013;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Animal Control Services

a) The City agrees to the following:

1. To provide animal control services upon request from the Washington County Sherriff, or his/her designee. These services shall include, but not be limited to, handling animal bite cases, caring for injured animals, assisting with animals in a vehicle when the driver is placed under arrest, and/or assisting with animal seizure warrants, and shall be performed at the request and under the direction of the Washington County Sheriff or his/her designee; and

b) The County agrees to the following:

1. To pay to the City the amount of Sixty-Five and No/100 Dollars (\$65.00) per animal control service call (calls not involving animal bite cases) to which the City responds during each calendar month; and
2. To pay to the City the amount of One Hundred Seventy-Five and No/100 Dollars (\$175.00) for each animal control service call related to an animal bite case to which the City responds during each calendar month.

2.0 Purpose

The purpose of this Agreement is to allow the City to provide animal control services to the County.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

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

5.0 Term

This Agreement shall be effective beginning October 1, 2013 and shall remain in effect until March 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least one hundred twenty (120) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0.

6.0 Periodic Review

During the term of this Agreement, and beginning on or before October 1, 2013, the Parties may meet for the purpose of reviewing this Agreement to determine whether changed conditions necessitate revision of any of the terms of this Agreement and/or whether the funding structure is equitable for all Parties. Each Party may designate representatives to participate in the review process. As a result of this review process, the representatives may recommend changes to this Agreement for consideration by their respective governing bodies. This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 12.0 of this Agreement.

The failure of the Parties to review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

7.0 Payment

An itemized listing of charges incurred by the County under this Agreement shall be invoiced by the City to the County each month, and payment thereof shall be due and payable within thirty (30) days of the County's receipt of such invoice.

8.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

9.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

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

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other Parties.

10.0 Funding

The County shall pay for services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

11.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

12.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

13.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

14.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

15.0 Attorney's Fees

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

16.0 Indemnification

The County shall indemnify and save and hold harmless the City and its officers, agents, employees and volunteers from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney's fees incurred by the City, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts, omissions or willful misconduct of the County and/or City, or their officers, agents, employees or volunteers in the execution, operation, or performance of this Agreement.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the ____ day of September, 2013.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk



AGENDA ITEM 17

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 16, 2013															
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 an Interlocal Agreement Between the City of Brenham and Washington County for Animal Shelter Services and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Due to requirements of the Texas Open Meetings Act, the agenda for the September 19, 2013 Regular Council Meeting must be posted prior to the start of the September 16, 2013 Special Council Meeting. Therefore, any revisions made by the City Council to the ILA for animal shelter services in the special September 16 th meeting will be presented as handouts during the regular meeting on September 19 th .																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Interlocal Agreement (as presented at the September 16 th special meeting) between the City of Brenham and Washington County for animal shelter services																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County for animal shelter services and authorize the Mayor to execute any necessary documentation																
APPROVALS: Terry K. Roberts																

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR ANIMAL SHELTER SERVICES**

WHEREAS, this Interlocal Agreement is entered into by and between the following parties: the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as “City”, and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as “County”;

WHEREAS, the County does not have personnel on its staff experienced in the sheltering of animals; and

WHEREAS, the County does not have a facility to shelter such animals; and

WHEREAS, the County has the need from time to time for the services of an animal shelter and experienced shelter personnel; and

WHEREAS, on June 28, 2013 the City adopted an Addendum To and Modification Of an Interlocal Agreement between the City and County for Animal Shelter Services to extend its term until September 30, 2013;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Animal Shelter Services

- a) The City agrees to provide animal sheltering services to all County residents and County law enforcement officials, when needed, in accordance with the animal shelter policies and applicable regulations of the City. The City shall not be required to accept an animal for sheltering in the event the City does not have adequate space at its shelter to properly house the animal.
- b) The County agrees to pay the City for animal sheltering services provided by the City. The County shall pay the City the total amount of Thirty-Eight Thousand, One Hundred Ten and No/100 Dollars (\$38,110.00) for housing “County animals” in the City’s animal shelter facility for the duration of this six (6) month Agreement. The County’s payment of \$38,110.00 to the City shall be made in equal monthly installments as more fully described in Section 7.0.

For purposes of this Agreement, the term “County Animal” shall mean any animal, of any age, housed at the City’s animal shelter facility as a result of:

1. The City’s provision of animal control services at the request of the Washington County Sheriff or his designee; or
2. A Washington County, non-City, resident dropping off or presenting an animal (for example, an animal that is lost, abandoned or being forfeited) to the City’s animal shelter facility or City animal control personnel for care and/or custody.

2.0 Purpose

The purpose of this Agreement is to allow the City to provide animal sheltering services to all County residents and County law enforcement officials, when needed.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party’s discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

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

5.0 Term

This Agreement shall be effective beginning October 1, 2013 and shall remain in effect until March 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein as least one hundred twenty (120) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0.

6.0 Review

During the term of this Agreement, and beginning on or before October 1, 2013, the Parties may meet for the purpose of reviewing this Agreement to determine whether changed conditions necessitate revision of any of the terms of this Agreement and/or whether the funding structure is equitable for all Parties. Each Party may designate representatives to participate in the review process. As a result of this review process, the representatives may recommend changes to this Agreement for consideration by their respective governing bodies. This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 12.0 of this Agreement.

The failure of the Parties to review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

7.0 Payment

The total amount of \$38,110.00 payable to the City pursuant to this Agreement shall be due and payable to the City in six (6) equal monthly installments. The amount of Six Thousand Three Hundred Fifty-One and 66/100 Dollars (\$6,351.66) shall be invoiced by the City to the County each month, and payment thereof shall be due and payable within thirty (30) days of the County's receipt of such invoice.

8.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

9.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

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

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other Parties.

10.0 Funding

The County shall pay for animal sheltering services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

11.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

12.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

13.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

14.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

15.0 Attorney's Fees

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

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the ____ day of September, 2013.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk



AGENDA ITEM 18

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 16, 2013															
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 an Interlocal Agreement Between the City of Brenham and Washington County for Fire Protection and Rescue Services and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Due to requirements of the Texas Open Meetings Act, the agenda for the September 19, 2013 Regular Council Meeting must be posted prior to the start of the September 16, 2013 Special Council Meeting. Therefore, any revisions made by the City Council to the ILA for fire protection and rescue services in the special September 16 th meeting will be presented as handouts during the regular meeting on September 19 th .																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Interlocal Agreement (as presented, in redline format, at the September 16 th special meeting) between the City of Brenham and Washington County for fire protection and rescue services																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County for fire protection and rescue services and authorize the Mayor to execute any necessary documentation																
APPROVALS: Terry K. Roberts																

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR FIRE PROTECTION AND RESCUE SERVICES**

WHEREAS, the City of Brenham, hereafter referred to as “City” and Washington County, hereafter referred to as “County” are cooperating to provide fire protection and rescue service to the Washington County area pursuant to Texas Government Code, Chapter 791; and

WHEREAS, the City and the County obtain certain economies of scale by combining programs and having an experienced provider of services; and

WHEREAS, the City and the County have each determined that it would be mutually advantageous for the administration of fire protection and rescue service to have this Agreement to promote clarity and ease of understanding; and

WHEREAS, on June 28, 2013 the City adopted an Addendum To and Modification Of an Interlocal Agreement between the City and County for Fire Protection and Fire Rescue Services to extend its term until September 30, 2013; and

WHEREAS, the City and the County are authorized to enter into this Agreement in all respects;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Fire Protection and Rescue Services

a) The City agrees to the following:

1. To staff, operate and maintain a Fire Station for the benefit of all City and County residents as outlined in this Agreement.
2. To provide fire protection service within the City and in Division 5, an unincorporated area of the County, as shown on the Brenham Fire Divisions Coverage Map, attached hereto and incorporated herein as “Exhibit A”.
3. To provide rescue service within the City of Brenham, the City of Burton, and in all of the unincorporated areas of the County.

b) The County agrees to the following:

1. To pay the City for fire protection and rescue services provided by the City. The County shall pay the City the total amount of Thirty Two Thousand Eight Hundred Sixty-Five and No/100 Dollars (\$32,865.00) for fire protection and rescue services for the duration of this six (6) month Agreement. The County's payment of \$32,865.00 to the City shall be made in equal monthly installments as more fully described in Section 7.0.

2.0 Purpose

The purpose of this Agreement is to outline the terms and conditions of the City's provision of fire protection within Division 5, an unincorporated area of the County, and fire rescue service within the City of Brenham, City of Burton, and in all of the unincorporated areas of the County.

3.0 Breach

The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

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

5.0 Term

This Agreement shall be effective beginning October 1, 2013 and shall remain in effect until March 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least one hundred twenty (120) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0.

6.0 Review

During the term of this Agreement, and beginning on or before October 1, 2013, the Parties may meet for the purpose of reviewing this Agreement to determine whether changed conditions necessitate revision of any of the terms of this Agreement and/or whether the funding structure is equitable for all Parties. Each Party may designate representatives to participate in the review process. As a result of this review process, the representatives may recommend changes to this Agreement for consideration by their respective governing bodies. This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 12.0 of this Agreement.

The failure of the Parties to review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

7.0 Payment

The total amount of \$32,865.00 payable to the City pursuant to this Agreement shall be due and payable to the City in six (6) equal monthly installments. The amount of Five Thousand Four Hundred Seventy-Seven and 50/100 Dollars (\$5,477.50) shall be invoiced by the City to the County each month, and payment thereof shall be due and payable within thirty (30) days of the County's receipt of such invoice.

8.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

9.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

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

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other Parties.

10.0 Funding

The County shall pay for fire protection and rescue services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

11.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

12.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

13.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

14.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

15.0 Attorney's Fees

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

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the _____ day of September, 2013.

CITY OF BRENHAM

WASHINGTON COUNTY

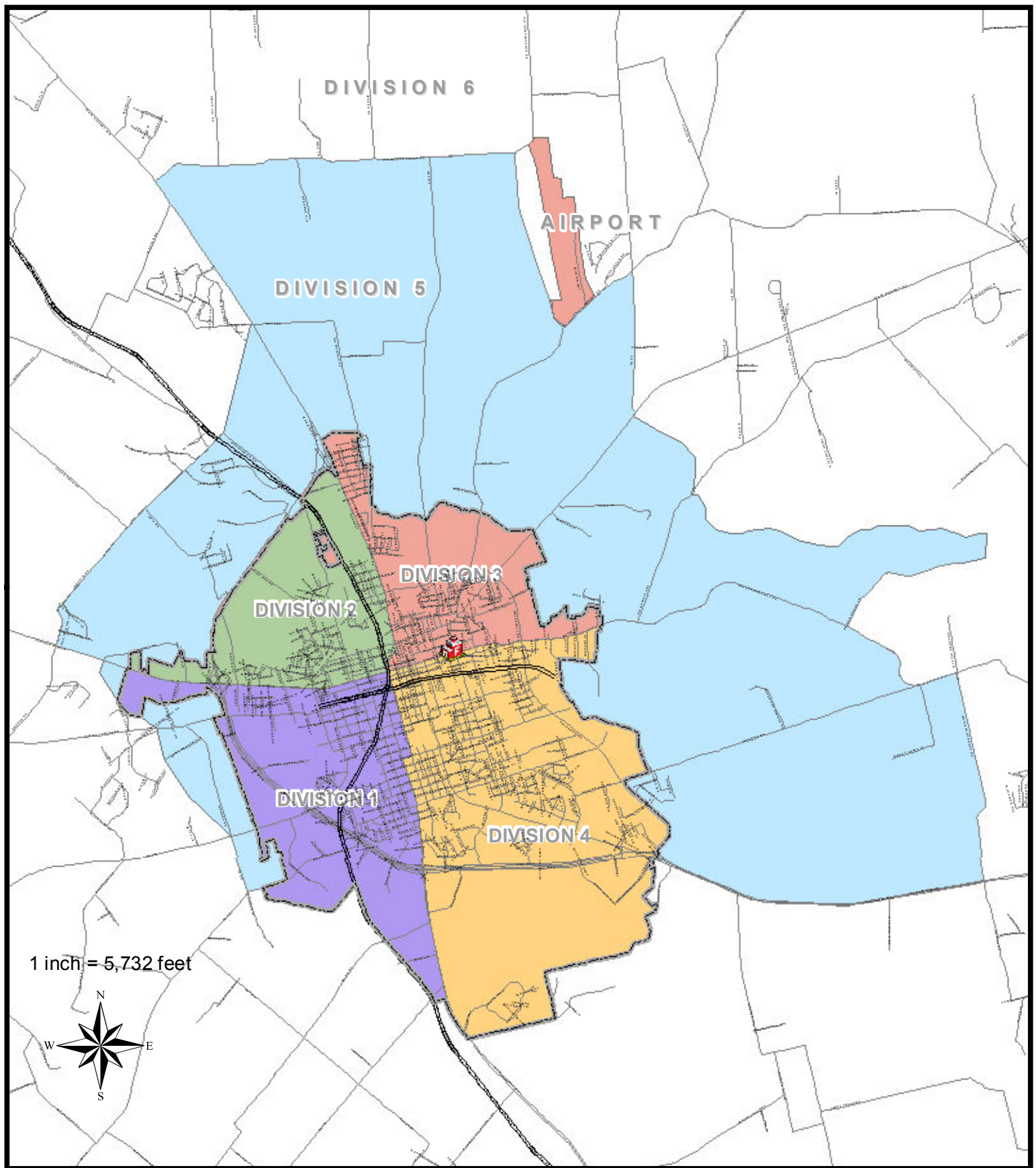
Milton Y. Tate, Jr.
Mayor

John Brieden
Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk



FIRE DIVISION

 **DIVISION 1**  **DIVISION 2**  **DIVISION 3**  **DIVISION 4**  **DIVISION 5**  **DIVISION 6**





AGENDA ITEM 19

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 16, 2013															
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 an Interlocal Agreement Between the City of Brenham and Washington County Related to Jail Services and 9-1-1 Emergency Communication Services and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Due to requirements of the Texas Open Meetings Act, the agenda for the September 19, 2013 Regular Council Meeting must be posted prior to the start of the September 16, 2013 Special Council Meeting. Therefore, any revisions made by the City Council to the ILA for jail services and 9-1-1 emergency communication services in the special September 16 th meeting will be presented as handouts during the regular meeting on September 19 th .																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Interlocal Agreement (as presented at the September 16 th special meeting) between the City of Brenham and Washington County related to jail services and 9-1-1 emergency communication services																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County related to jail services and 9-1-1 emergency communication services and authorize the Mayor to execute any necessary documentation																
APPROVALS: Terry K. Roberts																

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR JAIL SERVICES AND
9-1-1 EMERGENCY COMMUNICATION SERVICES**

WHEREAS, this Interlocal Agreement is entered into by and between the following parties: the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as “City”, and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as “County”; and

WHEREAS, the City and the County obtain certain economies of scale by exchanging jail services for 9-1-1 communication services; and

WHEREAS, the City and County have each determined that it would be mutually advantageous to have this Agreement to promote clarity and ease of understanding; and

WHEREAS, the City and the County are authorized to enter into this Agreement in all respects; and

WHEREAS, on December 13, 2012 the City enacted an Addendum To and Modification Of an Interlocal Agreement between the City and County for Jail Services and 9-1-1 Emergency Communication Services to extend its term until December 31, 2013;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Jail Services and 9-1-1 Communication Services

- a) The City agrees to provide all emergency and non-emergency communication services (related to the County’s law enforcement and emergency medical service functions) to the County.
- b) The County agrees to provide all jail services for the City.

2.0 Purpose

The purpose of this Agreement is to provide for the exchange of jail services for 9-1-1 communication services to directly benefit the residents of the City and the County.

3.0 Breach

The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

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

5.0 Term, Renewal

This Agreement shall be effective beginning January 1, 2014 and shall remain in effect until March 31, 2014. Either Party, however, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least thirty (30) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 9.0. Further, this Agreement is also subject to termination for breach as provided for in Section 3.0

6.0 Periodic Review

During the term of this Agreement, and beginning on or before January 1, 2014, the Parties may meet for the purpose of reviewing this Agreement to determine whether changed conditions necessitate revision of any of the terms of this Agreement and/or whether the funding structure is equitable for all Parties. Each Party may designate representatives to participate in the review process. As a result of this review process, the representatives may recommend changes to this Agreement for consideration by their respective governing bodies. This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 11.0 of this Agreement.

The failure of the Parties to review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

7.0 Payment

There shall be no monetary payment by either party for the services outlined in this Agreement; the mutual covenants herein and the services exchanged pursuant to this Agreement shall constitute the consideration for this Agreement.

8.0 Texas Law to Apply

This Agreement shall be construed under an in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

9.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

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

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other Parties.

10.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

11.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

12.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

13.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

14.0 Attorney's Fees

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

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the _____ day of September, 2013.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk



AGENDA ITEM 20

DATE OF MEETING: September 19, 2013	DATE SUBMITTED: September 16, 2013															
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 an Interlocal Agreement Between the City of Brenham and Washington County for the Comprehensive Exchange of Service and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Due to requirements of the Texas Open Meetings Act, the agenda for the September 19, 2013 Regular Council Meeting must be posted prior to the start of the September 16, 2013 Special Council Meeting. Therefore, any revisions made by the City Council to the ILA for the comprehensive exchanges of services in the special September 16 th meeting will be presented as handouts during the regular meeting on September 19 th .																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Interlocal Agreement (as presented at the September 16 th special meeting) between the City of Brenham and Washington County for the comprehensive exchange of services																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County for the comprehensive exchange of services and authorize the Mayor to execute any necessary documentation																
APPROVALS: Terry K. Roberts																

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR THE COMPREHENSIVE EXCHANGE OF SERVICES**

WHEREAS, the City of Brenham, hereafter referred to as “City” and Washington County, hereafter referred to as “County,” each also hereinafter sometimes referred to individually as “Party” or collectively as “Parties,” desire to cooperate to provide multiple public services within the City and Washington County as set forth in this “Interlocal Agreement between the City of Brenham and Washington County for the Exchange of Services,” hereinafter referred to as “Agreement,” as authorized by Texas Government Code, Chapter 791; and

WHEREAS, in an effort to find a mutually agreed-upon solution to the delivery of local governmental services, while meeting the objective to achieve fairness and equity, the City and County agree to an exchange of certain public services as outlined in this Agreement; and

WHEREAS, the exchange of services enables each Party to operate and manage the agreed upon designated services in such a manner that enables each Party to control its own costs, and each Party is responsible for ensuring delivery of quality service to the citizens of the City and County; and

WHEREAS, this Agreement requires the City and the County to deliver certain services to all citizens of Washington County without either Party charging fees to the other Party for those services; and

WHEREAS, the Parties acknowledge and agree that the mutual exchange of services and the other terms, conditions and obligations contained in this Agreement constitute fair and adequate consideration for the services being provided and received by each Party; and

WHEREAS, the services to be provided by the City to the County under this Agreement are: fire and rescue, animal control, animal shelter and library services, as more fully described herein; and

WHEREAS, the services to be delivered by the County to the City under this Agreement are as follows: public safety and other governmental agency communications services, emergency medical services (EMS) and jail services, as more fully described herein; and

WHEREAS, the citizens of the City and County will be treated uniformly with no difference in cost charged to City and County citizens for services provided by either Party; and

WHEREAS, the City and the County obtain certain economies of scale by combining programs and having an experienced provider of services; and

WHEREAS, the City and the County have each determined that it would be mutually advantageous for the administration of the mutual exchange of services to enter into this Agreement to promote clarity and ease of understanding; and

WHEREAS, the City and the County are authorized to enter into this Agreement in all respects;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

SECTION 1. **RECITALS**

The recitals set forth above are incorporated herein by reference, as if fully set forth in the body of this Agreement.

SECTION 2. **BACKGROUND**

Prior to the effective date of this Agreement, the City provided fire and rescue, animal control, animal shelter and library services under separate interlocal agreements at a specific funding amount. Pursuant to this Agreement, those services will be exchanged for the County services contained herein.

Prior to the effective date of this Agreement, the County provided EMS to all City and County citizens as a County department operation, and also provided all jail services for City prisoners to the City as part of an exchange of jail services for communications services interlocal agreement.

In this new Agreement, in addition to continuing to provide EMS and jail services, the County shall assume responsibility for the funding, operation and management of a county-wide Communications Department as part of the more comprehensive exchange of services. The City shall continue to provide for the funding, operation and management of fire and rescue, animal control, animal shelter and library services to citizens of the County in the same manner as before, but now as an exchange of public services rather than for monetary compensation.

SECTION 3. **SERVICE LEVELS MAINTAINED**

Each Party shall continue to provide the functions and operation of the respective services and departments identified in this Agreement in the same manner and to the same level of service as being provided at the time of the effective date of this Agreement. Neither Party may be required to increase, improve, expand or enhance any service being provided pursuant to this Agreement except in accordance with a written amendment to this Agreement approved by the Parties; however, either Party may voluntarily increase, improve, expand or enhance any service it is providing pursuant to this Agreement without obtaining the approval of the other Party.

Further, neither Party may decrease, degrade, reduce or diminish any service it is providing pursuant to this Agreement except as allowed for library system accreditation as a City library system by the Texas State Library and Archives Commission or its successor agency, or in accordance with a written amendment to this Agreement approved by the Parties.

SECTION 4.
SUMMARY OF SERVICE LEVELS PRIOR TO EFFECTIVE DATE
OF AGREEMENT

Jail Services: Prior to the effective date of this Agreement, the County provided all jail services to the City at no cost pursuant to a jail for communication services interlocal agreement that remains in effect through December 31, 2013. This Agreement provides for the County continuing full jail services at the same service levels as currently provided by the County, but as part of a more comprehensive exchange of services and without any monetary funding by the City.

EMS Services: Prior to the effective date of this Agreement, the County provided EMS services as a County operated department to all citizens of Washington County, including residents of the City. This Agreement provides for continuing full EMS services to the City at no cost to the City in the same manner as EMS services have historically been performed by the County without the existence of an interlocal agreement between the City and County.

Fire and Rescue Services: Prior to the effective date of this Agreement, the City provided fire and rescue service to the County, in accordance with the “Interlocal Agreement Between the City of Brenham and Washington County for Fire Protection and Fire Rescue Services” effective January 1, 2013, in the following manner: county-wide rescue service, primary fire response coverage for Division 5 and mutual aid response if the City is the closest adjoining fire department. Mutual aid service levels shall be maintained as outlined in the Interlocal Agreement for Mutual Aid for Fire Protection attached hereto and incorporated herein as Exhibit A. This Agreement provides for continuing the fire and rescue services at the same service levels as currently provided to the County, but as part of a more comprehensive exchange of services and without any monetary funding by the County.

Communications Services: Prior to the effective date of this Agreement, the City provided communications and other services to various public agencies in Washington County including but not limited to the City, County, Blinn College, Texas Department of Public Safety and Burton at no cost to the County, pursuant to a jail for communication services interlocal agreement that remains in effect through December 31, 2013. This Agreement provides for the operations and functions of the Communications Department, as further detailed in this Agreement and in the Emergency Communications Department Policy Manual, including but not limited to the user group policy documents (provided that all policies and any revisions thereto comply with Section 3 of this Agreement), to be transferred to and be performed by the County at the same service levels as currently provided by the City, at no monetary cost to the City.

Animal Control and Animal Shelter Services: Prior to the effective date of this Agreement, the City provided animal control services and animal shelter services to the County in accordance with the Interlocal Agreement Between the City of Brenham and Washington County for Animal Control Services and the Interlocal Agreement Between the City of Brenham and Washington County for Animal Shelter Services, both of which were effective January 1, 2013. This Agreement provides for continuing the animal control services and animal shelter services at the same service levels as currently provided but as part of a more comprehensive exchange of services and without any monetary funding by the County.

Library Services: Prior to the effective date of this Agreement, the City provided library services to the County as outlined in the Interlocal Agreement Between the City of Brenham and Washington County for Library Services effective January 1, 2013. This Agreement provides for continuing the library services at service levels required for library system accreditation as a City library system as defined by the applicable regulations of the Texas State Library and Archives Commission or its successor agency, but as part of a more comprehensive exchange of services and without any monetary funding by the County.

SECTION 5.
TRANSFER OF RESPONSIBILITY FOR COMMUNICATIONS FROM
CITY TO COUNTY

As part of the exchange of services provided for in this Agreement, the County agrees to fund, operate and manage the county-wide Communications functions and services, to be wholly transferred from a City Department to a County Department, said transfer to the County to be fully completed and effective as of 12:01 o'clock a.m., Central Time, on the 1st day of April, 2014. Under no circumstances shall the date and time of said transfer be delayed to occur later than 12:01 o'clock a.m., Central Time on April 1, 2014, unless this Agreement is amended by mutual agreement of the City Council and County Commissioners Court as provided for in Section 26 of this Agreement.

SECTION 6.
COUNTY COMMUNICATIONS DEPARTMENT

The County shall operate the Communications functions and services as a separate independent department of the County. The head of the Department will report to the County Judge and Commissioners Court.

SECTION 7.
CONTINUATION OF COMMUNICATIONS POLICY BOARD

As currently exists with the City Communications operation, the County shall establish a Communications Policy Board consisting of at least the public safety heads of the major users of the service, and representing the following positions: County Communications Department Head, County Sheriff, County EMS Director, City Police Chief, and City Fire Chief. The Policy Board will meet on a regular basis to provide policy advice and provide a forum for addressing any service delivery issues or other concerns.

Both the City and County, through their members on the Policy Board and respective governing bodies of the participating public safety agencies, pledge to ensure the maintenance of professional, high quality communications services because of the public safety nature and impact of the Communications operation.

Public safety software is addressed in a separate Interlocal Agreement for Acquisition and Management of Computer Services attached hereto and incorporated herein as Exhibit B with the annual maintenance cost allocated between the City and County. Decisions regarding software choices for public safety agencies are a joint decision of the City and County because funding is shared by the Parties. Any recommendations concerning software shall be made to the City and County by the Communications Policy Board.

SECTION 8.
INITIAL LOCATION OF COUNTY COMMUNICATIONS OPERATIONS

The County desires to continue operation of the county-wide Communications Department within the current City-owned facilities, utilizing the City-owned real property and improvements, and also utilizing certain other assets and equipment of the City. The City Council and County Commissioners Court hereby respectively authorize the Mayor and County Judge to approve a Communications Facility and Equipment Lease Agreement for use of the City-owned building and certain City equipment and facilities for the operation of the County Communications Department, said Lease Agreement to be effective for a five (5) year term with monthly rental payments to the City in the amount of One Thousand and No/100 Dollars (\$1,000.00). The Mayor and County Judge shall execute said Lease Agreement on behalf of their respective governing bodies upon mutual agreement of the terms and conditions thereof.

The County intends to relocate the County Communications operation to a County-owned facility at a future date.

SECTION 9.
IT SUPPORT OF COMMUNICATIONS OPERATION

The County shall provide its own information technology (IT) support associated with its Communications operation, as well as support for the Sherriff's Office (SO) and EMS functions. After the effective date of this Agreement, when the County assumes management of the Communications function, the City's IT Department shall confer and assist the County IT staff with transitional IT assistance related to the County Communications Department operation until December 31, 2014. The City and County acknowledge and agree that said City IT Department may be consulted after December 31, 2014, but may only perform actual IT Services for the County under a separate agreement that provides for compensation to the City as may be agreed to by the Parties.

SECTION 10.
TRANSITION OF CITY COMMUNICATIONS DEPARTMENT EMPLOYEES

To assist with a smoother transition and because City Communications Department personnel are knowledgeable about the current communications operations, all employees of the City Communications Department that 1) are in good standing with the City on the effective date of this Agreement; and 2) desire to work in the County Communications Department, shall be employed by the County for similar positions within the County Communications Department.

An employee of the City Communications Department who is in good standing and desires to accept employment with the County Communications Department shall inform the City of his or her decision to accept employment with the County Communications Department no later than February 1, 2014. City Communications Department employees not hired by the County or who do not find positions within the City organization will be afforded personnel benefits as provided for in the City's Human Resources Policy Manual. City Communications Department employees that are employed by the County Communications Department pursuant to this Section 10 shall be provided credit for up to forty (40) sick leave hours, at City's cost, and said sick leave shall be immediately available for use by such employees upon employment by the County, notwithstanding any conflicting policy of the County.

SECTION 11.
SCOPE OF SERVICES TO BE PROVIDED BY CITY PURSUANT TO THIS
AGREEMENT

A. Fire Protection and Rescue Services

- a) The City agrees to provide the following fire protection and rescue services in accordance with its Standard Operating Procedures:
 - 1. To staff, operate and maintain a Fire Station for the benefit of all City and County residents as outlined in this Agreement.
 - 2. To provide fire protection service within the City and in Division 5, an unincorporated area of the County, as shown on the Brenham Fire Divisions Coverage Map, attached hereto and incorporated herein as Exhibit C, as well as providing a mutual aid (See Exhibit A attached hereto) response to adjoining fire departments when the Brenham Fire Department is the next closest fire department.
 - 3. To provide rescue service within the City of Brenham, City of Burton, and in all of the unincorporated areas of the County.

B. Animal Control Services

- a) The City agrees to provide animal control services, at the same level as outlined in the Interlocal Agreement Between the City of Brenham and Washington County for Animal Control Services effective January 1, 2013, upon request from the Washington County Sheriff, or his/her designee. These services shall include, but not be limited to, handling animal bite cases, caring for injured animals, assisting with animals in a vehicle when the driver is placed under arrest, and/or assisting with animal seizure warrants, and shall be performed at the request and under the direction of the Washington County Sheriff or his/her designee.

C. Animal Shelter Services

- a) The City agrees to provide animal sheltering services, at the same level as outlined in the Interlocal Agreement Between the City of Brenham and Washington County for Animal Shelter Services effective January 1, 2013, to all County residents and County law enforcement officials, when needed, in accordance with the animal shelter policies and applicable regulations of the City. The City shall not be required to accept an animal for sheltering in the event the City does not have adequate space at its shelter to properly house the animal.

D. Library Services

- a) The City agrees to staff, operate, and maintain a public library for the benefit of all City and County residents. The City library system shall meet all City library system accreditation requirements as defined by the applicable regulations of the Texas State Library and Archives Commission or its successor agency.

SECTION 12. **SCOPE OF SERVICES TO BE PROVIDED BY COUNTY PURSUANT TO THIS** **AGREEMENT**

A. Communications Services

- a) The County agrees to provide county-wide Communications functions and services, twenty-four (24) hours per day and three hundred sixty-five (365) days per year, to the City and County public safety agencies as provided in this Agreement. The Parties also agree that Communications services will continue to meet the service delivery needs and standards of the City and County public safety user agencies and other governmental user agencies. These standards include but are not limited to the following:
 - 1. Compliance with Department of Public Services (DPS) regulations for operation of the Texas Law Enforcement Telecommunications System (TLETS);
 - 2. Ensuring the Communications component of the City's ISO's (Insurance Service Organization) PPC (Public Protection Classification) rating is maintained at its current (or improved) level;
 - 3. Compliance with 9-1-1 Public Safety Answering Point (PSAP) regulations of the State of Texas;
 - 4. Continue the same level of quality control for assisting Washington County Emergency Medical Services (EMS) with pre-arrival instructions for EMS patients;
 - 5. Compliance with communications standards outlined in Texas Best Practices certification held by the Brenham Police Department;
 - 6. Continue performing all services, operations and functions being performed on the effective date of this Agreement, including but not limited to the services, operations and functions outlined in the Emergency Communications Department Policy Manual, including but not limited to the user group policy documents (provided that all policies and any revisions thereto comply with Section 3 of this Agreement); and
 - 7. Compliance with all requirements and standards related to the Brazos Valley Wide Area Communications System (BVWACS)

B. EMS Services

- a) The County agrees to provide paramedic emergency medical services (“EMS”), twenty-four (24) hours per day and three hundred sixty-five (365) days per year, to all citizens of and locations within Brenham and Washington County. The Parties agree that the County shall provide all EMS-related services to the citizens of the City at the same cost as may be charged to citizens of Washington County residing outside of the corporate limits of the City.

C. Jail Services

- a) The County agrees to provide all jail services to the City at the County’s jail facilities for any and all persons arrested by a City peace officer pursuant to their authority as prescribed by law (said arrested person or persons being herein called "prisoner"). Upon presentation by a City peace officer of a prisoner arrested, the County shall process the prisoner, in accordance with its customary procedures, and shall compile appropriate sets of records regarding all such prisoners. County shall provide without limitation housing, meals, medical care, transportation (except as otherwise provided herein below), security, and all other jail services for City prisoners. Any prisoner scheduled to appear in the City’s Municipal Court shall be picked-up at the County jail facility and transported to Municipal Court by the City Marshal. The City Marshal shall be responsible for returning said prisoner from Municipal Court to the County’s jail facility. The County agrees that it will not require or permit removal from its jail facilities or transfer a City prisoner processed pursuant to this Agreement unless:
 - 1. Lawfully ordered by a Court of competent jurisdiction;
 - 2. Required in compliance with a Writ of Habeas Corpus;
 - 3. Bail bond is furnished;
 - 4. Authorized by a City peace officer;
 - 5. Required for necessary medical treatment and/or hospitalization; or
 - 6. As otherwise required by law.

SECTION 13. **PURPOSE**

The purpose of this Agreement is to outline the terms and conditions of the exchange of public services between the City and County as provided for in this Agreement.

SECTION 14.
BREACH

The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law, including but not limited to specific performance. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and (iii) the breaching Party has been given advance written approval to proceed by the non-breaching Party. Such notice of breach shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

SECTION 15.
WAIVER

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

SECTION 16.
TERM

This Agreement shall be effective for an Initial Term of five (5) years beginning April 1, 2014 and shall remain in effect until March 31, 2019. If either Party desires to terminate this Agreement at the end of the Initial Term, the terminating Party must provide written notice of termination to the other Party no later than March 31, 2018. After the Initial Term, this Agreement shall automatically renew annually for a subsequent one (1) year period ("Renewal Term"). Either Party, however, notwithstanding any other provision contained in this Agreement, may terminate this Agreement without cause at any time by giving written notice to the other Party in the manner provided herein at least one (1) year prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 20. Further, this Agreement is also subject to termination for breach as provided for in Section 14.

SECTION 17.
REVIEW

During the term of this Agreement, and beginning on or before October 1, 2017, the Parties shall meet at least once (or more frequently as deemed appropriate by the Parties) for the purpose of reviewing this Agreement to determine whether changed conditions necessitate revision of any of the terms of this Agreement. Each Party may designate representatives to participate in the review process. As a result of this review process, the representatives may recommend changes to this Agreement for consideration by their respective governing bodies. This Agreement may be amended upon the mutual agreement of the Parties as provided in Section 26 of this Agreement.

The failure of the Parties to review this Agreement as provided in this Section shall not affect the validity of this Agreement, or any other provision herein.

SECTION 18.
CONSIDERATION

The City and County acknowledge and agree that the mutual exchange of services and the other terms, conditions and obligations contained in this Agreement constitute fair and adequate consideration for the services being provided and received by each Party, and neither Party is entitled any monetary compensation from the other Party for any services provided pursuant to this Agreement.

Each Party hereby reserves the right to assess and collect fees from City and County citizens, and other service recipients, for services provided by the Party pursuant to this Agreement; provided, however, the citizens of the City and County will be treated uniformly with no difference in fees charged to City and County citizens for services provided by either Party.

SECTION 19.
TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas. The Parties agree that exclusive venue for any dispute, claim, cause of action or other legal proceeding arising under this Agreement shall be in Washington County, Texas.

SECTION 20.
NOTICE

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

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

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective five (5) days after the post mark date. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other Parties.

SECTION 21.
FUNDING

The City and County shall each fund their respective obligations required to be performed pursuant to this Agreement from current revenue funds or any other lawfully available source.

SECTION 22.
LIABILITY; INDEMNIFICATION

Except as otherwise provided herein, in providing services under this Agreement, each Party to this Agreement will be responsible for its own actions and/or omissions and the actions and/or omissions of its officers, employees, contractors, agents and volunteers, and shall not be liable for any civil liability that may arise from the furnishing or performance of the services by the other Party.

Except as otherwise provided herein, each Party to this Agreement expressly waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

The Parties acknowledge and agree that the City, in performing animal control services pursuant to this Agreement, is acting at the request and under the direction of the Washington County Sheriff or his/her designee, without the benefit of County-adopted animal control regulations. Therefore, notwithstanding any other provision in this Agreement, the Parties agree that the County shall indemnify and save and hold harmless the City and its officers, agents, employees and volunteers from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney's fees incurred by the City, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts, omissions or willful misconduct of the County and/or City, or their officers, agents, employees or volunteers in the execution, operation, or performance of animal control services provided by the City pursuant to this Agreement. The County's indemnification of the City pursuant to this paragraph shall not apply to any acts, omissions or willful misconduct of the City or its officers, agents, employees or volunteers in the execution, operation, or performance of animal shelter services provided by the City pursuant to this Agreement

SECTION 23. **INSURANCE**

Throughout the term of this Agreement, the City and County shall provide and maintain:

1. General Liability Insurance or coverage through a risk pool and Business Automobile Liability Insurance or coverage through a risk pool on all owned, non-owned or hired vehicular equipment in the following minimum amounts:

County – Auto Liability Coverage

Bodily Injury Liability:

Each Person: \$100,000

Each Accident: \$300,000

Property Damage Liability

Each Accident: \$100,000

County – General Liability Coverage

Bodily Injury Liability:

Each Person: \$100,000

Each Occurrence: \$300,000

Property Damage Liability

Each Occurrence: \$100,000

Damage to Rented Premises \$50,000

Personal and Advertising Injury Liability

Per Person \$100,000

Per Offense/Aggregate \$300,000

Employee Benefits Liability \$100,000

Medical Payment Per Person \$5,000

City – Auto Liability Coverage

Bodily Injury Liability:

Each Person: \$250,000

Each Accident: \$500,000

Property Damage Liability

Each Accident: \$100,000

City – General Liability Coverage

Bodily Injury Liability:

Each Person: \$250,000

Each Occurrence: \$500,000

Property Damage Liability

Each Occurrence: \$100,000

Damage to Rented Premises \$50,000

Personal and Advertising Injury Liability

Per Person \$250,000

Per Offense/Aggregate \$500,000

Employee Benefits Liability \$100,000

Medical Payment Per Person \$5,000

Each Party shall provide the other Party a certificate of coverage issued by the Party's insurer(s) or risk pool. The Parties shall not permit or cause any insurance/coverage required by this Agreement to be cancelled or permit any insurance/coverage required by this Agreement to lapse during the term of this Agreement.

If providing coverage through an insurance company, only Insurance companies licensed and admitted to do business in the State of Texas will be accepted.

"Claims Made" policies will not be accepted.

Each insurance policy/coverage document 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 has been given to each Additional Insured.

SECTION 24. **INDEPENDENT CONTRACTOR**

Each Party shall operate under this Agreement as an independent contractor, and not as an agent, representative or employee of the other. Subject to the terms of this Agreement, and except as otherwise provided herein, each Party shall have the right to control the details of its performance hereunder.

SECTION 25. **LEGAL CONSTRUCTION; HEADING**

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

SECTION 26. **ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

SECTION 27.
PARTIES BOUND

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

SECTION 28.
GENDER

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

SECTION 29.
ATTORNEY'S FEES

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

SECTION 30.
IMMUNITY OR DEFENSE

It is expressly understood that the County and the City do not waive, and shall not be deemed to waive, any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions. Nothing in this Agreement shall be construed to create a right or a ground of recovery for any third party.

SECTION 31.
SUCCESSORS AND ASSIGNS; PARTIES BOUND

Neither Party hereto shall assign, sublet or transfer its interest herein without prior written consent of the other Party, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

SECTION 32.
CONTRACT CONSTRUCTION

The Parties acknowledge that each Party and its legal counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

SECTION 33.
FORCE MAJEURE

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligation hereunder is delayed for any reason of war or terrorism; civil commotion, acts of God; inclement weather; governmental restrictions, regulations or interferences; fires; strikes; lockouts; national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was so delayed.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the _____ day of _____, 2013.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
County Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk