



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, SEPTEMBER 7, 2017 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Y. Tate, Jr.**
- 3. Service Recognition**
 - **Dane Rau, Public Works 15 Years**
- 4. Proclamations**
 - **Childhood Cancer Awareness Month**
 - **Constitution Week**
 - **Washington County READ**
 - **40th Anniversary of First Baptist Church School** **Pages 1-4**
- 5. Citizens 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 July 5, 2017, July 6, 2017, and July 7, 2017 Budget Workshops and July 6, 2017 and July 20, 2017 Regular City Council Meetings **Pages 5-27**

6-b. Ordinance No. O-17-011 on Its Second Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Transfer Station Rates **Pages 28-33**

PUBLIC HEARING

7. **Proposed Tax Rate of \$0.5170 per \$100 Valuation for Fiscal Year Beginning October 1, 2017 and Ending September 30, 2018** **Pages 34-35**

REGULAR SESSION

8. **Discuss and Possibly Act Upon the Ballot for TML MultiState Intergovernmental Employee Benefits Pool Board of Trustees TML Region 10 and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 36-38**
9. **Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M1817BREN with TxDOT for FY2018 and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 39-51**
10. **Discuss and Possibly Act Upon Resolution No. R-17-014 Adopting an Internal Ethics and Compliance Program as Required by the Texas Department of Transportation Traffic Safety STEP Grant Program** **Pages 52-57**
11. **Discuss and Possibly Act Upon Resolution No. R-17-015 Authorizing the Acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) Grant for Speed Enforcement During the Specific Period of October 1, 2017 through September 30, 2018** **Pages 58-89**
12. **Administrative/Elected Officials Report**

EXECUTIVE SESSION

13. **Section 551.087 – Texas Government Code – Economic Development Negotiation – Discuss and Deliberate Project Chatt Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate In or Near the City of Brenham and With Which the City is Conducting Economic Development Negotiations** **Page 90**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutory recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.
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Adjourn

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

CERTIFICATION

I certify that a copy of the September 7, 2017 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 1, 2017 at **3:30 PM**.

Kacey A. Weiss

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 _____, 2017 at _____ AM PM.

Signature

Title

PROCLAMATION

WHEREAS, In the U.S., 15,780 children under the age of 19 are diagnosed with cancer every year; approximately 1/4 of them will not survive the disease; and

WHEREAS, The causes of pediatric cancer are still largely unknown, and though new discoveries are resulting in new treatments, this heartbreaking disease continues to scar families and communities in ways that may never fully heal; and

WHEREAS, September is National Childhood Cancer Awareness Month and represents an annual opportunity for supporters nationwide to focus on and raise awareness of the challenges of childhood cancer; and

WHEREAS, In Brenham, Texas, Adam's Angels Ministry, a local charitable organization, supports families who face childhood cancer and encourages everyone to join in their efforts to help defeat this terrible disease; and

WHEREAS, It is right and just for the City Council and the residents of Brenham to join together with Adam's Angels and all children and families touched by childhood cancer to raise awareness and encourage funding;

NOW, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do hereby proclaim September 2017 as

CHILDHOOD CANCER AWARENESS MONTH

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.

Milton Y. Tate Jr., Mayor
City of Brenham

PROCLAMATION

WHEREAS, September 17, 2017, marks the two hundred thirtieth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do hereby proclaim the week of September 17-23, 2017 as

CONSTITUTION WEEK

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.

Milton Y. Tate Jr., Mayor
City of Brenham

PROCLAMATION

- WHEREAS,** A community read program encourages reading by having all involved read the same book; and
- WHEREAS,** Lifetime Learning, a group of volunteers who have been bringing outstanding speakers and classes to the Washington County area since 2002, has proposed a ninth annual Washington County READ; and
- WHEREAS,** On October 19, 2017, at 5:30 p.m. Lifetime Learning and Unity Theatre will hold a free reception with refreshments catered by Design II, a presentation by award-winning author Paulette Jiles, and an interpretive reading; and
- WHEREAS,** This endeavor has the support of Unity Theatre, *Brenham Banner Press*, KTEX/KWHI Radio, The Book Nook, Blinn College, Nancy Carol Roberts Memorial Library, Brenham ISD, Washington County Chamber of Commerce, and many individuals and businesses in the community; and
- WHEREAS,** The Honorary Chairs of this event are: Arthur Hahn, Managing Editor, *Brenham Banner Press* and Tom D. Whitehead, President and General Manager, KTEX/KWHI Radio; and
- WHEREAS,** During the Washington County READ, which begins September 5, 2017 and concludes October 19, 2017, all residents of Washington County are encouraged to read *NEWS OF THE WORLD* by Paulette Jiles, which is a story of friendship and adventure in Texas in the 1870s; and
- WHEREAS,** It is right and just for the City Council and the residents of Brenham to join together to applaud the volunteers with Lifetime Learning for their dedication to service and their commitment to encourage reading;

NOW, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do hereby proclaim September 5, 2017 through October 19, 2017 as the official period for

The Washington County READ

In Witness Whereof, I have set my hand and affixed the Seal of Brenham.

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

PROCLAMATION

- WHEREAS,** Since 1977, First Baptist Church School has provided a Christ centered education to the children of Brenham and Washington County; and
- WHEREAS,** During this time, First Baptist Church School has worked with enthusiasm and commitment with families that desire a Christ centered education for their children; and
- WHEREAS,** For 40 years, First Baptist Church School has been and continues to be dedicated to providing high quality academic standards by nurturing the spiritual, intellectual, social and physical growth of our students in a wholesome Christian environment; and
- WHEREAS,** First Baptist Church School has been a part of thousands of students educational journey, and we continue to honor the commitment made 40 years ago by our founders; and
- WHEREAS,** First Baptist Church School has been and continues to be an important part of the tradition of educational excellence for children from 6 weeks old through 6th grade in Brenham and Washington County;

NOW, THEREFORE, I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do hereby proclaim the 2017-2018 school year as

The 40th Anniversary for First Baptist Church School

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.

Milton Y. Tate Jr., Mayor
City of Brenham

Brenham City Council Minutes

A special budget workshop meeting of the Brenham City Council was held on July 5, 2017 beginning at 8:30 a.m. in the Brenham City Hall, Conference Room 2-A, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Members absent:

None.

Others present:

City Manager Terry Roberts, ACM – General Government Ryan Rapelye, ACM-Chief Financial Officer Carolyn Miller, ACM - Public Utilities Lowell Ogle, City Secretary Jeana Bellinger, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Director of Community Services Wende Ragonis, Director of Public Utilities Dane Rau, City Engineer Lori Lakatos, Development Services Manager Erik Smith, Kaci Konieczny, Debbie Gaffey, Amber Pendergraff, Stacy Hardy, and Susan Nienstedt.

Citizens present:

None.

Media Present:

Arthur Hahn, Brenham Banner Press

1. Call Meeting to Order

2. FY 2017-18 Proposed Budget Discussions

City Manager Terry Roberts welcomed Council and advised that the FY18 proposed budget takes into account the direction and priorities of the City Council and management staff, as addressed in strategic planning sessions and during the Council pre-budget workshop held in May, 2017.

Roberts explained that the proposed FY18 budget being presented to them during the next few days of budget workshop is a budget of \$64 million that is balanced with no increase in the O&M (operations and maintenance) tax rate, a half-cent increase in the I&S (interest and sinking) tax rate for general government debt projects and no increase in utility rates.

Roberts advised Council that when putting together the proposed FY18 staff has focused on revenue items/trends, personnel items/trends, expenditure items/trends, capital equipment, and debt projects.

Assistant City Manager – Director of Public Utilities Lowell Ogles advised Council that his team focused on five utility fund budget priorities:

1. Maintaining the competitiveness of electric rates and ensure rates generate revenues sufficient to cover the cost of service program which includes ongoing O&M expenditures, debt service, General Fund support, capital equipment turnover, and infrastructure enhancements and replacements that improve system reliability.
2. Keep the gas system safe and reliable and promote natural gas as a cheap, safe, clean alternative to electricity.
3. Improve water treatment controls and replace aging infrastructure to increase system reliability and reduce water loss.
4. Maintain the wastewater system infrastructure but minimize any unnecessary capital investments until there is a significant reduction in debt liability.
5. Maintain a reliable and efficient solid waste operation at a reasonable cost to the public and ratepayers. This is accomplished through the operational efficiencies of multiple business lines operating together.

The following utility departmental budgets were presented to the Council by staff:

- Electric Fund
 - Dept. 132 – Utility Billing
 - Dept. 160 – Public Utilities
 - Dept. 161 - Electric
- Gas Fund
 - Dept. 162 – Gas

- Water Fund
 - Dept. 163 – Water Treatment
 - Dept. 164 – Water Construction
- Wastewater Fund
 - Dept. 165 – Wastewater Construction
 - Dept. 166 – Wastewater Treatment
- Sanitation Fund
 - Dept. 042 – Transfer Station
 - Dept. 043 – Collection Station
 - Dept. 140 – Recycling Center
 - Dept. 142 – Residential Collection

Assistant City Manager - Chief Financial Officer Carolyn Miller presented a brief overview of the General Fund budget for FY18. Miller explained in detail primary revenue sources, 10 year revenue trends, and discussed various revenue enhancements.

Miller stated that the budget priorities for the General Fund in FY18 are:

1. Preparing a balanced budget with no O&M tax rate increase for FY2017-18.
2. Provide funding for capital expenditures to preserve the current level of service to the community and citizens.
3. Maintain the 90 day reserve policy and 5 day reserve for Renovations and Replacements.

The following general fund departmental budgets were then presented to the Council by staff:

- Dept. 131 – Maintenance
 - Fund 220 – Central Fleet
- Dept. 141 – Streets
- Dept. 144 – Parks
 - Fund 234 – Parks Capital Improvements
- Dept. 167 – General Government Services
- Dept. 128 – Engineering
- Dept. 148 – Airport
 - Fund 203 – Airport Capital Improvements
 - Fund 227 – FEMA Disaster Relief
- Dept. 122 – Development Services & Code Enforcement
- Dept. 172 – Information Technology

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

Brenham City Council Minutes

A special budget workshop meeting of the Brenham City Council was held on July 6, 2017 beginning at 8:30 a.m. in the Brenham City Hall, Conference Room 2-A, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Members absent:

Others present:

City Manager Terry Roberts, ACM – General Government Ryan Rapelye, ACM-Chief Financial Officer Carolyn Miller, ACM - Public Utilities Lowell Ogle, City Secretary Jeana Bellinger, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Director of Community Services Wende Ragonis, Director of Public Utilities Dane Rau, City Engineer Lori Lakatos, Development Services Manager Erik Smith, Kaci Konieczny, Stacy Hardy, and Susan Nienstedt.

Citizens present:

None.

Media Present:

None.

- 1. Call Meeting to Order**
- 2. FY 2017-18 Proposed Budget Discussions**

City Manager Terry Roberts welcomed Council to the second day of the FY18 budget workshop.

The following departmental budgets were then presented to the Council by staff:

- Dept. 125 – Main Street
- Dept. 146 – Library
- Dept. 049 – Community Programs & Marketing
- Dept. 149 – Aquatics
- Dept. 249 – Tourism & Marketing Fund
- Dept. 151 – Police
 - Fund 222 – Police Department Grants
 - Fund 225 – Motorcycle/Police Equipment
 - Fund 229 – Criminal Law Enforcement
- Dept. 154 – Animal Control/Shelter
- Dept. 152 – Fire/EOC
 - Fund 221 – Emergency Management Grants
 - Fund 235 – Fire Department Grants
- Dept. 050 – City Communications
- RMS/CAD System Update

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special budget workshop meeting of the Brenham City Council was held on July 7, 2017 beginning at 8:30 a.m. in the Brenham City Hall, Conference Room 2-A, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Members absent:

Others present:

City Manager Terry Roberts, ACM – General Government Ryan Rapelye, ACM-Chief Financial Officer Carolyn Miller, ACM - Public Utilities Lowell Ogle, City Secretary Jeana Bellinger, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Director of Community Services Wende Ragonis, Director of Public Utilities Dane Rau, City Engineer Lori Lakatos, Development Services Manager Erik Smith, Kaci Konieczny, Stacy Hardy, Rhonda Kuehn, Sara Parker, and Susan Nienstedt.

Citizens present:

None.

Media Present:

None.

- 1. Call Meeting to Order**
- 2. FY 2017-18 Proposed Budget Discussions**

City Manager Terry Roberts welcomed Council to the third and final day of FY18 budget workshop discussions. Roberts advised Council that staff would be discussing the last of the general fund departments, special revenue funds, and debt service/capital projects.

The following departmental budgets were then presented to the Council by staff:

- Dept. 100 – Community Services Agencies
- Dept. 121 - Administration
- Dept. 123 – Human Resources
- Dept. 133 – Finance/Risk Management
- Dept. 135 – Purchasing/Warehouse
- Dept. 155 – Municipal Court
 - Fund 233 – Court Security/Technology

Court Administrator Rhonda Kuehn gave the Council an update on two bills (SB 1913 and HB 3729) being discussed during the 2017 legislative session and the impact these bills would have on municipal court if passed.

The following special funds were then presented to the Council by staff:

- Fund 109/110 – Hotel Occupancy Tax
- Fund 214 – Capital Leases
- Fund 218 – 2014 Capital Projects
- Fund 226 – Public Safety Training
- Fund 232 – Donations Fund
- Fund 236 – Equipment Fund
- Fund 237 – Streets/Drainage Improvements
- Fund 250/252 – BCDC/Capital
- Fund 290 – Highway 290 Fund
- Fund 500 – Workers’ Compensation Fund

Roberts advised Council that staff has provided some additional information based on the feedback received by Council the past two days. Roberts discussed the following issues:

Medical Premiums and Funding: Staff is estimating a 10% increase in medical premiums beginning in January, 2018. The City currently pays 95% of employee-only premium costs and 70% of family premium costs. The base budget includes the City picking up their share of the 10% increase and employees picking up their share. If the Council wants to pick up additional employee premium costs, it would require additional funding in the budget.

Capital Equipment Purchases: The General Fund has excess revenue available for capital projects. The amount of reserves over our recommended 95 day level is roughly \$800,000. Staff presented the Council with a list of recommended capital purchases; however, they not recommending the allocation of the entire reserve balance.

Debt Projects: A list of debt projects was provided to the Council for consideration. Roberts reminded Council that the City enjoys more favorable interest rates on debt projects if we keep financing to less than \$10 million in any calendar year. Roberts explained that the General Fund related projects for calendar 2017 will impact the proposed tax rate for this year and the projects in 2018 will impact next year's tax rate. Roberts advised Council that the funding of the Saeger Street expansion would be a 2 cent increase to the tax rate and the construction of a fire substation would require a 1 cent property tax increase but a much larger impact to the O&M tax rate. Roberts stated that a 6% rollback rate is being considered by the State legislature and if that legislation passes, any additional increase in O&M tax rate for a fire substation would require an election by the citizens.

After further discussion of these items by the Council, it was decided to meet again on Thursday, July 27, 2017 at 1:00 to finalize the FY18 budget decisions and hopefully by that time staff would have information from the city's insurance provider about increases in medical insurance premium costs and the legislative session would be over with a final decision on the rollback rate.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on July 6, 2017 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 Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Members absent:

None

Others present:

City Manager Terry Roberts, Assistant City Manager of General Government Ryan Rapelye, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Human Resources Director Susan Nienstedt, Sara Parker, Director of Community Services Wende Ragonis, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Erik Smith, City Engineer Lori Lakatos, Kevin Boggus, Luke Henkhaus and Todd Ashorn

Citizens present:

Perry Thomas, Tommy Upchurch and Steven Drake

Media Present:

Arthur Hahn, Brenham Banner Press; and Mark Whitehead, KWHI

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

3. **Service Recognitions**
➤ **David Herzog, Street Department** **5 Years**

4. **Citizens Comments**

Director of Community Services Wende Ragonis introduced intern Luke Henkhaus. He is attending Texas A&M University. Luke is majoring in Economics and his minor is Journalism.

CONSENT AGENDA

5. **Statutory Consent Agenda**

5-a. Minutes from the May 11, 2017 Special City Council Meeting and May 18, 2017 Regular City Council Meeting

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the Statutory Consent Agenda Item 5-a. as presented.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

PUBLIC HEARING

6. **Public Hearing to Consider an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Tract of Land Described as R42930 (WCAD), 0.168 Acres, Located on Peabody Street, Being Part of Lot 47A of the West Main Subdivision in Brenham, Washington County, Texas from a Commercial, Research and Technology Use (B-2) District to a Mixed Residential Use (R-2) District**

Mayor Tate opened the Public Hearing.

Development Services Director Erik Smith presented this item. Smith explained that Jared Johnson has requested a rezoning for one tract of land to be changed from the existing B-2 Commercial, Research, and Technology District to R-2 Mixed Residential District. Smith advised that the property owner intends to replat this tract of land into one lot. Smith stated that if City Council approves the zoning request the applicant intends to plat the two lots as one lot, which will allow him to be able to place a garage/apartment on the rear portion of the property. Smith noted that the neighboring properties on this block are all existing R-2 and the zoning across the street from this parcel is B-2.

Smith stated that Staff did not receive any phone calls, nor were there any concerns from neighboring property owners. Smith advised that the Planning and Zoning Commission recommended unanimous approval of the request.

Mayor Tate closed the Public Hearing.

REGULAR SESSION

7. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Tract of Land Described as R42930 (WCAD), 0.168 Acres, Located on Peabody Street, Being Part of Lot 47A of the West Main Subdivision in Brenham, Washington County, Texas from a Commercial, Research and Technology Use (B-2) District to a Mixed Residential Use (R-2) District**

A motion was made by Councilmember Herring and seconded by Councilmember Pyle to approve an Ordinance on its first reading amending the Official Zoning Map of the City of Brenham, to change the Zoning District on a tract of land described as R42930 (WCAD), 0.168 Acres, located on Peabody Street, being part of Lot 47A of the West Main Subdivision in Brenham, Washington County, Texas from a Commercial, Research and Technology Use (B-2) District to a Mixed Residential Use (R-2) District.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

8. **Discuss and Possibly Act Upon Ordinance No. O-17-006 on Its Second Reading Amending the City of Brenham Zoning Ordinance (Code of Ordinances, City of Brenham, Texas - Appendix A) and the Official Zoning Map of the City of Brenham, to Provide for a Neighborhood Business District (B-4) to include a Downtown Business/Residential Overlay, and to Change the Zoning Districts on Various Tracts of Land Bounded by and/or Adjacent to S. Austin Street, W. First Street, S. Market Street, S. Baylor Street, S. Park Street, and S. Church Street from Commercial, Research and Technology (B-2) and Industrial (I) Districts to the Neighborhood Business District (B-4) to include a Downtown Business/Residential Overlay, in Brenham, Washington County, Texas**

Development Services Director Erik Smith presented this item. Smith explained that Staff presented two different parking options for the B-4 Neighborhood Business District to City Council at the previous Council meeting. Smith stated that Option B was the choice of City Council.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve Ordinance No. O-17-006 on its second reading amending the City of Brenham Zoning Ordinance (Code of Ordinances, City of Brenham, Texas - Appendix A) and the Official Zoning Map of the City of Brenham, to provide for a Neighborhood Business District (B-4) to include a Downtown Business/Residential Overlay, and to change the zoning districts on various tracts of land bounded by and/or adjacent to S. Austin Street, W. First Street, S. Market Street, S. Baylor Street, S. Park Street, and S. Church Street from Commercial, Research and Technology (B-2) and Industrial (I) Districts to the Neighborhood Business District (B-4) to include a Downtown Business/Residential Overlay, in Brenham, Washington County, Texas.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

9. Discuss and Possibly Act Upon the Approval of a Request from the Washington County Appraisal District to Retain the Accumulated Funds of \$47,279 from FY2015-16 Budget Savings, the City of Brenham's Portion Being \$5,062

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller stated that the Washington County Appraisal District's (WCAD) audited financial statement for the fiscal year ending August 31, 2016 showed budget savings of \$47,279. Miller advised WCAD is requesting to retain the savings to use for three specific purposes. Miller explained, if approved, the City of Brenham's portion of the funds to be retained would be \$5,062. Miller stated that if the \$47,279 is not retained by the WCAD, \$5,062 would be returned to the City.

A motion was made by Councilmember Williams and seconded by Councilmember Herring to approve a request from the Washington County Appraisal District to retain the accumulated funds of \$47,279, from FY15-16 budget savings, with the City of Brenham's portion being \$5,062, for three purposes: \$7,250 for an electric switch for disaster recovery, \$31,000 for replacement computer servers and the balance of \$9,029 for a 2020 flight of pictometry.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

10. Discuss and Possibly Act Upon Resolution No. R-17-012 Authorizing of the Submittal of a Notice of Intent to the Appropriate Public Agencies for the Creation of a Railroad Quiet Zone that would Include the BNSF Railway Crossing at FM 109 and Authorize the Mayor, or His Designated Representative, to Execute the Necessary Documentation

Public Works Director Dane Rau presented this item. Rau stated that as discussed previously during administrative reports, Staff is moving forward with numerous requests by local citizens to create a railroad quiet zone at the FM 109 crossing. Rau explained that this is a joint effort between Washington County, TX DOT, the FRA, and BNSF. Rau advised that Staff has executed the agreement with BEFCO for their consulting work and the first diagnostic meeting was conducted on June 6th with all parties involved. Rau stated that as the process moves forward Staff will know more, but all indications are that this project, including consulting services, will be around \$14,000. Rau explained that the Letter of Intent does not obligate the city to establish a zone. Rau advised that it is however, a required step in the process.

Citizen Perry Thomas stated that he is in favor of establishing the quiet zone.

A motion was made by Councilmember Goss and seconded by Mayor Pro Tem Ebel to approve Resolution No. R-17-012 authorizing of the submittal of a Notice of Intent to the Appropriate Public Agencies for the Creation of a Railroad Quiet Zone that would include the BNSF Railway Crossing at FM 109 and authorize the Mayor, or his designated representative, to execute the necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

11. Discuss and Possibly Act Upon Payment No. 17, Payment No. 18, Change Order No. 003 and Final Payment to Collier Construction, LLC for the City of Brenham's Pet Adoption and Animal Care Facility and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that Collier Construction has substantially completed the Pet Adoption Center construction project. Rau noted this project was truly a cooperative partnership between the City of Brenham, private individuals, and the Pet Adoption Center Task Force. Rau stated the original contract amount with Collier Construction was \$2.96 million and the final contract amount with all change orders was \$2,716,902.00. Rau advised that a total of \$1.3 million dollars came from private donors throughout our community.

A motion was made by Councilmember Pyle and seconded by Councilmember Cantey to approve Payment No. 17 in the amount of \$10,975.82, Payment No. 18 in the amount of \$135,845.10 and Change Order No. 003, which is an \$841 deduction from the original contract, for a combined final payment of \$145,979.92 to Collier Construction, LLC for the Brenham Pet Adoption Center and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

12. Discuss and Possibly Act Upon Bid No. 2016-16 for the Fireman's Park Public Restrooms and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that on June 23, 2017, Upchurch Architects along with Staff opened bids. Rau stated that there were 5 bids received with the lowest bid submitted by GCP Contractors LLC out of Needville, TX. Rau advised the base bid was \$245,000. Rau explained that there were two alternates as options and those were bid at \$2,500 for Item B1 and \$6,500.00 for Item B2. Rau advised that Staff and the architect do not recommend awarding B1, but based off of the price, that B2 will be a benefit to the project. Rau noted that the budget allowed by BCDC was \$250,000 on the project.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to award Bid No. 2016-16, including Alternate B2, to GCP Contractors LLC in the amount of \$251,500 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

13. Administrative/Elected Officials Report

Director of Community Services Wende Ragonis reported on the following:

- Hot Nights, Cool Tunes is starting July 8th and will be held every Saturday this month

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on July 20, 2017 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 Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Members absent:

Councilmember Keith Herring

Others present:

City Manager Terry Roberts, Assistant City Manager of General Government Ryan Rapelye, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Human Resources Director Susan Nienstedt, Sara Parker, Director of Community Services Wende Ragonis, Assistant Fire Chief Brian Scheffer, Police Chief Craig Goodman, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Erik Smith, City Engineer Lori Lakatos, Todd Ashorn and Guillermo Guerrero

Citizens present:

Mike Brannon, Blake Brannon, Charles Mancuso, Matt DuPont, Laura Williams, Steven Drake and Page Michel

Media Present:

Arthur Hahn, Brenham Banner Press; and Mark Whitehead, KWHI

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

3. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

4. Statutory Consent Agenda

4-a. Minutes from the June 1, 2017 and June 15, 2017 Regular City Council Meetings

4-b. Ordinance No. O-17-007 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Tract of Land Described as R42930 (WCAD), 0.168 Acres, Located on Peabody Street, Being Part of Lot 47A of the West Main Subdivision in Brenham, Washington County, Texas from a Commercial, Research and Technology Use (B-2) District to a Mixed Residential Use (R-2) District

A motion was made by Councilmember Pyle and seconded by Councilmember Cantey to approve the Statutory Consent Agenda Items 4-a. and 4-b. as presented.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Absent
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Absent

WORK SESSION

5. Discussion and Presentation Regarding Authorizing a Private Business to Provide Curbside Recycling Services for Residents and Businesses within the City of Brenham

Public Works Director Dane Rau presented this item. Rau explained that Staff was approached by Matt DuPont of Bluebonnet Recycling. Rau stated that Mr. DuPont would like to offer curbside recycling to local residents and businesses in Brenham by utilizing 14 gallon bins and picking them up on the curb during designated pick up days for a nominal fee.

Rau advised that if Council is interested in allowing this service to the residents and businesses, Staff will need to work on an agreement through the Utilities Sub-committee and bring that back to Council. Rau explained items that will need to be worked out will be an agreement similar to a non-exclusive franchise which gives a company the ability to collect materials and operate within the right-of-ways of the City, possibly adjusting the Code of Ordinances reflecting this type of service, and discussion regarding collecting franchise fees on the revenue that is generated. Rau advised that Staff will also need to discuss the philosophy of having bins placed out by the curb when currently Brenham is a “bag city” which means that our residential collection utilizes bags on pick up day rather than carts or bins.

Rau introduced Matt DuPont of Bluebonnet Recycling. DuPont gave a presentation to Council regarding the weekly residential curbside recycling pick-up. DuPont stated that their pick-ups would work around the city trash schedule and his company would charge \$12.00 per month for residents that would want their service.

Councilmember Goss stated that he is concerned about the containers staying on the curb overnight and at the lack of a pick-up due to weather or other unexpected issues.

Blake Brannon, owner of Premier Metal Buyers and Budget Disposal, addressed Council. Brannon stated that he recently purchased Brazos Valley Recycling in College Station and wanted to present the options that they provide for citizens in the City of College Station and Bryan regarding recycling.

Brannon introduced Charles Mancuso, the past owner of Brazos Valley Recycling and current employee. Mancuso stated that the City of College Station is up 107% in recyclables from 2015-16 and the cost for pick-up is included in their utility bills. Mancuso stated that their company runs the City of Bryan’s recycling center. Mancuso stated the city mans the center and his company takes all of the materials. Mancuso said their company has several options that could help the City of Brenham with recycling. Brannon advised that the benefit of recycling is that it saves the city money on disposal costs.

REGULAR SESSION

6. Discuss and Possibly Act Upon Bid No. 17-007 Related to Bulk Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle explained that in June 2017, the city’s supplier of Caustic Soda, Univar, advised Staff that they could no longer hold the price of \$190.00/liq. ton and were proposing a price of \$296.80/liq. ton. Ogle noted that at that time, Staff opted to go out for bids to obtain the most competitive price. Ogle advised that 3 bids were received. Ogle stated the contract will be for one (1) year with firm bid pricing allowing two (2) one-year renewals.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve Bid No. 17-007 for bulk water treatment chemicals and award an annual contract to Brenntag Southwest Inc. in the amount of \$274.00 per liquid ton and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Absent
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

7. Discuss and Possibly Act Upon a One Year Contract Extension, in Accordance with Bid No. IFB 16-009, for Bulk Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle explained that in 2016 the City of Brenham solicited bids for a one (1) year supply of Chlorine to be delivered to the Brenham Water Treatment Plant. Ogle stated the contract was award to DXI Industries and the original contract allowed for two (2) one-year renewals. Ogle noted the initial one (1) year contract is due to expire soon. Ogle advised that the service provided by the vendor has been very good.

A motion was made by Councilmember Pyle and seconded by Mayor Pro Tem Ebel to approve a one year contract extension, in accordance with Bid No. IFB 16-009 to DXI Industries for Chlorine in the amount of \$0.2951 per pound and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Absent
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

8. Discuss and Possibly Act Upon Authorization for the Submission of Hazard Mitigation Grant Program Applications for DR-4272 to the Texas Division of Emergency Management (TDEM) for Multiple Mitigation Projects Throughout the City of Brenham and Authorize the Mayor to Designate Project Officers and Execute Any Necessary Documentation

City Engineer Lori Lakatos presented this item. Lakatos explained that as part of the disaster recovery process the federal government allocates funds to the State of Texas for Hazard Mitigation Projects to eliminate or reduce the threat of damages in the future. Lakatos stated that the City has been advised to apply for these funds on multiple projects. Lakatos noted the deadline for this is July 31, 2017 in relation to the May 2016 flood events, DR-4272. Lakatos advised the HMGP grant has the same match requirements as the Public Assistance Program, 75% Federal Funds, 25% Local Funds.

A motion was made by Councilmember Goss and seconded by Councilmember Cantey to approve the authorization for the submission of Hazard Mitigation Grant Program Applications for DR-4272 to the Texas Division of Emergency Management (TDEM) for multiple mitigation projects throughout the City of Brenham and authorize the Mayor to designate Lori Lakatos and Ricky Boeker as Project Officers and execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Absent
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

9. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Council Budget Workshop on July 27th
- Special Council meeting on September 18th at 8:30 a.m. for budget and tax rate
- Announced his retirement to the media and thanked Council for the opportunity to serve

Public Works Director Dane Rau reported on the following:

- Demolition of the Fireman's Park restrooms will begin the first week in August. It should take 120 days for completion.

Police Chief Craig Goodman reported on the following:

- Introduced new officer Guillermo Guerrero

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-17-011

AN ORDINANCE AMENDING THE GARBAGE COLLECTION/ CITIZEN'S COLLECTION STATION RATE TARIFF SCHEDULE 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 for all compacted waste that is disposed of at the City of Brenham's Transfer/Collection Station.

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 Garbage Collection/Citizen's Collection Station Rate Schedule for compacted waste that is disposed of at the City of Brenham's Transfer/Collection Station 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, 2017.

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, 2017.

PASSED AND APPROVED on its first reading this the 17th day of August, 2017.

PASSED AND APPROVED on its second reading this the 7th day of September, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	800	810
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	October 1, 2017	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 01/01/2013)

SANITATION RATE SCHEDULE

Residential Collection

Single Family - Homes, Apartments, Mobile Homes

Code A	\$13.75 per month Twice Per Week Collection Inside City Limits
Code C	\$20.13 per month Twice Per Week Collection
Senior Citizen (Age 55 or older)	\$11.00 per month Application required for discounted rate

Citizens Collection Station (Non-compacted Waste)

\$80.00/ton or .04 cents per pound

\$5.50 minimum (<160 lbs.)

\$1.00 per trash bag

Disposal of vehicle tires at the city collection station; charges and collection:

(a) The city herewith imposes the following surcharges for disposal of vehicle tires at the city collection station:

- (1) Cars and passenger trucks (15 inch and below).....\$ 2.00 per tire
- (2) Large truck tires (16 inch and above).....\$ 5.00 per tire
- (3) Large truck and tractor tires with dimension greater than
eighteen (18) inches wide, forty-nine (49) inches in diameter,
and 15-ply\$35.00 per tire

“EXHIBIT A”

CITY OF BRENHAM

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

- (b) The charges set forth immediately above are to be collected at the Collection Station site by city personnel or, in the case of commercial or industrial charge accounts, will be billed to the applicable customers each month.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	800	811
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	October 1, 2017	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 01/01/2013)

Commercial Brush

\$15.00/ton or .0075 cents per pound

\$15.00 minimum (1 ton minimum)

Transfer Station (Compacted Waste)

In-city \$ 45.50/ton or 2.275cents per pound

Out of city \$ 48.50/ton or 2.425cents per pound

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	800	812
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	NOVEMBER 8, 2006	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 03/01/2006)

POLICIES FOR SANITATION COLLECTION

1. A new customer or a change in service requires Form 7, Application of Service, be filled out at the Public Utilities Office. The form must be signed by the applicant. Copies will be disbursed to the following departments: Public Utilities, Billing Department, Sanitation Department.
2. Effective date for new or changed service will be established by the Sanitation Department Head. Billing Department will adjust customer bills accordingly.
3. Any customer requesting a Senior Citizen Rate must complete the necessary form and provide proof of age.
4. Any customer who has residential utility service with the City shall be subject to charges for garbage service and shall comply with all City health ordinances regarding the disposal of solid waste. Charges for garbage service may be waived by the Utility Director or City Manager for customers with residential utility service that do not reside on a current residential truck route.
5. The City's garbage service to residential customers shall be exclusive and no other person, firm or corporation shall provide residential garbage service within the City limits of Brenham. Residential garbage service shall include garbage pick up at any residence at least monthly.
6. Outside the city limits services are available to residential customers presently residing on a current residential truck route that is adjacent to the city limits.
7. Garbage must be at the curb by 8:00 A.M. on collection day.
8. All garbage must be placed within five feet of curb or edge of pavement.
9. Bags shall at all times be kept secure and fastened to prevent scattering of the contents by the wind and so that flies and other insects may not have access to the contents.
10. Residential collection trucks will not pick up tires, grass clippings, leaves, tree trimming, batteries, carpet, construction materials, furniture and heavy metal objects.
11. Disposal of hazardous waste, explosives, ammunition, used oil and filters, flammable liquids, radioactive waste and/or lead-acid batteries in the City's Sanitation Collection Station is strictly prohibited. Vehicle tires shall not be placed for collection by the City, but will be accepted for disposal at the City's Collection Station

“EXHIBIT A”

CITY OF BRENHAM

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

12. A special yard waste collection is provided every Wednesday for those residents who are unable to take their yard waste to the Citizens Collection Station.



AGENDA ITEM 7

DATE OF MEETING: September 7, 2017	DATE SUBMITTED: August 31, 2017	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☒ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Proposed Tax Rate of \$0.5170 per \$100 Valuation for Fiscal Year Beginning October 1, 2017 and Ending September 30, 2018		
SUMMARY STATEMENT: See separate memo from Chief Financial Officer on this item.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from Chief Financial Officer		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Receive citizen comments regarding proposed property tax rate.		
APPROVALS: Terry K. Roberts		



MEMORANDUM

To: Mayor, Council and City Manager

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

Subject: Second Public Hearing on Proposed 2017 Tax Rate

Date: August 31, 2017

A governing body must hold two public hearings to receive citizen comments on a proposed tax rate. The first public hearing on the proposed tax rate was held during the Council meeting on August 17, 2017 and citizen comments were received.

A property tax rate of \$0.5170 per \$100 valuation is proposed to fund the FY2017-18 Budget. Of this rate, \$0.3200 will be for maintenance and operations (M&O). The balance of \$0.1970 is for debt service (interest and sinking or I&S). Based on the certified taxable values of \$1,268,819,218 the effective tax rate is \$0.4829 and the rollback rate is \$0.5248 per \$100 valuation for the 2017 Tax Year.

The increase in property taxes will cover various infrastructure projects along with the addition of several part-time positions needed to maintain general government services.

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. The governing body may not adopt the tax rate at either of these hearings. 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. After receiving citizen comments, the following announcement should be made:

The first reading of the Ordinance to adopt the tax rate will be during a Special Council meeting on Monday, September 18, 2017 at 8:30 a.m. at City Hall, located at 200 W. Vulcan Street. The second reading of the Ordinance and adoption of the tax rate is scheduled for a Regular Council meeting on Thursday, September 21, 2017 at 1:00 p.m. at City Hall, located at 200 W. Vulcan Street.



AGENDA ITEM 8

DATE OF MEETING: September 7, 2017	DATE SUBMITTED: August 30, 2017															
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	
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☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Ballot for TML Multistate Intergovernmental Employee Benefits Pool Board of Trustees TML Region 10 and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: As a member of the Texas Municipal League Intergovernmental Employees Benefit Pool, the City of Brenham may participate in the election of members of the Board of Trustees. The votes cast on the ballot for the Trustee election must be certified that the ballot was cast in accordance with official action taken at a duly called meeting of the voting body, thus the vote must occur during the formal session of the Council meeting. As noted on the ballot, Vic Barnett of Caldwell has served previously as Trustee from Region 10 and is the incumbent Trustee from Region 10. The term of office for this position is October 1, 2017 – September 30, 2020.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) TML Multistate IEBP Memo; and (2) Ballot																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve the nomination of Vic Barnett as shown on the ballot for TML Multistate Intergovernmental Employee Benefits Pool Board of Trustees TML Region 10 and authorize the Mayor to execute any necessary documentation																
APPROVALS: Terry K. Roberts																



MEMORANDUM

TO: TML MultiState Intergovernmental Employee Benefits Pool Members of Region 10

DATE: August 16, 2017

RE: 2017 Board of Trustee Election

Enclosed is your ballot for the Board of Trustee election. All qualified nominees appear on the ballot. Please see that this ballot is placed on the agenda for the next meeting of your governing body. **To be counted, ballots must certify that the vote was taken at an official meeting of the governing body.** Enclosed is a pre-addressed envelope to return your ballot. The Board Secretary must receive ballots by 5:00 p.m. (CST) on September 26, 2017 at Bickerstaff Heath Delgado Acosta LLP, 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas 78746. Ballots may be submitted to the Board Secretary by mail, by facsimile (512) 320-5638 or electronically to cfryer@bickerstaff.com.

The term of office will be from October 1, 2017 through September 30, 2020 for the individual elected. The Trust Agreement provides that "if more than two (2) candidates are running, the person receiving the largest number of votes shall be elected."

Further, the Trust Agreement provides "write-in candidates otherwise duly qualified shall be eligible for election." To be duly qualified the individual must be either an employee or elected official of an incorporated city within the state of Texas, which is a Member of the Pool at the time of their election. A municipal "employee" is a person who holds a position of Department Head or higher; works at least 20 hours per week for an incorporated city; is paid by the incorporated city with incorporated city funds; and may be hired and fired only by another incorporated city official or by the incorporated city's governing body. Nominees may not be voting Board Members of the Texas Municipal League or the Texas Municipal League Intergovernmental Risk Pool.

If you have any questions, please contact me at (512) 472-8021.

A handwritten signature in blue ink that reads "Catherine Fryer".

Catherine Fryer
Board Secretary

Enclosures



**TML MultiState Intergovernmental Employee Benefits Pool
Board of Trustees – TML Region 10**

**Term of Office
October 1, 2017 – September 30, 2020**

Please vote for one candidate.

☐

Vic Barnett ~ City Councilman, City of Caldwell

Mr. Barnett currently serves as an Alderman for the City of Caldwell. Mr. Barnett has been a Council Member for the City of Caldwell for over 35 years and was the Mayor from 1988-1992. He has a Bachelor of Science from Texas A&M University. Mr. Barnett is the President of the Burleson County Fair Association and the Burleson County Go Texan Ambassador. Mr. Barnett served on the TML MultiState IEBP Board of Trustees from 1997 to 2009 and 2011 to present.

☐

I certify that this ballot is cast in accordance with official action taken at a duly called meeting on _____, 2017.

Signature

Title

Entity

Ballots may be submitted by mail in envelope provided, by facsimile (512) 320-5638 or electronically to cfryer@bickerstaff.com to be received by September 26, 2017

Catherine Brown Fryer
Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas 78746



AGENDA ITEM 9

DATE OF MEETING: September 7, 2017		DATE SUBMITTED: August 29, 2017	
DEPT. OF ORIGIN: Airport		SUBMITTED BY: Kim Hodde	
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. M1817BREN with TxDOT for FY2018 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, 2017 through August 31, 2018. As in the prior year, 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. The maximum for the grant is \$100,000 total (50/50 match) for the fiscal year; however, we have budgeted funds of \$30,000 and with TxDOT's \$30,000 match, this will enable us to do \$60,000 worth of maintenance at half the cost.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: 50% of the routine maintenance items would be reimburse by TxDOT			
B. CONS: The City of Brenham will pay for 100% of all maintenance costs			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) 2018 RAMP agreement			
FUNDING SOURCE (Where Applicable): Budgeted funds			
RECOMMENDED ACTION: Approve the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M1817BREN with TxDOT for FY2018 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 ID.: M1817BREN

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 the 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 - BRENHAM MUNI 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, 2018, 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 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 an 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 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 September, 20 17.

The City of Brenham, Texas

Sponsor

Witness Signature

Sponsor Signature

Mayor

Witness Title

Sponsor Title

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 Brenham, Texas, this _____ day of September, 2017.

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 Project ID: M1817BREN

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Accepted By: The City of Brenham, Texas

Signature

Title: Mayor

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, 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 Project ID: M1817BREN

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: _____

Certification of State Single Audit Requirements

I, Carolyn D. Miller, do certify that the City of Brenham, Texas,

(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the City of Brenham, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Brenham, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or 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 Project ID: M1817BREN

The City of Brenham, Texas, 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 Number: (979) 337-7212

Fax Number: (979) 337-7218

Email Address: khodde@cityofbrenham.org



AGENDA ITEM 10

DATE OF MEETING: September 7, 2017	DATE SUBMITTED: September 1, 2017															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger/Cary Bovey															
<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	
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-17-014 Adopting an Internal Ethics and Compliance Program as Required by the Texas Department of Transportation Traffic Safety STEP Grant Program																
SUMMARY STATEMENT: As required by the Compliance Department of the Texas Department of Transportation, the Internal Ethics and Compliance Program Policy must be approved by Council for the STEP Grant Program. This is a companion item to agenda item 11 and is a new requirement for the STEP Grant Program.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference): N/A																
ATTACHMENTS: (1) Resolution No. R-17-014																
FUNDING SOURCE (Where Applicable): N/A																
RECOMMENDED ACTION: Approve Resolution No. R-17-014 adopting an Internal Ethics and Compliance Program as required by the Texas Department of Transportation Traffic Safety STEP Grant Program																
APPROVALS: Terry K. Roberts																

RESOLUTION NO. R-17-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, PROVIDING FOR THE ADOPTION OF AN INTERNAL ETHICS AND COMPLIANCE PROGRAM; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation Traffic Safety S.T.E.P. Grant Program requires the City of Brenham to have a written ethics and compliance program that provides certain compliance standards and procedures as specified by 43 Texas Administrative Code §10.51; and

WHEREAS, the internal ethics and compliance program attached hereto as Exhibit “A” satisfies the requirements of 43 Texas Administrative Code §10.51; and

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

Section 1: That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Brenham, Texas, and are fully incorporated into the body of this Resolution.

Section 2: That the City Council of the City of Brenham, Texas hereby approves and adopts the internal ethics and compliance program attached hereto as Exhibit “A”.

Section 3: This Resolution shall become effective immediately from and after its passage.

APPROVED on this the 7th day of September, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit “A”

INTERNAL ETHICS AND COMPLIANCE PROGRAM

The City of Brenham (“City”) has established an Internal Ethics and Compliance Program (“Program”). The City Manager and the Assistant City Managers are charged with monitoring compliance within the organization and taking appropriate action in response to compliance related complaints. These employees, including the Chief Financial Officer, are responsible for oversight of financial reports and establishing and maintaining an adequate internal control structure with appropriate checks and balances.

The City has taken all possible steps to avoid the delegation of substantial discretionary authority to individuals whom the organization knows or should know, have previously engaged in illegal activities. The City will perform criminal background checks on all final applicants for the positions of City Manager, Assistant City Manager (including Chief Financial Officer), City Attorney, and any positions involved in handling financial documents or highly confidential information. All applicants admitting a felony conviction on their application materials shall also be subject to a criminal background check. The City Manager shall be responsible for periodically assessing risk of criminal misconduct within the organization.

The City shall take all steps to ensure that compliance standards are effectively communicated to all employees by requiring participation in training and by distributing information that explains the requirements of this Program. A copy of the Program, including any amendments and all related documents will be included in the Employee Handbook. Training will be held during orientation and periodically thereafter. An employee who violates any provision of the Program is subject to disciplinary action up to and including termination. All employees shall perform their official duties in a lawful, professional, and ethical manner; practice responsible stewardship of organizational resources, and report any conduct or activity that they believe to be in violation of this Program. If an employee has a concern about the legitimacy or appropriateness of any employee’s act, he/she should promptly discuss the matter with his/her manager or with the Human Resources Manager. No employee who, in good faith, reports an alleged incident of noncompliance or who participates in an investigation of an alleged incident of noncompliance shall be subjected to discrimination, reprisal or retaliation in any form because of having made such a report or participating in such an investigation.

The City Council of the City of Brenham will participate in periodic training in ethics and in the compliance program and ethical behavior generally.

The City shall notify all agents of the organization regarding the Program, and its expectation of ethical behavior and compliance with the law from individuals and companies it does business with through distribution of written materials, electronic communication or verbal communication.

Record Retention

The City is committed to proper maintenance and retention of records and shall comply with the retention schedule for local government records adopted by the Texas State Library and Archives Commission. If the Texas State Library and Archives Commission adopts a new record retention schedule, or revises an existing record retention schedule, that applies to a record maintained by the City, the City Manager or his designee shall ensure that the City complies with the new or revised retention schedule.

Fraud

Fraud is broadly defined, and may include any type of intentional deception for the purpose of personal or business gain or damage to an individual or organization. Examples of fraud include lying on an employment application, falsifying records, or providing false receipts for reimbursement from the City. Employees shall not knowingly make false or misleading statements, oral or written, in the course of conducting City business. Employees shall not disclose confidential or sensitive organizational business information without prior written authorization.

Equal Opportunity Employment

The City is an equal opportunity employer. This means that decisions regarding the hiring, promotion and compensation of candidates and employees will be made without regard to race, age, religion, color, disability, national origin, sex, political affiliation, belief or any other status protected by law.

Management will make decisions regarding the hiring, promotion and compensation of a candidate (whether internal or external) and employee solely upon the basis of the individual's work record, performance history and qualifications for the job for which he/she is being considered.

Sexual Harassment and Sexual Misconduct

All City employees have the right to work in an environment free from any type of unlawful discrimination or harassment based on race, age, religion, color, disability, national origin, sex, political affiliation, belief or any other status protected by law. This includes freedom from sexual harassment in the workplace.

Harassment based on any of the above is considered a form of illegal discrimination. The City will not tolerate any form of harassment in the workplace. An employee who believes there has been an incident of harassment shall comply with Sexual and Other Unlawful Harassment Policy in the City of Brenham Human Resources Policy Manual.

Conflicts of Interest

Conflict of interest is a situation in which one's private interest (most often financial in nature) conflict with or raises a reasonable question of conflict with their job-related duties and responsibilities. All employees and other individuals or entities that do business with the City shall comply with all City and state conflict of interest requirements.

Local public officials, as well as certain other employees involved with contracting, are subject to the conflict of interest provisions in Chapter 171 of the Texas Local Government Code. Chapter 171 established the standard for determining when a local official has a conflict of interest that would affect their ability to discuss, decide, or vote on a particular item. Other state and federal laws may be applicable to officials and employees in particular situations.

Personal Use of Organization's Property

Property owned or leased by or provided to the City may only be used for official purposes as authorized by the City Council and the City Manager. Any misuse or unauthorized use of City property, including information system resources, is subject to disciplinary action. Misuse of official property may also result in criminal prosecution.

Gifts and Honoraria

The City strives to treat employees, citizens and individuals conducting business with the City in a fair and equitable manner. An employee (and his/her relatives and significant others) may not receive any income or other material gain from anyone outside the City for services provided by the employee in the performance of his or her job with the City. Individual City employees are prohibited from soliciting, accepting or agreeing to accept any gift, gratuity, favor, benefit or anything else of value from any person, organization, or other entity who has done business, is doing business, or seeks to do business, with the City. However, an employee who accepts the following will not be in violation of this policy:

- an award publicly presented in recognition of public service;
- an occasional meal where public business is discussed;
- tee-shirts, caps, and other similar promotional material;
- any gift which would have been offered or given to the employee even if the employee were not a City employee;
- door prizes received through random drawings;
- tickets to sporting events, brief trips, golf tournaments and the like when accompanied by the donor.

Routine food coupons, frequent flier awards, discounts and other promotional items awarded to employees while carrying out City business may be accepted by employees and will not be considered a violation of this policy due to the administrative difficulty and cost involved in recapturing the discount or award for the City. If the item is non-routine, or of more than minimal value, the employee must check with his or her supervisor to see if the item should be returned, or in the alternative, turned over to the City.

Employees may not give their supervisor or anyone else in City management any gift or other item of more than a minimal value. If offered, supervisors may not accept such gifts or other items. Giving and accepting cards, food items (such as cakes and cookies) or token gifts for birthdays, Bosses' Day, holiday celebrations, bereavement or similar events is not a violation of this policy.

The City takes this policy very seriously and violations may result in disciplinary action up to and including termination of employment. Any questions regarding the prohibitions imposed by this policy generally, or in connection with a specific situation, should be directed to the Human Resource Manager.

Minimal value is normally considered to be \$50 or less.

All officers of the City shall comply with the requirements of Texas Local Government Code Chapter 176.



AGENDA ITEM 11

DATE OF MEETING: Sept. 7, 2017	DATE SUBMITTED: August 30, 2017															
DEPT. OF ORIGIN: Police Department	SUBMITTED BY: Craig U. Goodman															
<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	
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-17-015 Authorizing the Acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) Grant for Speed Enforcement During the Specific Period of October 1, 2017 to September 30, 2018																
SUMMARY STATEMENT: This grant provides funding for officers to work overtime to enforce the speed limits at selected sites within the City limits.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: The funds make it possible for this department to be proactive in reducing the number of speed-related traffic crashes. The total amount the City will be reimbursed for is \$19,075.50. The required match is being met through administrative salaries and mileage. B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Resolution No. R-17-015; and (2) STEP Grant Contract																
FUNDING SOURCE (Where Applicable): STEP Grant																
RECOMMENDED ACTION: Approve Resolution No. R-17-015 authorizing the acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) Grant for speed enforcement during the specific period of October 1, 2017 to September 30, 2018																
APPROVALS: Terry K. Roberts																

RESOLUTION NO. R-17-015

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF TXDOT'S SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FOR SPEED ENFORCEMENT FROM OCTOBER 1, 2017 TO SEPTEMBER 30, 2018 FOR THE POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION.

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

WHEREAS, Selective Traffic Enforcement Programs (STEPS) grants are provided by TxDOT to law enforcement agencies to reduce the number of speed-related accidents; and

WHEREAS, TxDOT is providing \$19,075.50 in funding with a 30% match provided by the Brenham Police Department through administrative salaries and mileage to be used for overtime for officers' participating in the Selective Traffic Enforcement Program (STEP).

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

PASSED and APPROVED this the 7th day of September, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Texas Traffic Safety eGrants

Fiscal Year 2018

Organization Name: City of Brenham Police Department

Legal Name: City of Brenham

Payee Identification Number: 17460004041004

Project Title: STEP Comprehensive

ID: 2018-Brenham-S-1YG-0041

Period: 10/01/2017 to 09/30/2018

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

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

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2018.

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

CFDA Number:
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **939864294**
FAIN: To Be Assigned

Project Title: **STEP Comprehensive**
Description:
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2017** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2018** unless terminated or otherwise modified.

Total Awarded: **\$33,470.96**
Amount Eligible for Reimbursement by the Department: **\$19,075.50**
Match Amount provided by the Subgrantee: **\$14,395.46**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

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

Subgrantee Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

TxDOT Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

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

ARTICLE 2. STANDARD ASSURANCES

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

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

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

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

D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

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

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

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

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

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

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

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

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

ARTICLE 3. COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. LIMITATION OF LIABILITY Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

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

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

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

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

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

ARTICLE 7. REPORTING AND MONITORING

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

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit

a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

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

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

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

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

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

ARTICLE 8. RECORDS

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

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

ARTICLE 9. INDEMNIFICATION

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

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to

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

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

ARTICLE 10. DISPUTES AND REMEDIES

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

ARTICLE 11. TERMINATION

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

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

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

ARTICLE 12. INSPECTION OF WORK

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

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

ARTICLE 13. AUDIT

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

ARTICLE 14. SUBCONTRACTS

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

ARTICLE 15. GRATUITIES

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

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

ARTICLE 16. NONCOLLUSION

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

ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. SUBGRANTEE'S RESOURCES

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

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

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

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

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

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

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

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

ARTICLE 21. SUCCESSORS AND ASSIGNS

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

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to

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

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

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

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

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

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

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

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

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

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

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

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

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

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed

City of Brenham Police Department
STEP-2018

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a

City of Brenham Police Department
STEP-2018

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory certifies to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose

accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

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

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

ARTICLE 28. SINGLE AUDIT REPORT

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

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

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

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

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

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

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

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION [This article applies only to non-profit entities.]

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

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each Subgrantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

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RESPONSIBILITIES OF THE SUBGRANTEE

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

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

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RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Account for any approved Program Income earned and expended
 - 4. Identify exemplary performance or best practices

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PROGRAM ELEMENT SELECTION

YEAR LONG

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

WAVE

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

CMV

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

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

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

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase and sustain high visibility enforcement of occupant protection laws.

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

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

Goal: To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

Strategies: Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

☒ I agree to the above goals and strategies.

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BASELINE INFORMATION

Baseline Year (12 months) From 1/1/2016 to 12/31/2016

Baseline Measure	Baseline Number	
Number of speed citations	3182	
Number of safety belt citations	42	
Number of child safety seat citations	16	
Number of Distracted Driving Citations	0	
	Baseline Number	Month/Year of Survey
Percentage of speed compliance	34.7 %	02/2017
Percentage of safety belt usage	76 %	02/2017

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase speed citations by	800
b. Increase Safety Belt citations by	185
c. Increase Child Safety Belt citations by	35
d. Increase Distracted Driving citations by	
2. Proposed total number of traffic-related crashes	
b. Reduce the number of speed-related crashes to	45
3. Increase speed compliance	
a. Increase the Speed compliance rate to	45%
4. Increase safety belt usage	
a. Increase the Safety Belt usage rate among drivers and front seat passengers to	85%
5. Number of Enforcement Hours	450
Step Indicator	2.51

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

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

Step Indicator	2.51
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PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	4
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	6
c. Conduct community events (e.g. health fairs, booths)	2
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	700

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Operational Plan

Page Title: Operational Plan

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 1.	SPEED	500 BLOCK STATE HIGHWAY 290 EAST WESTBOUND TO CITY LIMITS APPROX. 2 MILES	43.25%	0600-2400 MONDAY- SUNDAY
2. 2.	SPEED	2500 BLOCK STATE HIGHWAY 290 WEST EASTBOUND TO CITY LIMITS 1 MILE SPEED LIMIT 55	32%	0600-2400 MONDAY- SUNDAY
3. 3.	SPEED	100 BLOCK STATE HIGHWAY 290 EAST EASTBOUND TO CITY LIMITS APPROX 2 MILES SPEED LIMIT 65	34.7%	0600-2400 MONDAY- SUNDAY
4. 4.	SPEED	STATE HIGHWAY 290 EAST NORTH FRONTAGE ROAD AT SOUTH CHAPPELL HILL APPROX. 1 MILE SPEED LIMIT 45	42%	0600-2400 MONDAY- SUNDAY
5. 5.	OP	INTERSECTION OF STONE AND CHAPPELL HILL STREET JURISDICTION WIDE	81%	0600-2400 MONDAY- SUNDAY
6. 6.	OP	INTERSECTION OF TOM GREEN AND SOUTH AUSTIN STREET JURISDICTION WIDE	76%	0600-2400 MONDAY- SUNDAY

7

or

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BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$19,075.50	\$8,502.70	\$27,578.20
(200)	Fringe Benefits:	\$0	\$4,762.76	\$4,762.76
	Sub-Total:	\$19,075.50	\$13,265.46	\$32,340.96
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$1,130.00	\$1,130.00
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$1,130.00	\$1,130.00
Total Direct Costs:		\$19,075.50	\$14,395.46	\$33,470.96
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$19,075.50	\$13,265.46	\$32,340.96
	Total Direct Costs:	\$0	\$1,130.00	\$1,130.00
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$19,075.50	\$14,395.46	\$33,470.96
	Fund Sources (Percent Share):	56.99%	43.01%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				



AGENDA ITEM 13

DATE OF MEETING: September 7, 2017		DATE SUBMITTED: September 1, 2017	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Terry Roberts	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☐ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☒ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Section 551.087 – Texas Government Code – Economic Development Negotiation – Discuss and Deliberate Project Chatt Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate In or Near the City of Brenham and With Which the City is Conducting Economic Development Negotiations			
SUMMARY STATEMENT: To be discussed in Executive Session.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: None			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION:			
APPROVALS: Milton Y. Tate, Jr.			