



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY SEPTEMBER 29, 2011 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Manager Terry Roberts**
- 3. a. Service Recognitions**

Andrew Felder	Streets	5 Years
Gary Jeter II	Information Technology	10 Years
Joe Moore	Gas Department	15 Years
Rhonda Kuehn	Municipal Court	15 Years
Dinnie Hicks	Sanitation	36 Years (RETIREMENT)

- 4. Proclamations** **Page 4 - 6**
 - **Domestic Violence Awareness Month – October 2011**
 - **German American Day – October 6, 2011**
 - **Fire Prevention Week – October 9 – 15, 2011**

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 September 15, 2011 Council Meeting and the September 22, 2011 Special Council Meeting**

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PUBLIC HEARING

- 7. Public Hearing, Discussion and Receipt of Input Related to the Proposed Creation of Reinvestment Zone Number 33 Requested by Valmont Industries for Commercial-Industrial Tax Phase-In Incentive on Certain Real Property Containing 80.088 Acres, More or Less, Being Located at 2551 Valmont Drive, Brenham, Texas**

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REGULAR AGENDA

- 8. Discuss and Possibly Act Upon an Ordinance on its First Reading for the Creation of Reinvestment Zone Number 33 Requested by Valmont Industries for Commercial-Industrial Tax Phase-In Incentive on Certain Real Property Containing 80.088 Acres, More or Less, Being Located at 2551 Valmont Drive, Brenham, Texas, with Boundaries Further Described in Exhibit "A" of Said Ordinance, and Designating This Property as Qualifying for Tax Phase-In**
- Page 22 - 46**
- 9. Discuss and Possibly Act Upon a Recommendation from the Downtown Master Plan Consultant Selection Committee for the Selection of a Downtown Master Planning Consulting Firm and Authorize the Mayor to Execute any Necessary Documentation**
- Page 47 - 60**
- 10. Discuss and Possibly Act Upon a Request for a Noise Variance from Ashley Hausman and Jason Brocato for an Outdoor Wedding Ceremony and Reception at 614 S. Austin Street on October 8, 2011**
- Page 61 - 63**
- 11. Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M217BRENM with TxDOT for Fiscal Year 2011-12 and Authorize the Mayor to Execute any Necessary Documentation**
- Page 64 -77**
- 12. Discuss and Possibly Act Upon a Ground Space Lease Agreement with John Startz dba Brenham Hanger, LLC at the Brenham Municipal Airport and Authorize the Mayor to Execute any Necessary Documentation**
- Page 78 - 87**
- 13. Discuss and Possibly Act Upon Resolution No. R-11-013 Authorizing the Acceptance of Woodbridge Subdivision, Section II**
- Page 88 - 89**
- 14. Discuss and Possibly Act Upon Approval of a Memorandum of Understanding with the Metropolitan Austin Interactive Network (MAIN) Regarding the Grant of Public Access Computers for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute any Necessary Documentation**
- Page 90 - 103**

15. Discuss and Possibly Act Upon Request for Proposal No. 11-016 and Recommendation from Holmes Murphy and Associates to Enter into Group Benefit Services Agreement for Third Party Administration of Group Health Plan for the City of Brenham and Authorize the Mayor to Execute any Necessary Documentation

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16. Discuss and Possibly Act Upon Resolution No. R-11-014 Changing the City's General Election Schedule to Odd-Numbered Year Elections and Changing Councilmember Terms to Four (4) Years, Pursuant to Senate Bill 100

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17. Discuss and Possibly Act Upon Resolution No. R-11-015 Extending the Current Moratorium on the Processing, Approval, and Issuance of Sexually Oriented Business Licenses/Permits and Related Applications

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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.

18. Administrative/Elected Officials Report

Adjourn

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

CERTIFICATION

I certify that a copy of the September 29, 2011 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 26, 2011 at _____ Am Pm.

Tammy Cook, 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 _____, 2011 at _____ Am Pm.

Signature

Title

PROCLAMATION

WHEREAS, Domestic violence is a serious crime that affects people of all races, ages, gender and income levels; and

WHEREAS, Domestic violence is widespread with one in three Americans having witnessed an incident; and

WHEREAS, Domestic violence is particularly devastating because it so often occurs in the privacy of the home which is meant to be a place of shelter and security;

WHEREAS, Domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave and non-productivity;

WHEREAS, This crime, which leaves so many broken in both body and spirit can only be stopped through education and a concentrated community; and

WHEREAS, It is right and just for the City Council and the residents of Brenham to join together to support the numerous organizations and individuals who are dedicated to ending domestic violence;

Now, THEREFORE, I Milton Y. Tate, Jr., Mayor of the City of Brenham, Texas do hereby Proclaim the month of October 2011 as

Domestic Violence 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, The Congress and House of Representatives of the United States of America have passed into law joint resolutions designating October 6, 2011 as German American Day; and

WHEREAS, Americans of German descent constitute the largest ethnic group in the nation, with more than 58 million Americans proudly proclaiming their German heritage; and

WHEREAS, The members of the Washington County Chapter of the Texas German Society have dedicated themselves to preserving their history and heritage in Brenham and the surrounding area; and

WHEREAS, It is right and just for the City Council and the residents of Brenham to join together with the Washington County Chapter of the Texas German Society to recognize the significant contributions of German Americans across this nation,

Now, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do hereby proclaim October 6, 2011 as

German American Day

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

Milton Y. Tate Jr., Mayor
City of Brenham

PROCLAMATION

WHEREAS, The City of Brenham and the Brenham Fire Department are committed to ensuring the safety and security of all those living in and visiting our area; and

WHEREAS, The recent wildfires across the state have destroyed more than 1,600 homes and over 100,000 acres, and are tragic proof of the havoc a fire can create; and

WHEREAS, Outreach programs that educate our community about fire prevention are proven to reduce home fires and injuries; and Brenham residents have proven to be responsive to public education measures;

WHEREAS, The members of the Brenham Fire Department are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, The 2011 Fire Prevention Week theme, "It's Fire Prevention Week. Protect Your Family from Fire!" effectively serves to remind us all of the simple actions we can take to keep our homes and families safe from fire;

Now, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do Hereby Proclaim October 9-15, 2011 as

FIRE PREVENTION WEEK

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 regular meeting of the Brenham City Council was held on September 15, 2011 beginning at 10:00 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Others present:

City Manager Terry Roberts, Assistant City Manager Kyle Dannhaus, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Administrative Assistant Tammy Cook, Chief Financial Officer Carolyn Miller, Debbie Gaffey, Adam Griffin, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Public Works Director Doug Baker, Kim Hodde, Public Utilities Director Lowell Ogle, Jennifer Eckerman, Janie Mehrens, Pam Ruemke,

Citizens present:

Virginia Boeker, Toy Kurtz, Carol Muegge, C.H. Harvey, Don Voelter, Fredericka DeBerry, Clint Kolby, Tiffany McMordie-Morsiak

Media Present:

Allison Smith, Brenham Banner Press; Frank Wagner, KWHI

- 1. Mayor Tate called the meeting to order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Keith Herring**

3. Proclamations

- Mayor Tate read a proclamation designating September 17 – 23, 2011 as Constitution Week. The proclamation was accepted by Tiffany McMordie-Morsiak.
- Mayor Tate read a proclamation designating October 1 – November 10, 2011 as Washington County Big Read. The proclamation was accepted by ladies of the Fortnightly Club.

4. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Minutes from the September 1, 2011 Council Meeting

A motion was made by Councilmember Herring and Seconded by Councilmember Pyle to approve the minutes from the September 1, 2011 Council Meeting.

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

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

PUBLIC HEARING

6. Proposed Budget for Fiscal Year Beginning October 1, 2011 and Ending September 30, 2012

This budget will raise more total property taxes than last year's budget by an estimated \$509,115 (10.35%), and of that amount, \$142,142 is tax revenue to be raised from estimated new property added to the tax roll this year.

Chief Financial Officer Carolyn Miller presented this item. Ms. Miller, in compliance with the Local Government Code, has filed the proposed budget with the City Secretary and published all required notices. Ms. Miller opened the floor to citizen comments.

Mr. C.H. Harvey expressed his displeasure and disapproval with the proposed tax rate increase. He commented on the number of employees and suggested city department heads should cut staff and budgets. He also expressed his disapproval with projects throughout the city and the long term monetary effects this will have on taxpayers.

Mayor Tate closed the public hearing.

REGULAR AGENDA

7. Discuss and Possibly Act Upon a Recommendation from the Community Services Committee Related to Funding Allocations in the FY2011-12 Budget

City Manager Terry Roberts presented this item. Mr. Roberts briefly explained the recommendation from the Community Services Committee in regards to funding allocations for FY2011-12. During council budget deliberations, the council allocated a certain dollar amount to the community services committee and sent the committee to review these recommendations. Mr. Roberts opened the floor to questions or comments.

Councilmember Goss discussed the recommendation made by the committee in detail and noted a 20% reduction created a \$10,000 cut in funding for Washington County Healthy Living and \$5,000 cut in funding to the Goodfellows Organization. Councilmember Goss asked council to establish a priority list to provide money to these organizations. He also requested Chief Financial Officer Carolyn Miller provide an updated General Fund revenues report on a quarterly basis and if expenditures indicate a savings, that we direct some of this savings to the community services account to be distributed to Washington County Healthy Living, Goodfellows, or any other organization experiencing hardships. Councilmember Goss addressed the contingency that was recently removed from the Community Services Committee Budget. He inquired about the possibility of reinstating the contingency fund and redirecting these funds to these organizations.

Assistant City Manager Kyle Dannhaus addressed the contingency issue. Typically a contingency is put in a budget and it is not allocated to other entities, however the recommendation of the committee was to remove the contingency plan and allocate the entire \$100,000 to the various organizations, instead of leaving money in the contingency fund.

Councilmember Herring commented on the request proposed by council to reduce funding by 20%. If a contingency plan was included then the committee would not have complied with what was requested.

Councilmember Williams commented on the emotions and work that went into the decision that was made regarding funding of these organizations. He believes every organization that presented requests was deserving and worthy of funding.

Mayor Tate suggested council's further review of this item in the future if needed.

A motion was made by Councilmember Pyle and Seconded by Councilmember Ebel to approve the recommendation from the Community Services Committee related to funding allocations in the FY2011-12 Budget.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes
Councilmember Danny Goss	No

8. Discuss and Possibly Act Upon Ratification of the Property Tax Increase Reflected in the Proposed Budget for Fiscal Year Beginning October 1, 2011 and Ending September 30, 2012, which Raises More Revenue from Property Taxes than the Previous Year's Budget

Chief Financial Officer Carolyn Miller presented this item. In compliance with the Texas Local Government Code, City Council must formally ratify a property tax increase if a Municipal budget raises more property taxes than in the previous year's budget. Ms. Miller noted a vote must be taken to ratify the property tax increase reflected in the budget.

A Motion was made by Councilmember Herring and seconded by Councilmember Pyle to ratify the property tax increase reflected in the proposed budget for the fiscal year beginning October 1, 2011 and ending September 30, 2012, which raises more revenue from property taxes than the previous year's budget.

Councilmember Williams commented the proposed tax increase is primarily to fund infrastructure, such as street and road repair. He noted the city has made an effort in prior years not to increase taxes and relative to other communities the same size and income as Brenham, our city is right in the middle of the tax rate.

Mr. Harvey responded to Councilmember Williams regarding street repair. He mentioned a comment was made several years ago, that any work that was to be done on street repairs would be done through a bond issue and taken to the voters.

Mayor Tate agreed a bond issue would be needed if new roads were to be constructed within the city, but a twenty year bond issue is not necessary for current street repair needs.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes
Councilmember Danny Goss	No

9. Discuss and Possibly Act Upon an Ordinance on its First Reading Adopting the Budget for Fiscal Year Beginning October 1, 2011 and Ending September 30, 2012

Chief Financial Officer Carolyn Miller presented this item. The proposed FY2011-12 Budget has been developed in compliance with the property tax code, local government code, and City Charter. A property tax of \$0.5432 per \$100 valuation is necessary to fund the proposed budget. Ms. Miller noted the proposed budget is on file with the City Secretary, the Washington County Clerk, and at the Nancy Carol Roberts Memorial Library.

A Motion was made by Councilmember Herring and Seconded by Councilmember Williams to approve an Ordinance on its first reading adopting the budget for fiscal year beginning October 1, 2011 and ending September 30, 2012.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes
Councilmember Danny Goss	No

10. Discuss and Possibly Act Upon an Ordinance on its First Reading Levying Taxes for the Tax Year 2011 for the City of Brenham at \$0.5432 per \$100 Valuation

A Motion was made by Councilmember Williams and seconded by Councilmember Ebel to approve property taxes be increased by the adoption of a tax rate of \$0.5432 per \$100 valuation, which is effectively a 7.6% increase in the tax rate.

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

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

11. Discuss and Possibly Act Upon an Ordinance on its First Reading Approving the Annexation of Approximately 124.44 Acres of Land Located South of and Adjacent to the South Boundary Line of Southwest Industrial Park, Sections I & II and West of and Including a Portion of the Burlington Northern Santa Fe Railroad Right of Way into the City Limits

Public Works Director Doug Baker presented this item. Mr. Baker reminded council of the two previous public hearings held on this issue. If there are no issues or comments today, the second reading will be held at the next council meeting.

A Motion was made by Councilmember Pyle and seconded by Councilmember Ebel to approve an Ordinance on its first reading approving the annexation of approximately 124.44 acres of land located south of and adjacent to the south boundary line of Southwest Industrial Park, Sections I & II and west of and including a portion of the Burlington Northern Santa Fe Railroad right of way into the city limits.

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

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

12. Discuss and Possibly Act Upon Resolution No. R-11-011 Approving an Interlocal Agreement with Brazos Valley Council of Governments for E9-1-1 Public Safety Answering Point (PSAP) Services

Communication Supervisor Pam Ruenke presented this item. Ms. Ruenke discussed the 9-1-1 Services contract between the Commission on State Emergency Communication (CSEC) and the Brazos Valley Council of Government (BVCOG) and the required inter-local agreement with the City of Brenham. The current agreement was executed in 2009 and is scheduled to be terminated on August 14, 2014. However CSEC had policy changes and is requesting that all agreements expire every two years. The City of Brenham has been requested to execute a new agreement that will be effective September 1, 2011 and terminate August 31, 2013.

Councilmember Pyle asked if there were any changes to the new agreement other than the time frame. Ms. Ruenke confirmed this was the only modification to the agreement. The preceding agreement executed in 2009 included services for a five year period, the new agreement will provide for a two year period.

A motion was made by Councilmember Pyle and seconded by Mayor Pro Tem Nix to approve Resolution No. R-11-011 approving an inter-local agreement with Brazos Valley Council of Governments for E9-1-1 Public Safety Answering Point (PSAP) Services.

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

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

13. Discuss and Possibly Act Upon Renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, Animal Mortality and Theft and Workers' Compensation Coverage for the City of Brenham for Fiscal Year 2011-12 and Authorize the Mayor to Execute any Necessary Documentation

Human Resources/Risk Manager Janie Mehrens presented this item. Ms. Mehrens noted an estimated \$35,687 reduction in rates for property and liability coverage for FY 2011-12. This decrease is due to an 8% reduction of workers' compensation rates for paid police officers and a 3% reduction for paid firefighters as well as a 2.1% reduction in overall liability and a 10% reduction in aviation rates. In addition, the City of Brenham will receive an equity return of \$21,194 on 2010-2011 contributions.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Williams to approve the renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, Animal Mortality and Theft and Workers' Compensation Coverage for the City of Brenham for Fiscal Year 2011-12 and Authorize the Mayor to Execute any Necessary Documentation

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

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

14. Discuss and Possibly Act Upon a Ground Space Lease Agreement with Grant Meschewitz at the Brenham Municipal Airport and Authorize the Mayor to Execute any Necessary Documentation

Kim Hodde presented this item. Grant Meshewitz contacted the city about constructing a 70x70 hangar at the Brenham Municipal Airport. Ms. Hodde asked that council consider and approve this standard lease agreement with Mr. Meshewitz.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Ebel to approve a ground space lease agreement with Grant Meschewitz at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.

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

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

15. Discuss and Possibly Act Upon Resolution No. R-11-012 Approving a Grant Agreement for the Acquisition of Additional Land for the Runway Protection Zone (RPZ) at the Brenham Municipal Airport

Kim Hodde presented this item. In 2009, TxDOT identified an area of land south of the airport that is in the Runway Protection Zone (RPZ) that the City needs to acquire. On July 3, 2009, a letter of interest was submitted to TxDOT for funding for the acquisition of this additional property. The request was approved by TxDOT at an estimated cost of \$275,000 with the City of Brenham's share being \$27,500.

Ms. Hodde informed council of TxDOT's desire to include this project in their FY 2012 Capital Improvement Program (CIP). A list of documents were provided to council, for their approval, as the necessary steps to get this project included on the next transportation commission agenda for approval of the project. Once the Transportation Commission grants approval of the project, a Grant agreement will be sent to the City of Brenham for execution then TxDOT will begin the acquisition process.

Mayor Tate questioned the amount of land that would be acquired. Ms. Hodde stated an exact amount has not been identified as of yet.

Councilmember Herring questioned if the city's portion (\$27,500) includes the appraisal fees of this land. Ms. Hodde confirmed this would cover appraisal fees, surveying, and any additional fees; the total project.

A Motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve Resolution No. R-11-012 approving a grant agreement for the acquisition of additional land for the Runway Protection Zone (RPZ) at the Brenham Municipal Airport.

Councilmember Goss questioned how the city is funding this project. Ms. Hodde and Chief Financial Officer Carolyn Miller confirmed this is a budgeted item for the Airport Capital Improvement Fund.

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

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

16. Administrative/Elected Officials Report

- City Manager reported on the following items:
 - Washington County Appraisal District Board Appointments;
 - Next Council meeting scheduled for September 22, 2011;
 - Rescheduled council meeting from October 6, 2011 to September 29, 2011;
 - Water restrictions update; and
 - Blinn Tech Center open house on October 11, 2011

- Public Works Director reported on the following:
 - The Railroad Quiet Zone and the approval by BNSF for a \$25,000 reimbursement for the Vulcan Street Crossing Closure; and
 - Highway 290 project

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on September 22, 2011 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Others present:

City Manager Terry Roberts, Assistant City Manager Kyle Dannhaus, City Secretary Jeana Bellinger, Chief Financial Officer Carolyn Miller, Debbie Gaffey, Fire Chief Ricky Boeker, Public Works Director Doug Baker, Leslie Kelm,

Citizens present:

None in Attendance

Media Present:

Allison Smith, Brenham Banner Press

- 1. Mayor Tate called the meeting to order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Charlie Pyle**
- 3. Citizens Comments**

There were no citizen comments.

REGULAR AGENDA

4. Discuss and Possibly Act Upon Ordinance No. O-11-014 on its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2011 and Ending September 30, 2012

Chief Financial Officer Carolyn Miller presented this item. The Fiscal Year 2011-12 proposed budget has been developed in compliance with the Property Tax Code, Local Government Code, and the City Charter. The proposed property tax rate is \$0.5432 per \$100 valuation.

A motion was made by Councilmember Pyle and seconded by Councilmember Herring to approve Ordinance No. O-11-014 on its second reading adopting the Budget for Fiscal Year beginning October 1, 2011 and Ending September 30, 2012.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes
Councilmember Danny Goss	No

5. Discuss and Possibly Act Upon Ordinance No. O-11-015 on its Second Reading Levying Taxes for the Tax Year 2011 for the City of Brenham at \$0.5432 per \$100 Valuation

A motion was made by Councilmember Herring and seconded by Councilmember Ebel that property taxes be increased by the adoption of a tax rate of \$0.5432 per \$100 valuation, which is effectively a 7.6% increase in the tax rate.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes
Councilmember Danny Goss	No

6. Discuss and Possibly Act Upon Ordinance No. O-11-016 on its Second Reading Approving the Annexation of Approximately 124.44 Acres of Land Located South of and Adjacent to the South Boundary Line of the Southwest Industrial Park, Sections I & II and West of and Including a Portion of the Burlington Northern Santa Fe Railroad Right of Way into the City Limits

Public Works Director Doug Baker presented this item. No comments have been made regarding this annexation.

A Motion was made by Mayor Pro Tem Nix and seconded by Councilmember Williams to approve Ordinance No. O-11-016 on its second reading approving the annexation of approximately 124.44 acres of land located south of and adjacent to the south boundary line of Southwest Industrial Park, Sections I & II and west of and including a portion of the Burlington Northern Santa Fe Railroad right of way into the city limits.

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

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

12. Administrative/Elected Officials Report

- City Manager reported on the following:
 - September 29, 2011 Council meeting
 - Blinn College Technical Center Open House – October 11, 2011
 - Senior Activity Center Reception at Knights of Columbus Hall – October 6, 2011

- Fire Chief Ricky Boeker reminded everyone of the upcoming National Night Out Event that will be held on October 4, 2011

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary



AGENDA FORM

DATE OF MEETING: September 29, 2011	DATE SUBMITTED: September 22, 2011	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Public Hearing, Discussion and Receipt of Input Related to the Proposed the Creation of Reinvestment Zone Number 33 Requested by Valmont Industries for Commercial-Industrial Tax Phase-In Incentive on Certain Real Property Containing 80.088 Acres, More or Less, Being Located at 2551 Valmont Drive, Brenham, Texas		
SUMMARY STATEMENT: Prior to considering the creation of a Reinvestment Zone for implementing a Tax Phase-In incentive for Valmont Industries, the City Council is required to hold a Public Hearing to receive input regarding the proposal.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS:		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: No City Council action required.		
APPROVALS: Terry Roberts		



AGENDA FORM

DATE OF MEETING: September 29, 2011	DATE SUBMITTED: September 22, 2011	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on its First Reading for the Creation of Reinvestment Zone Number 33 Requested by Valmont Industries for Commercial-Industrial Tax Phase-In Incentive on Certain Real Property Containing 80.088 Acres, More or Less, Being Located at 2551 Valmont Drive, Brenham, Texas, with Boundaries Being Further Described in Exhibit "A" of Said Ordinance, and Designating This Property as Qualifying for Tax Phase-In.		
SUMMARY STATEMENT: Valmont Industries has been evaluating a possible expansion of their large pole production area. The proposed project will help Valmont better handle its expanding market by improving its production area. Valmont Industries is proposing an estimated \$9,662,000 in new value creation and plans to create 90 new jobs with the project. The level of investment qualifies Valmont for a Level 5 abatement based on new value creation and a Level 5 abatement based on new job creation. Economic Development Foundation and City of Brenham staff have reviewed Valmont's application for Tax Phase-In and have verified that the project meets the requirements of the Tax Phase-In policy. Representatives from the Economic Development Foundation of Brenham will be in attendance.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Approve the ordinance creating Reinvestment Zone Number 33 and contribute to the future economic development of the City.		
B. CONS: If the ordinance creating Reinvestment Zone Number 33 is not approved, the Valmont expansion would be reevaluated and may likely be terminated.		
ALTERNATIVES (In Suggested Order of Staff Preference):		

ATTACHMENTS: (1) Copy of an Ordinance for the creation of Reinvestment Zone Number 33; and (2) a memo from the Brenham Economic Development Foundation

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve of an Ordinance on its first reading for the creation of Reinvestment Zone Number 33 requested by Valmont Industries for commercial-industrial Tax Phase-In incentive on certain real property containing 80.088 acres, more or less, being located at 2551 Valmont Drive, Brenham, Texas, with boundaries being further described in Exhibit "A" of said ordinance, and designating this property as qualifying for Tax Phase-In

APPROVALS: Terry Roberts

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING ALL THAT CERTAIN TRACT OF LAND CONTAINING 14.888 ACRES OUT OF THE J. CARRINGTON SURVEY, A-120 AND BEING THE PROPERTY CONVEYED TO AMERICAN LIGHTING STANDARDS CORPORATION BY DEED DATED AUGUST 11, 1975, AS RECORDED IN VOLUME 338, PAGE 789, DEED RECORDS OF WASHINGTON COUNTY, TEXAS, AND ALSO INCLUDING THAT CERTAIN TRACT OF LAND CONTAINING 65.200 ACRES OUT OF THE J. CARRINGTON LEAGUE, A-120 AND BEING A RESIDUE OF THE 95.578 ACRE TRACT DESCRIBED IN A DEED FROM LINDA GIDDINGS ANDERSON TO AMERICAN LIGHTING STANDARDS CORPORATION, DATED NOVEMBER 4, 1974 AND RECORDED IN VOLUME 332, PAGE 314, DEED RECORDS OF WASHINGTON COUNTY, TEXAS, AS REINVESTMENT ZONE NUMBER THIRTY-THREE FOR COMMERCIAL TAX PHASE-IN INCENTIVE AS PROVIDED IN CHAPTER 312, TEXAS TAX CODE; ESTABLISHING THE NUMBER OF YEARS FOR THE ZONE, AUTHORIZING AN AGREEMENT FOR EXEMPTION FROM TAXATION THE INCREASE IN VALUE OF CERTAIN PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Brenham, Texas, ("City") desires to encourage supervised improvements by property owners and lessees through tax phase-in procedures within its jurisdiction by the creation of a reinvestment zone as authorized by Chapter 312, Texas Tax Code (the "Act"); and

WHEREAS, on the 29th day of September, 2011, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Thirty-Three. The notice of such hearing was published on September 22, 2011, such date being not later than the seventh day before the date of the public hearing; and

WHEREAS, the City called a public hearing and published notice of such public hearing as required by Section 312.201 of the Act; and has delivered written notice to the presiding officer of the governing body of each taxing unit within the jurisdiction of the proposed Reinvestment Zone Number Thirty-Three for Commercial Tax Phase-In; and

WHEREAS, at said public hearing the City presented evidence that such proposed designation would be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property, that the proposed improvements are feasible and practical, that said improvements would be a benefit to the land included in the zone and that would contribute to the economic development of the City; and

WHEREAS, the designation of the proposed reinvestment zone is consistent with the City's policies adopted by Council Resolution on the 17th day of December, 2009, and will benefit the land included within the Reinvestment Zone after the expiration of the Agreement; and

WHEREAS, the City at such public hearing invited any interested person or his attorney to appear and contend for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory which is referred to as City of Brenham Reinvestment Zone Number Thirty-Three for Commercial Tax Phase-In, should be included in such proposed reinvestment zone, and obtain tax phase-in; and

WHEREAS, at such hearing recommendations were given as to the number of years the reinvestment zone would be designated, the number of years in which an agreement would be available, as well as the percentage of potential tax exemption under the aforesaid tax phase-in guidelines and criteria to be applied to taxable real property which is redeveloped.

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

Section 1. That the facts and recitations contained in the preambles of this Ordinance are hereby found and declared to be true and correct and are incorporated herein for all purposes.

Section 2. That the City, after conducting such hearing having further studied recommendations, as well as the evidence presented at the public hearing, has made the following findings based on the evidence and testimony presented to it:

- a) That the public hearing on the adoption of the reinvestment zone under the provisions of the Act has been properly called, held and conducted and that notice of such hearing has been published as required by law and has been sent to the respective taxing units within the proposed reinvestment zone; and
- b) That the City has jurisdiction to hold and conduct said public hearing on the creation of the proposed reinvestment zone pursuant to the Act; and
- c) That creation of the proposed reinvestment zone with boundaries described herein will result in improvements made after the passage of this Ordinance and the execution of tax abatement agreements, that are feasible and practical and will benefit the City, its residents and property owners in the reinvestment zone; and

- d) That the proposed designation will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investments to the zone that would be a benefit to the property and contribute to economic development of the City.

Section 3. That the City hereby creates Reinvestment Zone Number Thirty-Three, designated as all that certain tract of land containing 14.888 acres out of the J. Carrington Survey, A-120 and being the property conveyed to American Lighting Standards Corporation by deed dated August 11, 1975, as recorded in Volume 338, Page 789, Deed Records of Washington County, Texas, and also including that certain tract of land containing 65.200 acres out of the J. Carrington League, A-120 and being a residue of the 95.578 acre tract described in a deed from Linda Giddings Anderson to American Lighting Standards Corporation, dated November 4, 1974 and recorded in Volume 332, Page 314, Deed Records of Washington County, Texas, said property being located at 2551 Valmont Drive, Brenham, Texas, said property being more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes, and such reinvestment zone shall hereafter be identified as Reinvestment Zone Number Thirty-Three for Commercial Tax Phase-In, City of Brenham, Texas.

Section 4. That the designation of Reinvestment Zone Number Thirty-Three for Commercial Tax Phase-In, shall expire five (5) years from the date of this Ordinance, unless renewed as provided by the Act, or at an earlier time designated by subsequent ordinance.

Section 5. That written agreements as provided in the Act with owners of eligible property located within the reinvestment zone shall be for a period of up to ten (10) years, and that the eligible property that is subject to the above mentioned exemption from taxation shall be the land and improvements to the property in conformity with the City's criteria and guidelines, and written agreements shall provide for an exemption from taxation of the total increase in value of the eligible property over its value in the year the agreement is executed. The written agreement will require that all taxes be current at the time of execution of agreement and be kept current to all taxing entities during the term of said agreement.

Section 6. That said designation of Reinvestment Zone Number Thirty-Three for Commercial Tax Phase-In and the written agreement thereof are in accordance with the City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises and will be a benefit to the land which will be included within the Reinvestment Zone and to the City of Brenham after the expiration of the agreement.

Section 7. That if any provision of this Ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part of it.

Section 8. That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

TRACT ONE:

14.888 acre tract

ALL THAT TRACT OR PARCEL OF LAND situate in Washington County, Texas out of the J. Carrington Survey A-120 and the Phillip

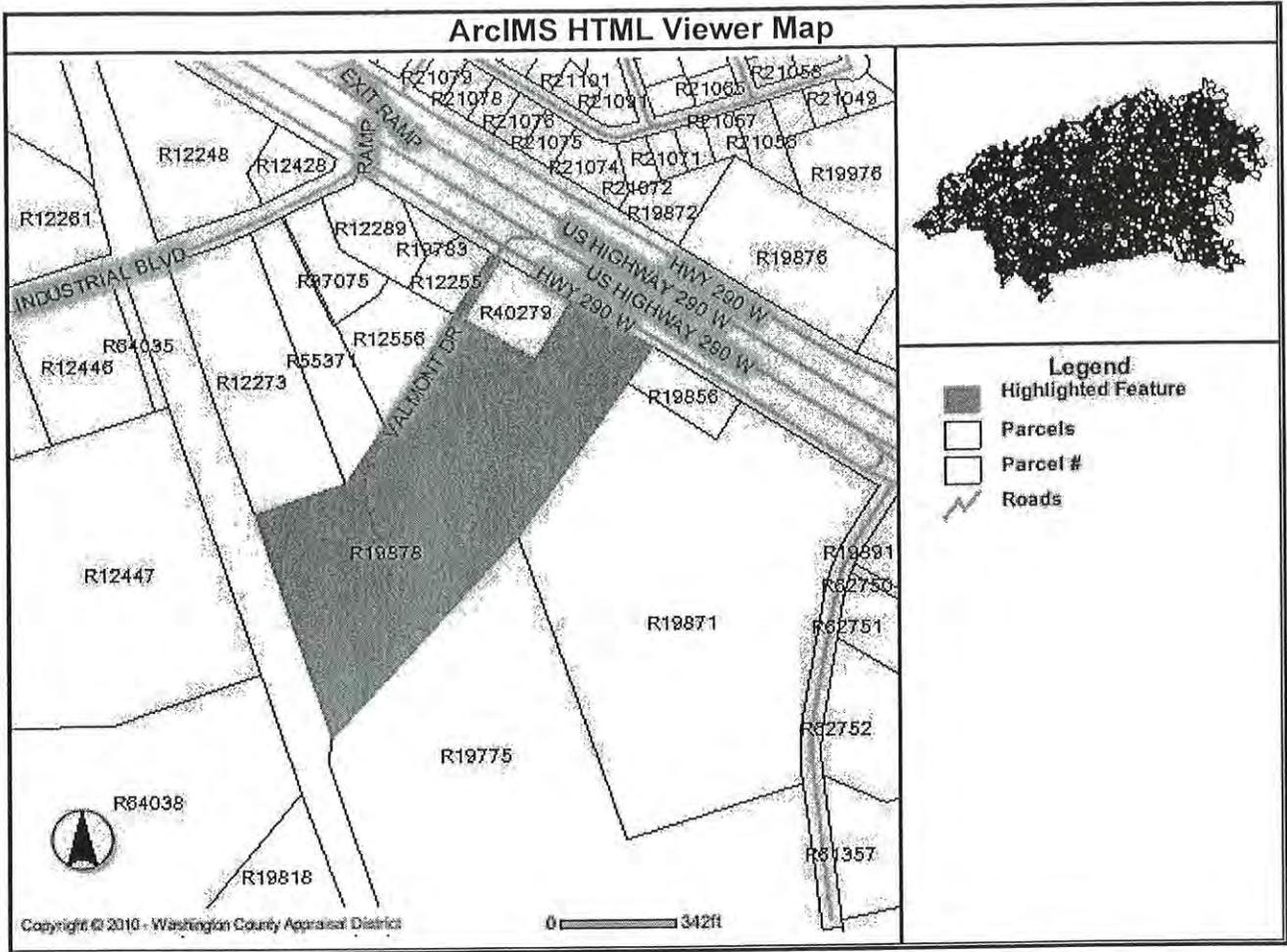
Coe Survey A-31 and being a portion of the lands conveyed to Leavens Allen by Jack S. Blanton and also a portion of the 78.370 acre tract described in a deed from Karl John Amelang to Jack S. Blanton, recorded in Vol. 264, Pg. 516, Washington County Deed Records, more particularly described as follows:

BEGINNING at an iron pin in the Southwest line of the Loop #290 at the North corner of a 1 acre tract conveyed to the Texas Department of Public Safety; THENCE S 34° 50' W, 208.71 ft. to the West corner of said tract; THENCE S 55° 10' E, 208.71 ft. to the ^(South) corner of said 1 acre tract; THENCE N 34° 50' E, 208.71 ft. to an iron pin in the Southwest line of the Loop #290 at the East corner of said Texas Department of Public Safety 1 acre tract; THENCE with said loop S 55° 10' E, 280.02 ft. to an iron pin; THENCE S 35° 26' 50" W, 702.28 ft. to an iron pin at the North corner of a tract owned by Linda P. Anderson; THENCE with the Northwest line of said tract as fenced S 43° 23' W, 806.25 ft. to an iron pin and fence corner in the East line of the G. C. & S. F. Railroad; THENCE with said railroad right of way N 15° 46' W, 729.48 ft. to an iron pin at the Southwest corner of a tract owned by R. Stolz; THENCE N 74° 46' E, 275.00 ft. to the Southeast corner of said tract; THENCE N 33° 34' 45" E, 605.78 ft. to an iron pin; THENCE N 34° 36' E, 220.00 ft. to an iron pin in the Southwest line of Loop #290; THENCE with said loop S 55° 10' E, 40.00 ft. to the point or place of beginning containing 14.888 acres of land.

EXHIBIT

"A"

Page 1 of 4



14.888 acre tract

EXHIBIT

"A"

Page 2 of 4

95.578 acre tract

All that tract or parcel of land situated in Washington County, Texas, out of the J. Carrington League, A-120, and being a portion of the 202.00 acre tract described as Tract 8 in a deed from Mrs. Carrie B. Giddings, et al to Linda Giddings Anderson, et al, recorded in Volume 128, Page 395, Washington County Deed Records, more particularly described as follows:

BEGINNING at an iron pin in the West line of State Highway #36, at the Southeast corner of the W. J. Burnes Tract;

THENCE with said highway line S 15° 32' E, 216.22 ft. to a concrete monument;

THENCE continuing with said highway line S 8° 54' E, 501.06 ft. to a concrete monument at the intersection of the West line of State Highway #36 with the North line of a Public Road;

THENCE with said road line S 67° 39' 20" W, 1262.89 ft.; S 66° 35' W, 96.38 ft.; S 74° 37' W, 100.82 ft.; S 77° 56' W, 578.28 ft. to an iron pin and fence corner at the intersection of said road line with the East line of the G.C. & S.F. Railroad;

THENCE with said railroad right of way N 37° 24' W, 674.69 ft. to an iron pin;

THENCE continuing with said railroad on a curve to the right, having a radius of 3124.91 ft., a distance of 1191.33 ft. to a point;

THENCE continuing with said railroad right of way N 15° 48' W, 1035.40 ft. to an iron pin and fence corner in the South line of the Phillip Coe Survey;

THENCE with said survey line as fenced N 43° 23' E, 832.06 ft. to an iron pin and fence corner in the West line of the land formerly owned by Dr. F. H. Hodde;

THENCE with said line S 15° 19' E, 926.04 ft. to an iron pin and fence corner;

THENCE N 74° 58' E, 631.96 ft. to an iron pin and fence corner at an interior corner of the former Hodde Tract;

THENCE with the West line of said tract and the West line of the Burnes Tract S 5° 31' E, 1381.27 ft. to an iron pin at the Southwest corner of the former Burnes Tract;

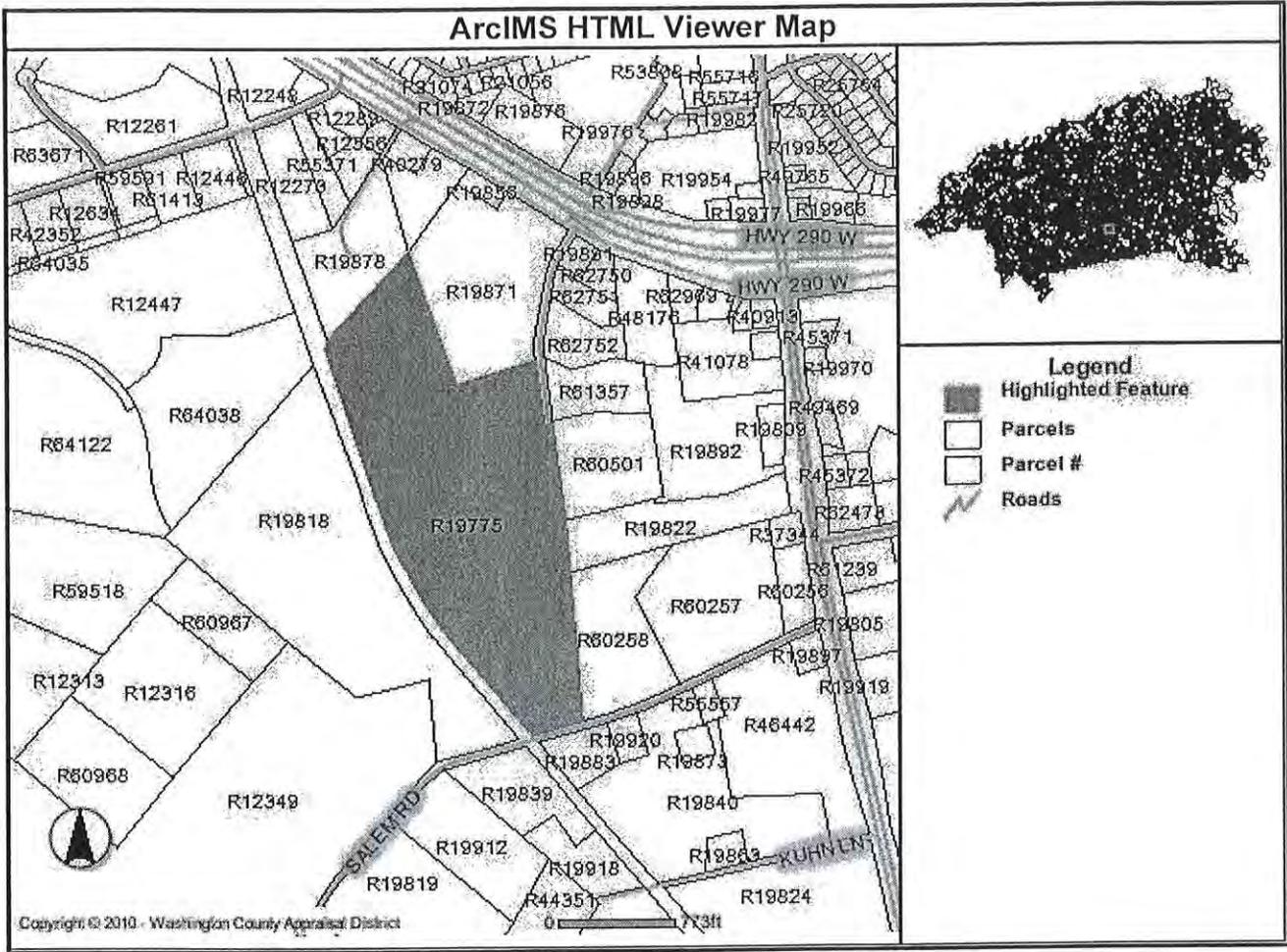
THENCE with the South line of said tract N 79° 09' E, 1471.13 ft. to the point or place of beginning containing 95.578 acres of land.

Surveyed by Donald R. Muzzy, Registered Public Surveyor, on May 22, 1974.

EXHIBIT

"A"

Page 3 of 4



65.200 acre residue of 95.578 acre tract

EXHIBIT
"A"
Page 4 of 4

BRENHAM

ECONOMIC DEVELOPMENT FOUNDATION

MEMO

To: Brenham Mayor and City Council
From: Brenham Economic Development Foundation
Date: September 9, 2011
Re: Valmont Industries Tax Phase-In Application

The Brenham Economic Development Foundation respectfully requests your consideration of the application for Tax Phase-In from Valmont Industries.

Valmont Industries is planning an expansion for their large pole production at its current location. The use of the Tax Phase-In incentive will make the expansion project more feasible and will result in a significant positive economic impact on the local economy.

JOB CREATION: A total of **90 or more net jobs will be added** during the tax phase-in period. The 90 or more jobs that will be created are projected to generate \$6.6 million in additional payroll.

CAPITAL INVESTMENT: Valmont Industries will be **investing \$9,662,000** in capital for the project. \$4,317,000 will be used for expanding the facility and \$5,345,000 will go towards buying equipment.

NEW TAXES PAID: Valmont Industries will pay **a total of \$122,544 in new taxes in its first year** of operation (\$4,872 in city taxes). They will receive an abatement of \$81,740 in year-one (\$43,844 from city taxes). At the end of their tax phase-in period, Valmont Industries will have paid **a total of \$1,062,089 in new taxes** (\$82,818 in city taxes), and will have received a total abatement of \$572,181 (\$306,908 from city taxes). At no point in the tax phase-in process does any company receive abatements on taxes for Blinn College or Brenham ISD.

Attached you will find:

- A) Tax Phase-In application
- B) Brief description of Valmont Industries
- C) Economic Impact Analysis
- D) Location map
- E) Tax Phase-In schedules
- F) Tax Phase-In calculation
- G) New employee description

As you review the attached documents, if you have any questions, please contact Clint Kolby at the Brenham Economic Development Foundation office at (979)836-8927 or clint@brenhamtexas.com.

TAX PHASE-IN APPLICATION

This application must be filed in conformance with the City of Brenham/Washington County Guidelines and Criteria for Tax Phase-In. The application must be filed prior to the beginning of construction or installation of equipment. Approval of this application is discretionary with the City Council and/or Commissioner's Court.

APPLICANT INFORMATION

Company Name Valmont Industries, Inc.
Address of HQ 7002 N. 288th St. Annual Sales \$86 million
Valley, NE 68064 Years in Business 32 years
Company President Mogens Bay Total Employees 290
Authorized Signature *David S. Koziol* 9/7/11 Brenham Address:
Title Plant Controller 2551 Valmont Drive
Date September 7, 2011 Brenham, TX 77833
Contact Person David S. Koziol Telephone 979-836-9395

Attach a description of the Company including a brief history, corporate structure and business plan and annual statement, if available.

PROJECT INFORMATION

Type of Targeted Enterprise:

- Agriculture/ Aquaculture Facility; Manufacturing/Assembly; Distribution;
- Research

Products and services to be provided: Steel lighting, communication, and utility poles

SITE INFORMATION

Address 2551 Valmont Drive
Legal Description A0120 Carrington, John, Tract 1, Acres 65.2
A0120 Carrington, John, Tract 80, Acres 14.888

Attach map showing project location.

- New Facilities Expansion of Existing Facilities Modernization/Remodel

ECONOMIC INFORMATION

Construction Estimates

Start Date 9/14/2011 (Estimate) Contract Amount \$9.7 million
 Completion Date 12/15/2011 # Construction Jobs 39

Estimated Appraised Values	Land	Building/Equipment	Personal Property
Value before Tax Phase-In begins	<u>\$704,770</u>	<u>\$20,842,910</u>	<u>\$4,155,040</u>
Value after Tax Phase-In expires	<u>\$704,770</u>	<u>\$30,504,320</u>	<u>\$7,155,040</u>

PERMANENT EMPLOYMENT INFORMATION

Will this project create or retain a minimum of 10 jobs at an average base salary of \$30,000/year, or higher, including benefits throughout the tax phase-in process? (YES/NO) YES

Estimated number of jobs to be created/retained	Total	Washington County Residents	Out of County Residents
Upon opening	90-100	Not Known	Not Known
2 years after opening	90-100	Not Known	Not Known
End of tax phase-in	90-100	Not Known	Not Known

ADDITIONAL PROJECT INFORMATION

Provide the information per the attached checklist with your application. All applicants must comply with the Guidelines and Criteria for Tax Phase-In for the City of Brenham and Washington County.

CHECK LIST FOR APPLICATION FOR TAX PHASE-IN

All applicants for tax incentives should provide the following:

	ATTACHED	NOT APPLICABLE
(a) A description of waste and by-products, including any air or water pollution generated by the business.	_____	_____ X _____
(b) A drawing showing location of the property, all roadways within 500 feet, current land uses and zoning within 500 feet and a complete metes and bounds description if the property is not platted.	_____ X _____	_____
(c) Itemized estimated cost of the real property and improvements proposed.	_____ X _____	_____
(d) A description of financing methods and projected time when costs or obligations are to be incurred.	_____ X _____	_____
(e) The amount and duration of any tax phase-in requested.	_____ X _____	_____
(f) Any other incentives requested.	_____ X _____	_____
(g) A description of reason for requesting incentives.	_____ X _____	_____
(h) Impact on the project scope and/or location of the project if incentives are not granted.	_____ X _____	_____
(i) Description of tax phase-in requested or to be requested from other applicable taxing entities.	_____ X _____	_____
(j) Details of job types and number employed in each.	_____ X _____	_____
(k) Wages and benefits per job type.	_____ X _____	_____
(l) Schedule of job creation/retention during the tax phase-in period.	_____ X _____	_____
(m) Estimated number and type of employees to be hired/retained from the local labor force.	_____ X _____	_____
(n) Estimated number and type of employees that will be relocated into the local area.	_____ X _____	_____
(o) Projected total payroll.	_____ X _____	_____
(p) Projected utility volume: electricity, natural gas and water.	_____ X _____	_____
(q) Projected Annual Sales tax.	_____	_____ X _____
(r) Projected goods and services purchased from local vendors.	_____ X _____	_____
(s) Description of utility lines and other infrastructure requirement by the City and by the Project.	_____ X _____	_____

ADDITIONAL PROJECT INFORMATION

- (a) Not Applicable.
- (b) Please see attachment.
- | | |
|----------------|--------------------|
| (c) Land | \$0.00 |
| Building Cost | \$4,317,000 |
| Equipment cost | <u>\$5,345,000</u> |
| Total | <u>\$9,662,000</u> |
- (d) The project will be internally financed.
- (e) Tax phase-in is requested for eight years as presented in Table 1A and Table 2 of the tax phase-in schedules.
- (f) Valmont Industries is requesting that this project be nominated for Enterprise Zone designation for the State of Texas.
- (g) The incentives will facilitate the expansion of the Brenham location of Valmont Industries.
- (h) If the tax phase-in incentive is not granted, the cost for the expansion will be substantially higher and could negatively impact future decisions of where to expand Valmont Industries' locations.
- (i) Valmont Industries is requesting tax phase-in from the City of Brenham and Washington County.
- (j) Please see attachment.
- (k) Please see attachment.
- (l) A total of 90 to 100 jobs will be added during the tax phase-in period.
- (m) It is not known at this time what number of employees will be hired from the local labor force.
- (n) It is not known at this time what number of employees will be relocated into the local area.
- (o) \$17.8 million
- (p) The utility volume is projected to increase 30-40% when the expansion is complete.
- (q) Not Applicable.
- (r) The amount of goods and services purchased from local vendors is projected to be \$1.5 million.
- (s) This expansion will require additional utility and infrastructure requirements.

Brief Description of Valmont Industries

Founded in 1946, Valmont Industries is one of the leading pole, tower, and structure designing and manufacturing companies in the world. It provides products for the lighting and traffic, wireless communication and utility markets. The company offers engineered support structures and lighting poles for parking lots, streets, utility substations, public areas, arenas and stadiums. Valmont Industries provides specialty structures, including monopoles, towers, wireless communication components and sign structures for cellular, broadcast and microwave communications. It offers mechanized irrigation and water management systems, as well as wastewater consulting services. The company provides custom-made tubing for manufacturing mufflers, fire extinguishers, grain augers, railings and fences. It offers protective metal coating services, including galvanizing, anodizing and integrated graphics. The company's product line also includes speed jacks, farm elevators, wagon hoists, universal joints, hay racks, stalk cutters, minimum tillage tools and front-end loaders. Valmont Industries maintains a location from its Structures Division in Brenham, Texas.

Economic Impact Analysis

Expansion of Existing Manufacturing Business

Code Name: "Project Structures"



Brenham Economic Development Foundation

September 8, 2011 - - Economic Development, LCRA

Project Background

The City of Brenham and the Economic Development Foundation of Brenham are working to assist with a major expansion of a local manufacturing business, known as *Project Structures*.

Management of the company has provided the following financial and operating highlights of the project:

- + New construction investment of \$4,316,510
- + New equipment to be purchased and installed: \$5,344,900
- + Additional or new employees will be 90 to 100. Existing workforce of 290 workers will be retained
- + Projected annual revenues: \$86,000,000
- + Estimated operations start date: December 15, 2011

Outlined in this analysis are the economic impacts associated with the project:

- A. Construction Impacts
- B. Equipment Purchase Impacts
- C. Operational Impacts

***Note:** This analysis was developed by LCRA's Community and Economic Development Department utilizing the IMPLAN econometric model developed by the University of Minnesota. IMPLAN is an input/output model used to estimate economic costs and benefits associated with private sector projects and public sector incentives.*

The IMPLAN econometric model is used by the Federal Government, state governments, and economic development agencies to estimate the effectiveness of investments and incentive policies. The projections derived from IMPLAN are dependent on the reliability of data and assumptions built into individual models.

A. Construction Impacts

1. The economic impact of new construction will generate a total of \$8,558,897 in one-time sales -- or economic impacts -- in the Brenham economy.
2. This represents \$4.3 million in direct investment by the company and indirect or associated investment of \$4.2 million to service & support construction.
3. About 39 workers will be directly employed in the construction project. Another ~~two~~ 28 workers will be indirectly employed as a consequence of the project.
4. Direct and indirect construction workers will earn of \$3,325,876 on the project - - or \$49,054 in wages on average per worker.

Construction Impact Summary

	Direct	Indirect	Total
Employment	39.3	28.5	67.8
Labor Income	\$1,942,776	\$1,383,100	\$3,325,876
Output	\$4,316,510	\$4,242,387	\$8,558,897

B. Equipment Purchase Impacts

1. The company will purchase and install \$5,344,900 in new equipment.
2. The purchase and installation of this equipment will have a positive economic impact on the Brenham economy, but the impact will be lessened by the fact the equipment will be manufactured outside the local economy.
3. The new equipment will nonetheless have local impacts in terms of transporting, rigging, installing, and calibrating this sophisticated equipment. Impacts shown below:

Equipment Purchase Impacts

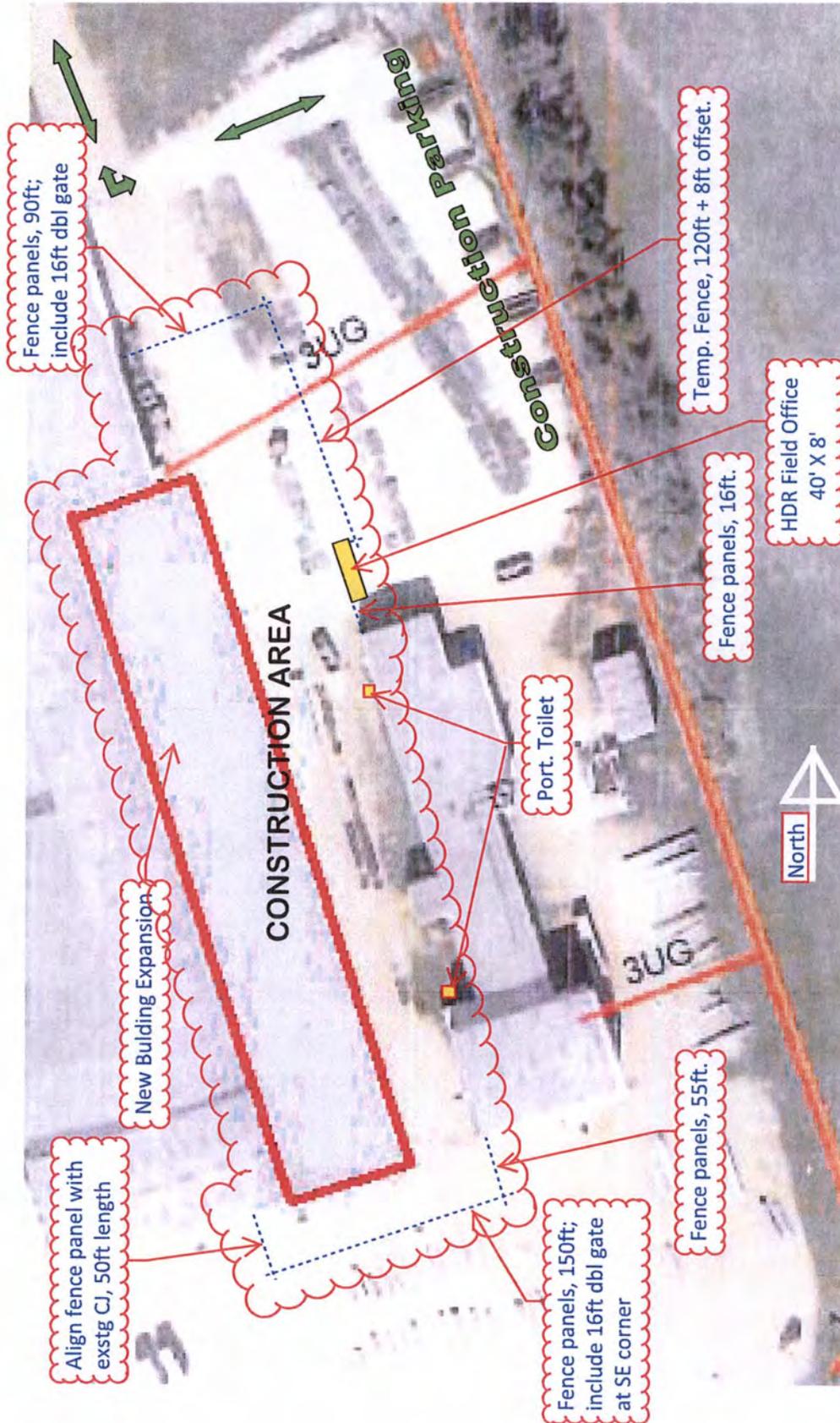
	Direct	Indirect	Total
Employment	5	7.2	12.2
Labor Income	\$414,785	\$335,066	\$749,851
Output	\$1,010,186	\$991,730	\$2,001,916

C. Operational Impacts

1. The business will deliver \$174,381,005 in increased economic activity, or economic impact, in the Brenham economy on an annual basis.
2. This impact is comprised of \$85,999,997 in direct economic activity from the business, and an additional \$88,381,008 in indirect or spin-off economic activity.
3. The 95.2 direct new jobs will lead to creation of 482 indirect or multiplier type jobs.
4. This business expansion will generate total new wages of \$34,390,914 annually in Brenham.

Operational Impact Summary

	Direct	Indirect	Total
Employment	95.2	482.8	578
Labor Income	\$7,670,959	\$26,719,955	\$34,390,914
Output	\$85,999,997	\$88,381,008	\$174,381,005



Draft, 8/22/11

EXHIBIT "A"
TAX PHASE-IN INCENTIVE SCHEDULES

Applicants may receive property Tax Phase-In incentive according to the schedules in Tables 1 and 2, depending on their combination of property value creation and job creation/retention.

TABLE 1 (earns 50% of incentive)

1A - Property Improvements by an Existing Local Business

Level	Amount of Valuation of Eligible Improvements as determined by the Tax Appraisal District:		Percent of property tax to be abated each year									
	From	To	1	2	3	4	5	6	7	8	9	10
1	\$ 150,000	\$1,000,000	45	40	30	20	0	0	0	0	0	0
2	\$1,000,001	\$2,500,000	45	45	40	30	20	0	0	0	0	0
3	\$2,500,001	\$4,000,000	45	45	45	40	30	20	0	0	0	0
4	\$4,000,001	\$5,500,000	45	45	45	45	40	30	20	0	0	0
5	More than	\$5,500,000	45	45	45	45	45	40	30	20	0	0

1B - Property Improvements by a New Business

Level	Amount of Valuation of Eligible Improvements as determined by the Tax Appraisal District:		Percent of property tax to be abated each year									
	From	To	1	2	3	4	5	6	7	8	9	10
1	\$ 300,000	\$1,000,000	45	40	30	20	0	0	0	0	0	0
2	\$1,000,001	\$2,500,000	45	45	40	30	20	0	0	0	0	0
3	\$2,500,001	\$4,000,000	45	45	45	40	30	20	0	0	0	0
4	\$4,000,001	\$5,500,000	45	45	45	45	40	30	20	0	0	0
5	More than	\$5,500,000	45	45	45	45	45	40	30	20	0	0

TABLE 2 (earns 50% of incentive)

2 - Jobs Created & Retained - by Existing Businesses or New/Relocating Businesses

Level	The number of new and/or retained full-time employees with an average salary level of \$30,000+/year including benefits averaged during the twelve calendar months prior to the tax assessment date of January 1:		Percent of property tax to be abated each year									
	From	To	1	2	3	4	5	6	7	8	9	10
1	10	19	45	40	30	20	0	0	0	0	0	0
2	20	29	45	45	40	30	20	0	0	0	0	0
3	30	39	45	45	45	40	30	20	0	0	0	0
4	40	49	45	45	45	45	40	30	20	0	0	0
5	50 and more		45	45	45	45	45	40	30	20	0	0

Valmont Tax Phase-In Calculation

Entity	Tax Rate
City of Brenham	\$0.5042
Washington County	\$0.4358
Blinn College	\$0.0559
Brenham ISD	\$1.1184
Total City/County Tax	\$0.9400
Total Tax	\$2,1143

*Only City and County tax are available for possible abatement	
Amount of Existing Business Investment	\$9,662,000
Amount of New Business Investment	\$0
Number of Jobs	90

	Total Abatement Received										Total	
	1	2	3	4	5	6	7	8	9	10		
Existing Business Abatement Schedule	\$40,870.26	\$40,870.26	\$40,870.26	\$40,870.26	\$40,870.26	\$40,870.26	\$27,246.84	\$18,164.56	\$0.00	\$0.00	\$0.00	\$286,091.82
New Business Abatement Schedule	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Number of Jobs Schedule	\$40,870.26	\$40,870.26	\$40,870.26	\$40,870.26	\$40,870.26	\$40,870.26	\$27,246.84	\$18,164.56	\$0.00	\$0.00	\$0.00	\$286,091.82
Total Abatement	\$81,740.52	\$81,740.52	\$81,740.52	\$81,740.52	\$81,740.52	\$81,740.52	\$54,493.68	\$36,329.12	\$0.00	\$0.00	\$0.00	\$572,183.64
Total Taxes	\$204,283.67	\$204,283.67	\$204,283.67	\$204,283.67	\$204,283.67	\$204,283.67	\$204,283.67	\$204,283.67	\$204,283.67	\$204,283.67	\$204,283.67	\$1,634,269.33
Taxes Due	\$122,543.15	\$122,543.15	\$122,543.15	\$122,543.15	\$122,543.15	\$122,543.15	\$149,789.99	\$167,954.55	\$0.00	\$0.00	\$0.00	\$1,062,085.69

Valmont - Brenham, TX

Wage Group	Occupation Title	Salary Range			
		Step 1	Step 2	Step 3	
1	Custodian	\$ 10.42	\$ 11.21	\$ 12.24	
2	Material Handler	\$ 11.23	\$ 12.02	\$ 13.06	
	Square and Straightener	\$ 11.23	\$ 12.02	\$ 13.06	
	Paint Associate 1	\$ 11.23	\$ 12.02	\$ 13.06	
	Shipper A	\$ 11.23	\$ 12.02	\$ 13.06	
	Saw Operator	\$ 11.23	\$ 12.02	\$ 13.06	
	Grinder	\$ 11.23	\$ 12.02	\$ 13.06	
3	Kit Building Attendant	\$ 12.14	\$ 12.93	\$ 13.99	
	Painter	\$ 12.14	\$ 12.93	\$ 13.99	
	Storeroom Attendant	\$ 12.14	\$ 12.93	\$ 13.99	
	Welder Trainee	\$ 12.14	\$ 12.93	\$ 13.99	
4	Buffer/ Burnisher	\$ 13.13	\$ 13.92	\$ 15.01	
	Magnetic Crane Operator	\$ 13.13	\$ 13.92	\$ 15.01	
	Material Handler/Stager	\$ 13.13	\$ 13.92	\$ 15.01	
	Paint Associate II	\$ 13.13	\$ 13.92	\$ 15.01	
	Shipper B	\$ 13.13	\$ 13.92	\$ 15.01	
	Small Parts Layout	\$ 13.13	\$ 13.92	\$ 15.01	
	Stacker Crane Operator	\$ 13.13	\$ 13.92	\$ 15.01	
	Tube Line Operator 1	\$ 13.13	\$ 13.92	\$ 15.01	
	Arms Fitter	\$ 13.13	\$ 13.92	\$ 15.01	
	Asst. Press Operator	\$ 13.13	\$ 13.92	\$ 15.01	
	5	CNC Drill Operator	\$ 14.16	\$ 14.94	\$ 16.04
Machine Builder Apprentice		\$ 14.16	\$ 14.94	\$ 16.04	
6	CNC Operator	\$ 15.31	\$ 16.10	\$ 17.23	
	Maintenance Elec II	\$ 15.31	\$ 16.10	\$ 17.23	
	Maint Mech II	\$ 15.31	\$ 16.10	\$ 17.23	
	Paint Associate III	\$ 15.31	\$ 16.10	\$ 17.23	
	Paint Lead Person	\$ 15.31	\$ 16.10	\$ 17.23	
	Press Brake Operator	\$ 15.31	\$ 16.10	\$ 17.23	
	Shear Operator	\$ 15.31	\$ 16.10	\$ 17.23	
	Shipping Utility Person	\$ 15.31	\$ 16.10	\$ 17.23	
	Tube Line Operator II	\$ 15.31	\$ 16.10	\$ 17.23	
	Storeroom Lead	\$ 15.31	\$ 16.10	\$ 17.23	
	Utility Person Jr	\$ 15.31	\$ 16.10	\$ 17.23	
	Welder	\$ 15.31	\$ 16.10	\$ 17.23	
	7	Big Wheel Operator Jr.	\$ 16.38	\$ 17.17	\$ 18.32
		Fitter- Small Pole	\$ 16.38	\$ 17.17	\$ 18.32
Lead Person FT-7		\$ 16.38	\$ 17.17	\$ 18.32	
Lead Person Tube Mill Jr		\$ 16.38	\$ 17.17	\$ 18.32	
Maint Lead Lvl 7		\$ 16.38	\$ 17.17	\$ 18.32	
Maint Mech III		\$ 16.38	\$ 17.17	\$ 18.32	
Utility Person Sr.		\$ 16.38	\$ 17.17	\$ 18.32	
8	Big Wheel Operator Sr.	\$ 17.43	\$ 18.21	\$ 19.38	
	Facilities Lead Person	\$ 17.43	\$ 18.21	\$ 19.38	
	Fitter/Welder	\$ 17.43	\$ 18.21	\$ 19.38	
	Lead Person Tube Mill Sr	\$ 17.43	\$ 18.21	\$ 19.38	
	Lg Pole Fitter	\$ 17.43	\$ 18.21	\$ 19.38	
	Machine Build Fabricator	\$ 17.43	\$ 18.21	\$ 19.38	
	Machine Build Lead Person	\$ 17.43	\$ 18.21	\$ 19.38	
	Machinist	\$ 17.43	\$ 18.21	\$ 19.38	
	Maint Elec III	\$ 17.43	\$ 18.21	\$ 19.38	
	Maint Lead Lvl 8	\$ 17.43	\$ 18.21	\$ 19.38	
	Utility Person Tube Mill	\$ 17.43	\$ 18.21	\$ 19.38	
	9	Maint Lead Lvl 9	\$ 18.54	\$ 19.33	\$ 20.52
		PLC Apprentice	\$ 18.54	\$ 19.33	\$ 20.52

Brenham Manpower Expansion Project

1	Buyer
1	Scheduler
1	Ind Eng Tech
3	QA Tech
1	Shipping Coordinator
1	Production Manager
1	Supervisor
6	Seamers
9	Seam Finishers
3	Straight/Rounders
3	Leads
45	Fit/Welders
3	Material/Handlers
3	CNC Drill Operators
3	CNC Operators
3	Grinders
1	Utility Person
9	Shipper B
97	Total



AGENDA FORM

DATE OF MEETING: September 29, 2011		DATE SUBMITTED: September 23, 2011	
DEPT. OF ORIGIN: Main Street		SUBMITTED BY: Jennifer Eckermann	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING	
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING	
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION	
<input type="checkbox"/> WORK SESSION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Recommendation from the Downtown Master Plan Consultant Selection Committee for the Selection of a Downtown Master Planning Consulting Firm and Authorize the Mayor to Execute any Necessary Documentation			
SUMMARY STATEMENT: Following a successful RFQ process, the Downtown Master Plan Consultant Selection Committee selected five consultant teams to interview. The committee then chose to pursue references on two of the teams, speaking to other cities who worked with them on projects closely resembling ours. From these references, a clear choice became obvious, and the selection committee unanimously decided to recommend that the city contract with MESA Design Associates, Inc. of Dallas. The Selection Committee is recommending approval of the attached contract with this firm. Chairman Tommy Upchurch will be at the meeting, as will a representative of MESA.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Now that the selection process has been completed, approval of the contract with MESA Design Associates will enable us to begin the anticipated 6-month master planning process.			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) MESA Professional Service Agreement			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Approve the contract between MESA Design Associates, Inc. and the City of Brenham for services pertaining to the creation of a Downtown Revitalization Plan.			
APPROVALS: Carolyn Miller			

Professional Service Agreement

There is contained herein a Professional Service Agreement between MESA Design Associates and the City of Brenham, Texas, for services pertaining to the creation of a Downtown Revitalization Plan, as defined by the work scope, schedule, deliverables, fees and conditions contained herein.

A. DETAILED WORK SCOPE

Part One: Assessments

The MESA team will assess the current conditions of Downtown Brenham,. The assessment will address the key physical and economic elements that impact functionality, legibility and opportunity. These assessments will be conducted as part of a windshield survey of downtown Brenham. The issues associated with each component might differ slightly, but the emphasis will be on how these components promote or hinder the vibrancy of downtown, from an experiential and economic perspective.

All team members will participate, and the survey will span 2-3 days. The MESA team will incorporate existing information, plans and studies (such as the National Register Nomination Packet), as provided by the client group, into the assessment of the project area. The first two client group meetings will be held during the window of time allocated for the windshield survey (see Section B: Meetings and Deliverables regarding client group meetings).

- 1.1 **Sites and Buildings.** The MESA team will assess existing sites and buildings in the downtown area and score them based on suitability for preservation, redevelopment or development.
- 1.2 **Public Spaces.** There are two general types of public spaces in a downtown area: parks and streets (with their corresponding rights of way). The MESA team will assess public spaces for the present condition.
- 1.3 **Parking and Circulation.** The MESA team will assess the existing parking capacity and circulation patterns in Downtown to determine their ability to support commercial growth and downtown development as appropriate parking and circulation relationships change during maturation of the market. The windshield survey will consider movement of pedestrians, as well as vehicles and the movement of goods and services.
- 1.4 **Market Analysis.** The Market Analysis will focus on Brenham’s ability to compete in a regional market. It is important to understand not only what opportunities are available to downtown Brenham, but which of those opportunities will promote desirable – and sustainable- economic development. MESA will evaluate current market conditions for Brenham to determine how Downtown fits in to the overall economic needs of the City, and how Downtown can benefit from other activity in Brenham, including the expansion and growth along 290.
- 1.5 **Definition of Project Boundary.** At project outset, the consultant team will focus on the boundary proposed in the initial RFQ. However, the final project boundary should be influenced by the needs of downtown, as determined through the project assessments. Once the assessments are completed, a final boundary for the project area will be defined, subject to the City’s approval of the final boundary. All plans will be developed for the project area contained by the project boundary.

Part Two: Visioning

The Visioning component of the Downtown Plan will focus on creation of opportunities to gather public input at appropriate points through the planning process. The process will include 2 open public workshops and a design charrette that will be held in meetings on 2 consecutive days.

- 2.1 **Open Public Workshops (2).** MESA will facilitate two workshops that will be open to the public.

- *Workshop #1: Presentation of the Plan Framework.* At Workshop #1, MESA will present the results of the Windshield Survey, as well as the Framework (over-arching concept) for Downtown Brenham. Following a presentation by the consultants, workshop participants will be divided into breakout groups to discuss and provide feedback. The City will coordinate the event, and the consultants will prepare necessary materials for the presentation and will facilitate the meeting. The workshop will be held as indicated in Section C, Project Schedule.
 - *Workshop #2: Project Open House.* MESA will conduct an Open House as a means of presenting the components of the entire Downtown Strategic Plan. The workshop will be in Open House format, lasting 2-3 hours. The first portion will consist of a presentation by the consultant team. Following the consultant presentation, workshop participants will have opportunity to visit various stations set up to present the core concepts of the plan (ie: parking, historic preservation, etc.). Again, the City will coordinate the event (location, advertising, etc.) and MESA will facilitate the meeting. The workshop will be held as indicated in Section C, Project Schedule.
- 2.2 **2-day Design Charrette.** The MESA team will facilitate a design charrette to address visual preferences in Downtown Brenham. The charrette will consist of a mixture of presentations, breakout group sessions, and collective input sessions. The charrette will be held with downtown business and property owners. To control costs, it is recommended that the charrette be conducted over two of the evenings that the MESA team is in Brenham for the Assessments/Windshield Survey.
- 2.3 **Plan Framework.** From the inputs gathered in the workshops and the design charrette, as well as the assessments, the MESA team will construct a conceptual framework for the downtown plan. This framework will prioritize certain areas of downtown according to the three levels of development activity: preservation, redevelopment and development. It will also indicate the relationship of public to private spaces, and key portals, corridors and destinations in downtown, as well as paths of pedestrian and vehicular circulation and connectivity (including movement and connection to Hwy 290). The plan framework will be a graphic representation of the goals and themes that grow out of the assessment and public inputs.

Part Three: Plan Elements

- 3.1 **Concept Plan.** Building on the Plan Framework, a colored, scaled concept plan will be created for Downtown Brenham. This concept plan will include all key elements of a vibrant downtown, such as parking and circulation, land uses, open spaces, urban design and economic development. From this concept plan, key plan elements will be broken down and addressed in greater detail. For each element, a discussion will be had about advantages for and constraints to realization of the vision laid out in the Concept Plan. The following plan elements will be broken out:
- **Parking Plan.** The Parking component of the Concept Plan will indicate how parking should be aggregated, where on-street and on-site parking is recommended, and how shared parking can increase effectiveness of the parking areas in downtown. Also included will be a table comparing parking capacity of the concept to demand associated with uses represented.
 - **Circulation Plan.** The Circulation component of the Concept Plan will provide a hierarchy of circulation components, including streets, bike trails, sidewalk/pedestrian pathways, and routes for movement of goods and services. The hierarchy of types will address design

intent and functional classification, and indicate a preferred circulation system for downtown.

- **Land Use Plan.** In a downtown setting, it is especially important to ensure that uses and building forms are consistent with character and intent for the downtown area. For this reason, the Land Use Plan for Downtown Brenham will be organized according to the three development forms of the plan framework: preservation, redevelopment and development. Within this context, issues of use, density, height, and other parameters will be more appropriately addressed.
- **Urban Design Plan.** The Urban Design component of the Concept Plan will illustrate the overall organizational system articulated for Downtown Brenham, including nodes, corridors, edges, portals, and transitions. The emphasis will then be place on how the public realm can be treated so as to improve downtown place-making. Public spaces such as streetscape, parks and plazas, and public facilities will be a focus.

Part Four: Implementation

Plan Implementation will address the three ways in which the City directly impacts the vitality of Downtown: economic development, capital improvements and regulation.

- 4.1 **Economic Development.** MESA will recommend various mechanisms by which the City can promote preservation, redevelopment and infill activity in Downtown Brenham, in a manner that is consistent with community vision. These will focus primarily on funding and financing tools, but will also include management tools that the City could employ.
- 4.2 **Capital Improvements.** MESA will provide recommendations as to general types of capital improvements that will facilitate the realization of the vision for Downtown Brenham, as well as possible funding sources to consider for such improvements. This program will focus on conceptual elements that have been identified as priorities for the downtown area.
- 4.3 **Regulatory Program.** MESA will recommend various regulatory controls that will enable the City to effectively manage development in Downtown Brenham while preserving the unique aspects of place that define it, such as special districts, ordinance revisions and improved processes and procedures.

Part Five: Communications

To ensure that the product meets client expectations, MESA will provide the following services:

- 5.1 **Client Group Meetings.** MESA will meet with the Client Group or appointed representatives 4 times during the course of the project, with meetings corresponding to the consultant visits defined at project outset. Client Group Meetings consist of any requested meetings with client group or any representative appointed by the client group, separate from Public Workshops, to report on project progress and gather inputs. These four meetings could be Council meetings, Staff meetings, EDC meetings or meetings with any other group of the client's choice. See Section C: Project Schedule for recommended windows for client group meetings.
- 5.2 **Plan Report.** MESA will compile all plan components identified in this scope of services into a report document.

Part Six: Optional Services

The scope that has been previously defined will give the City all that is needed to manage and promote the type of growth and development desired for the downtown area. However, should the City be interested in expanding this scope at any time to more completely address the issues raised, the following optional services have been included. Through the years, we found that these services, which address a range of needs, often more effectively equip the City for promotion, management, and decision-making.

- 6.1 **Additional Client Group Meetings.** Upon client request, MESA will schedule additional meetings with the Client Group.
- 6.2 **Traffic Analysis.** The MESA team, upon client request, could provide a detailed analysis of the proposed improvements to City thoroughfares to provide more detailed information regarding capacity and level of service. This level of traffic analysis is quantitative, involving engineered studies and technical analysis. The current budget does not allow for capacity analysis. This type of study, however, will be necessary prior to any public improvement initiative that grows out of the Plan.
- 6.3 **Urban Design Guidelines.** The Urban Design Plan will speak to the creation of a more legible structure for downtown, focusing on thematic components, hierarchies and core elements and areas (ie: districts, corridors, nodes, edges, transitions, etc.). It will also provide recommendations regarding what components should be regulated downtown and how. However, should the City prefer more detailed guidelines for Downtown, MESA can, upon request, produce Urban Design Guidelines that address architecture, public domain, and public/private interface. These would typically be incorporated as a zoning overlay or as a categorical amendment to the zoning code (for the downtown district).
- 6.4 **Plan Rendering.** In order to promote the vision that is articulated by the community through the planning process, MESA will create a watercolor rendering of a scene from downtown. This rendering will be included in the final report, and a digital version will also be delivered to the City for future use.
- 6.5 **Plan Presentation.** Adoption of the plan is critical to its success. On all projects, MESA is committed to project involvement through the adoption process by participating in public hearings, work sessions, and public meetings. MESA will present the plan, upon client request at public hearings for P&Z and/or City Council, as well as other boards, commissions and community groups.

B. MEETINGS AND DELIVERABLES

The meetings and deliverables have been separated out according to which items are included in the scope, and which may be requested as additional services.

Included Meetings:

- 2 Public Workshops open to the members of the larger Brenham community (see project schedule for targeted months for workshops)
- 1 2-day charrette with downtown business and property owners
- 4 meetings with client group or any representative appointed by the client group, separate from Public Workshops, to report on project progress and gather inputs. These four meetings could be Council meetings, Staff meetings, EDC meetings or meetings with any other group of the client's choice.

Included Deliverables:

- 1 digital copy of the plan report
- 3 full-color, printed, bound copies of the plan report
- 1 digital copy of each powerpoint presentation given at public workshops
- 2 24x36 presentation boards with plan graphics (one per workshop)

Optional (Additional) Meetings:

Public hearings

Additional property owner and/or public meetings

Presentations of plan to other groups/jurisdictions

Optional (Additional) Deliverables:

Additional printed copies of the Plan Report

Additional presentation boards of plan graphics

C. SCHEDULE

		Schedule (by month)					
		1	2	3	4	5	6
PART ONE: Assessments		■	■				
1.1	Sites and Buildings	■	■				
1.2	Public Spaces	■	■				
1.3	Parking and Circulation	■	■				
1.4	Market Analysis	■	■				
PART TWO: Visioning			■	■	■	■	■
2.1	Workshops			■			■
2.2	Design Charrette		■				
2.3	Plan Framework			■			
PART THREE: Plan Elements				■	■	■	
3.1	Concept Plan			■	■	■	
PART FOUR: Implementation						■	■
4.1	Economic Development					■	■
4.2	Capital Improvement					■	■
4.3	Regulatory Program					■	■
PART FIVE: Communication							■
5.1	Client Meetings	■	■	■			■
5.2	Plan Report						■

D. COST OF SERVICES

The following cost of services breakdown includes all fees associated with this project: labor, reimbursables and travel expenses. The maximum amount that the Client will be billed for the Brenham Downtown Plan is \$100,000. Also included, however is a brief menu of additional services that would be of benefit to the Downtown. Should the Client request these services, the fees would be charged as indicated herein.

Part One: Assessments		\$28,000
I.1. Sites and Buildings	\$8,000	
I.2. Public Spaces	\$8,000	
I.3. Parking and Circulation	\$8,000	
I.4. Market Analysis	\$4,000	
Part Two: Visioning		\$22,000
I.5. Workshops (2)	\$12,000	
I.6. 2-day Design Charrette	\$4,000	
I.7. Plan Framework	\$6,000	
Part Three: Plan Elements		\$22,000
I.8. Concept Plan	\$22,000	
Part Four: Implementation		\$16,000
I.9. Economic Development	\$6,000	
I.10. Capital Improvement	\$5,000	
I.11. Regulatory Program	\$5,000	
Part Five: Communications		\$12,000
I.12. Client Meetings	\$2,000	
I.13. <u>Plan Report</u>	\$10,000	
	Project Total:	\$100,000

COST OF OPTIONAL SERVICES (IF/AS APPROVED BY CLIENT GROUP)

I.14. <i>Additional Meetings</i>	<i>\$hourly</i>
I.15. <i>Traffic Analysis</i>	<i>tbd</i>
I.16. <i>Detailed Urban Design Guidelines</i>	<i>\$18,000</i>
I.17. <i>Plan Rendering</i>	<i>\$4,000</i>
I.18. <i>Final Plan Presentation Document (PowerPoint)</i>	<i>\$5,000</i>

COST OF RECOMMENDED SUPPORT SERVICES PROVIDED BY CITY STAFF

City Staff will be coordinating the two public workshops, and preparing for them accordingly. Items such as mailers/notifications and refreshments are expenses that the client group will therefore incur, and are separate from the expenses incurred by MESA. Therefore, as City controls the expenses associated

with these items, they are not included in the \$100,000 budget mentioned above. MESA does, however, recommend that the City budget for the following:

Mailers/notification of Public Workshops

If City creates an insert for the water bill, (cost per print + postage) x number of households

If posted on website, cost = \$0

If advertised in newspaper, standard cost for public notification

Refreshments for Workshops

MESA recommends donations from local businesses for these as a way to encourage participation.

Typical refreshments include water, coffee, sodas and snacks of some sort

Hourly Rates for Additional/Optional Services

All hourly and additional services provided by MESA will be billed at the following hourly rates. Services requested, but not specifically included in the scope of services listed above, will be considered additional services. Modifications to drawings, after approval by Owner, as a result of changes requested by Owner or other consultants will be considered additional services. Meetings requested by client and not included in this scope of services shall be billed at these hourly rates.

Robin McCaffrey / Principal	\$235.00
Carissa Cox / Associate	\$150.00
Eli Pearson / Project Manager I	\$110.00
Ben Haut / Designer I	\$75.00

E. CONDITIONS

The following is listing of contractual conditions that apply to this proposal:

1. The client will provide the following:
 - a. All existing GIS files pertaining to the project area.
 - b. All studies, plans and policies effecting development of the planning area
 - c. Identification of steering committee and charrette participants.
 - d. Coordination of the two public workshops (reserving location, advertising, refreshments)
2. Not included are the following:
 - a. Electrical or mechanical engineering
 - b. Signage and sign graphics
 - c. Design of new or additional elements added to the scope of work
 - d. Requests for changes to the concept plan after approval.
 - e. Illustrative plans, models and drawings not specifically described in the Scope of Services
 - j. As Built Drawings
3. MESA Design Associates may subcontract consultants in the performance of any services described in this agreement.
4. MESA Design Associates does not act as General Contractor in any way, or accept responsibility, for poor craftsmanship.
5. Should the Client or Owner cancel scheduled meetings with less than 72 hours notice, MESA reserves the right to invoice the Client or Owner for all related National and International travel and accommodation expenses which are actually incurred and paid by MESA.
6. Either Owner or Consultant may terminate this contract with (7) seven days written notice. Upon termination, Owner will be responsible for payment of all Consultant fees through the date of termination.
7. Should the project go "on hold" for more than sixty (60) days, the Consultant reserves the right to charge a \$600.00 restart fee.
8. Compensation for all services shall be paid in Dallas, Dallas County, Texas.
9. Invoice Schedule: Billing will be on a design progress basis at the end of each month.
10. Invoices shall be payable and interest on overdue payments may be charged in accordance with Chapter 2251, Texas Government Code, which states that "payments are overdue on the 31st day after the date the City receives an invoice, and interest on overdue payments accrues at the rate of 1% plus the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that is not a Saturday or Sunday."
11. Terms: As provided in Chapter 2251, Texas Government Code
12. If the client fails to make payments to MESA in accordance with this agreement, such failure shall be considered substantial non-performance and cause for termination or, at MESA's option, cause for suspension of performance of service under this agreement. If MESA elects to suspend service, prior to suspension of services, MESA shall give seven (7) days written notice to the client. In the event of a suspension of services, MESA shall have no liability to the client for delay or damage caused to the client because of such suspension of services. Client agrees to hold MESA harmless from and completely indemnify MESA from and against any and all damages, costs, attorney's fees, and/or other expenses which MESA may incur as a result of any claim by any person or entity arising out of such suspension of work. Before resuming services, MESA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MESA's services. MESA's fees for the remaining services and the time schedules shall be equitably adjusted.

13. MESA agrees to maintain general liability, professional liability and worker's compensation insurance to cover claims for damages to property or injury to persons by MESA and any person employed by MESA or under MESA'S direction or control engaged in performing services for the City under this Agreement.
14. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337; tele: 512.305.9000; fax: 512.305.9005; e-mail: www.tbae.state.tx.us.
15. The obligations, duties or rights of MESA under this Agreement shall not be assigned without the prior written approval of the City.
16. By making visits to the site, MESA is not assuming the responsibilities of the builder, Construction Manager, Construction Superintendent or any of their agents or subcontractors.
17. Plans, drawings and specifications or other writings or documents prepared or provided by MESA hereunder are prepared for this Project only, but may be used by MESA for purposes of illustrating the scope and nature of project involvement. MESA shall provide Client with a reproducible set of drawings and specifications for its records. They shall not be used by Client for other projects without the written agreement of MESA.
18. It is expressly understood and agreed that MESA shall not have control of, or charge of, or be responsible for construction, means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the Project or for the acts or omissions of any contractor, subcontractor or other persons performing work for the Project.
19. To the extent allowed by law, the Client shall indemnify MESA and hold MESA harmless from and against all damages, costs, claims and liabilities due to the City's use of the products and services described in this agreement for any and all purposes other than those stated in this agreement.
20. Notwithstanding any other provision of this Agreement, MESA and MESA's sub-consultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances.
21. The Client, Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement.
22. In the event disputes are not satisfactorily resolved through informal discussions, the Client and MESA agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation. In the event the parties to this agreement are unable to reach a settlement through mediation, then such disputes shall be settled through litigation, in a court of competent jurisdiction.
23. MESA agrees to indemnify, save and hold harmless City and its officials, employees, and volunteers from all damages, costs, claims and liabilities due to activities of MESA and MESA'S agents, sub-consultants or employees performed under this Agreement, to the extent caused by or which result from the negligent error, omission, negligent act, or willful misconduct of MESA or of any person employed by MESA or under MESA'S direction or control.
24. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

25. This Agreement constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.
26. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

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

MESA:
Robin McCaffrey, AICP, AIA
MESA Design Associates, Inc.
1807 Ross Avenue, Suite 333
Dallas, Texas 75201

27. All invoices shall be addressed to the following party at the respective address:

Jennifer Eckermann
Main Street Brenham
P.O. Box 1059
Brenham, Texas 77834

28. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any action, claim, dispute, lawsuit or other legal proceeding shall lie in Washington County, Texas.
29. If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal there from), the prevailing party shall be entitled to reasonable attorney's fees and costs of the action.
30. Any deliverable prepared by MESA and MESA's sub-consultants pursuant to this Agreement shall be the property of the City whether the services are completed or not. Upon request, the City shall be furnished and permitted to retain reproducible copies and electronic versions of the deliverables prepared by the MESA and MESA's consultants pursuant to this Agreement. In the event of termination of this Agreement for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete this Project. Any other documents pertaining to this project that are requested of MESA by the City but that are not specifically identified as a deliverable in this agreement shall be delivered to the City at the City's expense, according to the cost of labor and reproduction as defined herein.
31. MESA will not be responsible for errors and omissions of a subsequent consultant or sub-consultant.
32. If and as the client reproduces the deliverables generated under terms of this agreement, MESA will not be responsible for differences in the product that are due to incompatibilities with the software and hardware that was used by the client for reproduction of the document.

Agreed to by:

MESA Design Associates, Inc.

Robin McCaffrey, AIA, AICP
Principal in Charge

Date

City of Brenham, Texas

Terry Roberts
City Manager

Date

Attest:

Tammy Cook, Deputy City Secretary
City of Brenham

Date



AGENDA FORM

DATE OF MEETING: September 29, 2011	DATE SUBMITTED: September 23, 2011	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Kim Hodde	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request for a Noise Variance from Ashley Hausman and Jason Brocato for an Outdoor Wedding Ceremony and Reception at 614 S. Austin Street on October 8, 2011		
SUMMARY STATEMENT: Ashley Hausman and Jason Brocato have requested a Noise Variance to hold and outdoor wedding ceremony and reception on October 8, 2011 at 614. S. Austin Street, Brenham, Texas from 5:30 pm until midnight, at the latest. They will have guitars, an amp, and speakers. The Brenham Police Department does not object to granting the variance, and therefore, asks the City Council to approve the variance request.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Noise Variance Request		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approval of a Request for a Noise Variance from Ashley Hausman and Jason Brocato for an outdoor wedding ceremony and reception at 614 S. Austin Street on October 8, 2011		
APPROVALS: Brenham Police Department & Brenham Fire Department.		

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Ashley Hausman & Jason Brocato

2. Name and address of individual making application on behalf of sponsoring organization: Bill & Carol Brooks ; 1414 S. Austin
Brenham TX 77833

3. Purpose of the Event: Wedding

4. Location of Event: 1414 S. Austin St

5. Date of the event: Oct. 8, 2011

6. Time of Event: 5:30 - Mid night

7. Event Set-up: From: _____ To: _____

Event Clean-up: From: _____ To: _____

8. You are required to describe the following:

a) Types of Activities Planned and any additional information specific to this event: Ceremony & Reception

b) Bands/Musical Instruments: guitars, ipod, speakers

c) Sound amplification equipment: amp, speakers

d) Cleanup provisions: _____

Ashley Hausman
Name of Applicant (Printed or Typed)

Date: Sept. 23, 2011

Ashley Hausman
Applicant or Authorized Person's Signature

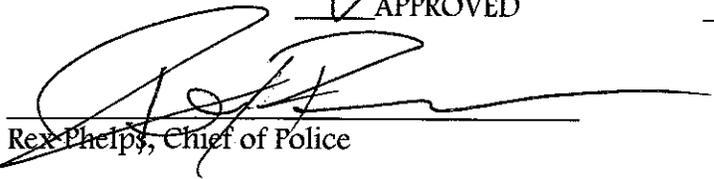
Phone: 318-547-2847

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

CITY STAFF REVIEW

Date received: 9-23-11

APPROVED DENIED



Rex Phelps, Chief of Police

Date: _____

Comments/Reason for Denial:

APPROVED DENIED



Ricky Boeker, Chief of Fire Department

Date: 9-26-11

Comments/Reason for Denial: _____

Noise Variance Approved by the City Council on the _____ day of _____, 2011.

Milton Y. Tate, Jr., Mayor

Date: _____

ATTEST:

Jeana Bellinger, City Secretary



AGENDA FORM

DATE OF MEETING: September 29, 2011	DATE SUBMITTED: September 22, 2011	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Kim Hodde	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M217BRENM with TxDOT for FY 2011-12 and Authorize the Myor 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, 2011 through August 31, 2012. As in the prior years, this agreement allows us to be reimbursed for 50% of the cost of our monthly AWOS monitoring (AviMet Data Link connection fees and continued scheduled maintenance), annual AWOS Maintenance Contract, as well as 50% of our replacement lamps for the airport lighting system, herbicides, general maintenance, and a contingency for emergency repairs. We have budgeted funds of \$30,000 and with TxDOT's match of \$30,000, this will enable us to do \$60,000 worth of maintenance at half the cost. This initial grant paperwork only shows a breakdown for the annual AWOS Maintenance contract (3,300.00) and general maintenance expenses of \$10,000.00 to get the grant underway. The grant will be amended to include the breakdown for the various other maintenance items once we get the approximate costs for each.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: 50% of the routine maintenance items up to \$60,000 would be reimbursed by TxDOT		
B. CONS: The City of Brenham would pay 100% of all maintenance costs		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) 2012 RAMP Agreement		
FUNDING SOURCE (Where Applicable): Budgeted funds		

RECOMMENDED ACTION: Approve the Routine Airport Maintenance Program Grant agreement No. M217BRENM with TxDOT for FY 2011-12 and Authorize the Mayor to sign the Necessary Documentation

APPROVALS: Doug Baker

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

(State Assisted Airport Routine Maintenance)

**TxDOT Project No.: AM 2012BRENM
TxDOT CSJ No.: M217BRENM**

Part I - Identification of the Project

TO: The City of Brenham, Texas

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

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

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

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

Part II - Offer of Financial Assistance

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

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, which ever 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, 2012, unless otherwise approved by the State.

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

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

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

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

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

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

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

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

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

Part III - Sponsor Responsibilities

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

- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
 - j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
 - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

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

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

PART IV - Nomination of the Agent

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

project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

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

remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

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

Part VI - Acceptances

Sponsor

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

Executed this _____ day of _____, 20__.

City of Brenham, Texas
Sponsor

Witness Signature

Sponsor Signature Milton Y. Tate, Jr

Witness Title

Mayor
Sponsor Title

Certificate of Attorney

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

Dated at Brenham, Texas, this _____ day of _____, 20__.

Witness Signature

Attorney's Signature

Witness Title

Acceptance of the State

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

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

**Attachment A
Scope of Services
TxDOT CSJ No.: M217BRENM**

Eligible Scope Items:	Estimated Costs	State Share	Sponsor Share
	Amount A	Amount B	Amount C
PAVEMENTS	\$0.00	\$0.00	\$0.00
GENERAL MAINTENANCE	\$10,000.00	\$5,000.00	\$5,000.00
PAVEMENT MARKINGS	\$0.00	\$0.00	\$0.00
GRADING/DRAINAGE	\$0.00	\$0.00	\$0.00
MISCELLANEOUS			
MISC - AWOS Maintenance	\$3,300.00	\$1,650.00	\$1,650.00
Total	\$13,300.00	\$6,650.00	\$6,650.00

Accepted by: City of Brenham, Texas

Signature

Title: Mayor

Date: _____

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

MISCELLANEOUS: TxDOT to contract for AWOS maintenance, Sponsor to contract for AWOS AviMet Data Link, AWOS repairs/parts replacement. Other projects to be determined and added by amendment.

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, approach aids, lighting systems, fencing, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems.

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

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M217BRENM

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.

City of Brenham, Texas
(Sponsor)

By: _____

Carolyn D. Miller

Title: Chief Financial Officer

Date: _____

State of Texas Single Audit Requirements

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

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

Signature

Administrative Assistant
Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M217BRENM

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

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

City of Brenham, Texas
(Sponsor)

By: _____
Milton Y. Tate, Jr.

Title: Mayor

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: P.O. Box 1059
Brenham, Texas 77834-1059

Overnight Mailing Address: 200 W. Vulcan Street
Brenham, Texas 77833

Telephone/Fax Number: (979) 337-7212
(979) 337-7218

Email address: khodde@ci.brenham.tx.us



AGENDA FORM

DATE OF MEETING: September 29, 2011	DATE SUBMITTED: September 22, 2011	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Kim Hodde	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
<input type="checkbox"/> WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Ground Space Lease Agreement with John Startz dba Brenham Hanger, LLC at the Brenham Municipal Airport and Authorize the Mayor to Execute any Necessary Documentation		
SUMMARY STATEMENT: John Startz purchased one of the 60x60 box hangars at the airport from Dr. Mukund Gundanna. I have attached our standard ground space lease agreement (.08 cents per square foot) for your consideration. With the standard 10 feet on each side and his front apron area, the lease space will be 11,000 square feet.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ground space lease agreement		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve the ground space lease agreement with John Startz dba Brenham Hanger, LLC at the Brenham Municipal Airport and authorize the mayor to execute any necessary documentation		
APPROVALS: Doug Baker		

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH JOHN STARTZ DBA BRENHAM HANGER, LLC

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and JOHN STARTZ DBA BRENHAM HANGER, LLC, hereinafter called "Lessee.

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing September 29, 2011, and terminating September 29, 2041. The rent for the first five years shall be eight (\$.08) cents per square foot per year for 11,000 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. On the fifth anniversary and each fifth anniversary thereafter, the rent shall adjust to the prevailing rate at that time, not to exceed an increase of two (\$.02) cents per square foot.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport

tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport

4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section C of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. Sales of alcoholic beverages at the leased premises, except with City approval.
4. Sales, advertisement or storage of non-aviation products.
5. Storage, transfer, or sale of fuel.
6. Any sublease which allows further sublease by Lessee's tenant
7. Any use prohibited by law.

G. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the lease area.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment and improvements; and shall repaint the buildings as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for groundskeeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that “as a covenant running with the land” (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of , or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive nuisances, if any, which may occur as a result of Lessee’s operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport, and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.
6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

EXECUTED this the ____ day of September, 2011.

LESSOR

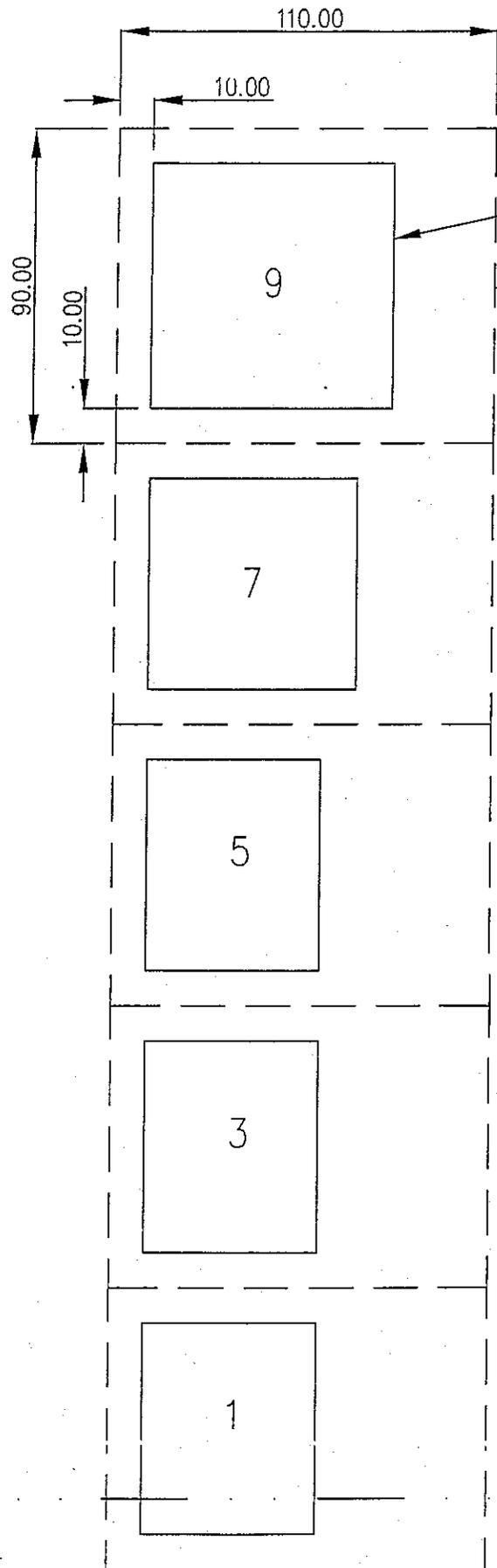
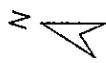
Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

LESSEE

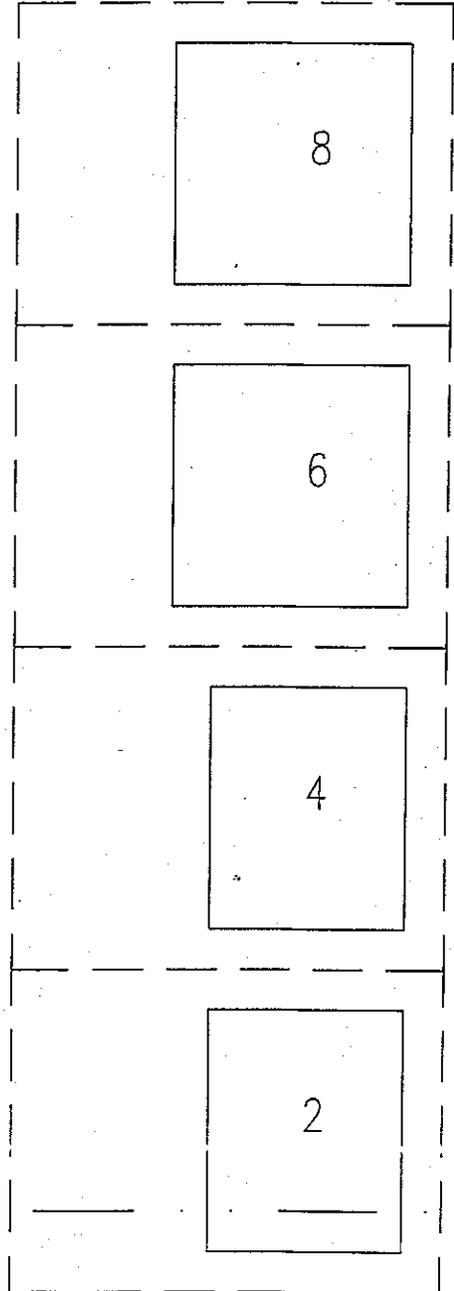
Brenham Hanger, LLC
John Startz
6114 Kirby Drive
Houston, Texas



BUILDING

LEASE AREA

TAXILANE





AGENDA FORM

DATE OF MEETING: September 29, 2011	DATE SUBMITTED: September 15, 2011	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Allen Jacobs	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-11-013 Authorizing the Acceptance of Woodbridge Subdivision, Section II		
SUMMARY STATEMENT: BCS Development Company (Stylecraft Builders, Inc.) has completed construction of the Woodbridge Subdivision – Section II. This subdivision consists of forty-two new single family residential lots (R-1: Residential District). The construction is complete and the required Engineering Reports have been submitted to the City of Brenham Public Works Department and Public Utility Department.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Approval of this subdivision will create additional residential lots for construction.		
B. CONS: None		
ALTERNATIVES (In Suggested Order of Staff Preference): None		
ATTACHMENTS: (1) Resolution No. R-11-013		
FUNDING SOURCE (Where Applicable): Not applicable		
RECOMMENDED ACTION: Approve Resolution No. R-11-013 authorizing the acceptance of Woodbridge Subdivision, Section II.		
APPROVALS: Doug Baker		

RESOLUTION NO. R-11-013

A RESOLUTION PROVIDING FOR THE ACCEPTANCE OF WOODBRIDGE SUBDIVISION, SECTION II

WHEREAS, Woodbridge Subdivision – Section II is a forty-two (42) lot subdivision with common areas developed by BCS Development Company, Randy French, President; and

WHEREAS, water, sewer, street and storm drainage improvements were constructed by the developer; and

WHEREAS, said water, sewer, street and storm drainage improvements have been offered for dedication to public use forever; and

WHEREAS, all common areas will be owned and maintained by the Home Owner’s Association; and

WHEREAS, the water, sewer, street and storm drainage improvements have been inspected by the City and found to be constructed in accordance with the City’s Standards and Specifications; and

WHEREAS, the City of Brenham desires to formally accept the water, sewer, street and storm drainage improvements in the Woodbridge Subdivision – Section II;

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

The City of Brenham hereby accepts the water, sewer, street and storm drainage improvements in the Woodbridge Subdivision – Section II in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation.

ADOPTED this 29th day of September, 2011

Milton Y. Tate, Jr.
Mayor

ATTEST

Jeana Bellinger, TRMC
City Secretary



AGENDA FORM

DATE OF MEETING: September 29, 2011	DATE SUBMITTED: September 23, 2011	
DEPT. OF ORIGIN: Library	SUBMITTED BY: Charles Suessmuth	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Approval of a Memo of Understanding with the Metropolitan Austin Interactive Network (MAIN) Regarding the Grant of Public Access Computers for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute any Necessary Documentation		
SUMMARY STATEMENT: Purpose is to make more computers available to public with the Broadband Technology Opportunities Program		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo of Understanding; and (2) Addendum A		
FUNDING SOURCE (Where Applicable): U.S. Dept. of Commerce		
RECOMMENDED ACTION: Approve a memo of understanding with the Metropolitan Austin Interactive Network (MAIN) regarding the grant of public access computers for the Nancy Carol Roberts Memorial Library and authorize the mayor to execute any necessary documentation		
APPROVALS: Kyle Dannhaus		



MEMORANDUM OF UNDERSTANDING

Introduction

The purpose of this agreement (agreement) is to support and promote understanding between the **Metropolitan Austin Interactive Network (MAIN)**, a 501(c)(3) nonprofit organization (*Technology Partner*) and its Public Computer Center site partners as participants in the **Texas Connects Coalition (TxC2)** project with the support of Broadband Technology Opportunities Program (BTOP) funding through the US Department of Commerce and the American Recovery and Reinvestment Act (ARRA).

Operating Agreement

This agreement, signed and confirmed on _____ by and between Nancy Carol Roberts Memorial Library (Site Partner) and **MAIN** (Technology Partner), is effective to the project end date, December 31, 2012, and the BTOP program end date August 31, 2013.

By signing this agreement, the named organizations commit to participate in the Texas Connects Coalition project as a part of the ARRA BTOP grant #48-42-B10557 awarded to Technology For All (Grantee) as the grantee and fiscal agent for TxC2 and agree to:

- align all activities funded with BTOP funds with the purpose of the grant (Attachment A)
- meet deadlines associated with the BTOP grant
- work diligently to provide a welcoming, well-equipped, well-administered community resource
- communicate with each other regularly to resolve issues as they arise and provide prompt responses to each party's requests

Nancy Carol Roberts Memorial Library
Public Computer Center Site Partner

City of Brenham
Responsible Organization

Site Representative: Charles Suessmuth	Authorized Representative:
Address: 100 Martin Luther King Parkway	Address:
City: Brenham State: Texas	City: State:
Zip: 77833-3107	Zip:
Phone: 979-337-7201 Fax:	Phone: Fax:
Email: csuessmuth@ci.brenham.tx.us	Email:

Metropolitan Austin Interactive Network (MAIN)
TXC2 Technology Partner

Authorized Representative: Gene Crick
Designated Contact: Gene Crick
Address: PO Box 328
City: Bastrop State: TX Zip: 78602
Phone: 512-549-3011
Email: gcrick@main.org

Points of Agreement

Equipment. All computers and other equipment made available by MAIN under this BTOP grant Agreement are the property of the federal government and will remain at the specified location being used for specified purposes for the term of the Agreement. This equipment is intended solely for public access, and is to be made freely available to the public on a regular and timely basis. Under no circumstances may BTOP equipment be used for ineligible purposes.

In the event of an early termination, the PCs and any related equipment will be returned to MAIN. All equipment provided by the Responsible Organization will remain property of the Responsible Organization.

Reporting. An authorized representative of the Responsible Organization will provide the technology partner with monthly reports on grant-supported activities at the center. The reports, required by federal grant rules, are due by the fifth business day of each month and will provide information including statistic on computer usage, for the month just completed. The technology partner will provide guidance to help the site partner prepare and submit the reports.

Public Relations. The TXC2 Technology Partner, the Grantee and the Responsible Organization agree to recognize each party's contributions in any media coverage and outreach activities of the site partner's public computer center. All signage, as a requirement of the Broadband Technology Opportunities Program and TXC2, must display appropriate logos.

Termination. If at any time either party wishes to terminate this agreement, 30 days notice will be given in writing to the other party. Termination can be unilateral and without justification; the requirement is that notice be provided. Notice will be addressed to the signatory of this agreement. In the case of termination, all equipment will be returned to TXC2. In the event that an early termination process is begun by MAIN, the Site Partner can request a showing of good cause for early termination.

At the expiration of this Agreement term, it is the intent of MAIN that ownership of the PCs and other equipment will be transferred to the Responsible Organization, pursuant to federal regulations, guidelines and approval. MAIN will work with the Site Partner and Responsible Organization to effect this transfer of ownership.

Limits of Liability. In connection with this Memorandum of Understanding, neither the Technology Partner, the Grantee, or the Responsible Organization, nor their affiliates, officers, directors, employees, contractors, suppliers, attorney or volunteers will be liable for any direct or indirect damages, including without limitation, lost revenue, lost savings, or any incidental, special, or other economic consequential damages, even if the other Party or parties are informed of the possibility of such damages.

No Authority to Bind TXC2 Technology Partner. The Responsible Organization has no authority to enter into contracts or agreements on TXC2 Grantee or Technology Partner's behalf.

Modification. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing, signed by both TXC2 Technology Partner and Responsible Organization.

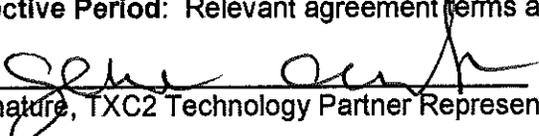
Assignment. This Agreement may not be assigned, transferred, or conveyed by the Responsible Organization, by operation of law, through a transfer of assets in the Responsible Organization or otherwise, without the TXC2 Technology Partner's prior written consent, which consent may be withheld by the TXC2 Technology Partner in the TXC2 Technology Partner's sole discretion, for any reason or for no reason.

Effective Use. Descriptions in this agreement of resources to be provided using BTOP funding, including dates of service, number and types of computers, and human resources, are initial best estimates, subject to change according to site needs, available funding, program revisions, and documented usage. Resources will be allocated, and may be re-allocated, for maximum user benefits and best use of BTOP investments.

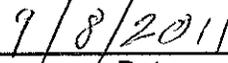
Scope of Work. Specific provisions and expected outcomes of the agreement between Technology Partner and Public Computer Center/Responsible Organization are listed in the attached "MOU Site Specific Scope of Work" document (Addendum A). This document will include information on the agreed upon amount of equipment to be delivered to the Public Computer Center as well as baseline requirements for the average number of users per week at the Center, and other relevant metrics.

Authorized Signatures. By signing and executing this Agreement we acknowledge our authority to bind the parties hereto and any claims to the contrary are waived. In addition, we agree to abide by this agreement and, in the event of disagreement, discuss the matter with each other with the common goal of resolving our differences.

Effective Period: Relevant agreement terms are effective September 1, 2010 – August 31, 2013



Signature, TXC2 Technology Partner Representative



Date

Printed Name

Title

Because the BTOP grant is federal funding, we acknowledge that our organization cannot use certain other federally funded equipment, space or services as match. If our organization has any federally funded programs, we will list them below or as an attachment to this document.

My signature below acknowledges that to the best of our knowledge the Responsible Organization does not have any conflicting agreement with any other organization, government agency or funder. If our organization explores BTOP funding or other federal funding on its own or with another partner during the term of this agreement, we will notify the Technology Partner and the Grantee of the Texas Connects Coalition immediately.

Signature, Responsible Organization Representative

Date

Printed Name

Title

ATTACHMENT A



BROADBANDUSA

CONNECTING AMERICA'S COMMUNITIES

T E X A S
CONNECTS
COALITION
www.txc2.org



The Texas Connects Coalition, a partnership created by Technology For All (TFA) in collaboration with Austin Free-Net and the Metropolitan Austin Interactive Network, was recently awarded a \$9.6 million grant from the U. S. Department of Commerce Broadband Technology Opportunities Program (BTOP).

Through the BTOP grant, TXC2 will enhance 70 public computer centers across Texas and provide computer access, technical support, digital literacy, workforce development, and other services to low-income and vulnerable populations. The centers are located across southwest Texas, Houston, Austin, San Antonio, Duval

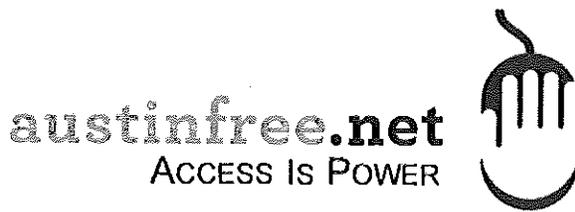
County, and several small rural communities in the Texas Brazos Valley.

Centers will be located in both urban and rural areas of Texas at libraries, workforce development centers, public housing facilities, and other community locations. TXC2 will use this project to lay the groundwork for a future statewide broadband access program.

The Texas Connects Coalition will work to:

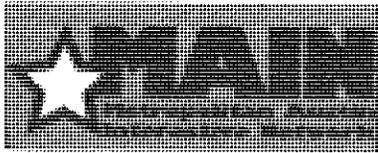
- Deploy approximately 500 new workstations and upgrade 780 more computers in approximately 70 computer centers within the state of Texas.
- Increase public access to computer centers by up to 530 hours per week and accommodate an estimated 17,000 additional weekly users.
- Train as many as 6,000 Texans with up to 73,000 hours of teacher-led training annually over the 27-month life of the grant.

Texas Connects Coalition Partner Organizations



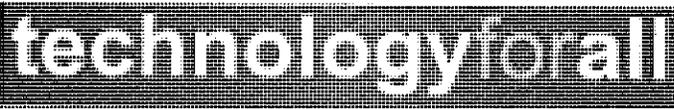
Austin Free-Net (AFN) is a 501(c)(3) nonprofit organization focused on providing technology training and access for the community, fostering skills that enable people to succeed in the digital age. AFN computer labs are open to all; our focus is on underserved communities. The knowledge we offer helps people obtain jobs, improve their lives and participate as active citizens.

AFN's office is located at 2209 Rosewood Avenue, Austin Texas 78702; phone: 512.236.8225. For more see www.austinfree.net .



*The **Metropolitan Austin Interactive Network (MAIN)** and its partner organization the **TeleCommunity Resource Center (TCRC)** are 501(c)(3) nonprofit organizations created to advocate and help develop benefits of Internet technology for all communities, especially those in rural and underserved areas. MAIN and TCRC also work to assist 'virtual communities' of people with shared interests.*

MAIN and TCRC share offices in rural Texas at 1091 Highway 71 West, Bastrop, TX 78602. Mailing address: PO Box 328, Bastrop, TX 78602; phone: 512.549.3011. Visit www.main.org and www.tcrc.net for more information.



***Technology For All (TFA)** is a 501(c)(3) nonprofit organization focused on empowering low-income and under-resourced communities through the tools of technology. In the Houston area, Technology For All has helped create and develop over 180 community technology centers (CTCs) in collaboration with community-based organizations across the region. Since 1997, TFA has also provided supportive services with public computer center sites and community technology organizations in 56 U.S. cities.*

TFA's offices are located in Houston's East End at 2220 Broadway, Houston, Texas 77012; phone: 713-454-6400. For more see www.techforall.org .



MOU Site Specific Scope of Work ADDENDUM A

The MOU Site Specific Scope of Work is an Addendum to the MOU Operating Agreement between **Metropolitan Austin Interactive Network MAIN (Technology Partner)** and **Nancy Carol Roberts Memorial Library/City of Brenham (Site Partner/Responsible Organization)**. The MOU Scope of Work outlines details and responsibilities of both organizations and sets forth project metrics for the Texas Connects Coalition (TXC2) project as a part of the ARRA BTOP grant #48-42-B10557.

By signing this agreement, both organizations agree to strive for excellence in their work together and work diligently to achieve TXC2 project objectives and metrics.

MAIN and TXC2 will:

- Provide equipment, software, and services as detailed below to the Responsible Organization for the Public Computer Center (**see ATTACHMENT A, Equipment, Software, Personnel**).
- Provide technology partner/TXC2 Program support as needed or as funding permits by the grant services period, which ends approximately December 31, 2012.
- Provide a Computer Lab Manual including a copy of this agreement, technology partner contacts, troubleshooting tips, training materials/software (if needed) and helpful forms.
- Provide information and training support for Site Partner staff and volunteers in basic operation and troubleshooting of the equipment, software, and internet connection.
- Serve as project manager and fiscal agent for the project.
- Submit required federal project reports.
- List Responsible Organization as a partner on the technology partner web site.
- Actively work toward sustainability planning and resources for the computer lab and community technology projects at this site.

 *Initials of Technology Partner*

_____ *Initials of Public Computer Center/Responsible Organization*

Responsible Organization/Public Computer Center site location will:

- **Work with Technology Partner to set goals for the project in the categories specified in ATTACHMENT B, Project Baseline Metrics.**
- Collect and report monthly data with support from technology partner. **This is the most important responsibility for the PCC Site Partner in this agreement.** Failure to provide this required report can result in the withdrawal of federally funded resources.

A form will be available for the designated contact at the Site Partner/Responsible Organization to complete monthly reports, including the following required information:

- Open access/public computer center lab schedules
- Total number of users each week at the public computer center site (sign-in sheets may be required if metrics not available from usage tracking software)
- Name and number of classes using the public computer center site, if any
- Class participants – including demographics, progress and topics presented
- Volunteer hours, if any (documented on volunteer schedule/sign-in sheets)
- Success stories (when available)

This data is required for reports to funders who support the technology partners' services to the community. The information also enables the technology partner to include your site in joint efforts for additional sustainability development.

Reports will be submitted monthly in a format provided by TXC2. **Information for each completed month must be provided to the technology partner by the 5th day of the following month.**

- Provide and document other in-kind and/or cash contributions to the project, such as Site Partner space and staff time (included in ATTACHMENT B, Project Baseline Metrics).
- Participate in surveys and other evaluation activities as required by the project.
- Ensure that Site staff, volunteers and computer users in the lab receive an overview of the basic lab usage rules:
 - The Site Partner can load additional software after installation and during this agreement. It is understood if the installed image stops working or if loaded software impairs the ability to gather automated metrics reporting information, MAIN/TXC2 will work with the Site Partner as necessary to return the image back to the last upgrade that did work.
 - No copies of any copyrighted software should be made unless authorized by technology partner for backup or other valid purpose.
 - Effective measures will be taken to protect the TXC2 equipment from theft, loss and/or damage.
 - Care will be taken (e.g. no food or drink at the computers) in public computer use

 *Initials of Technology Partner*

_____ *Initials of Public Computer Center/Responsible Organization*

- Provide outreach activities to constituents about the availability of equipment for public use, to include such activities as notices in newsletters, posters and signage, and other information activities.
- Ensure adequate electrical service and surge protection is installed so that components run in a safe manner.
- Participate in partner meetings every other month, or as deemed necessary for the efficient operation of the project.
- Site Partner will use available space and computers at its existing location for training programs. Site Partner may also use space and computers at other locations as needed to conduct training.
- Provide open access to the computers without charge.
- Provide access only under terms of the site partner's Acceptable Use Policies.
- Maintain a Site that is welcoming, respectful, accessible, clean, and open at convenient times for users.
- Provide an on-site staff person, volunteer, or responsible individual during lab open hours.
- Provide access to technology partner staff and/or volunteers as needed for project development and technical assistance.
- Display technology partner, TXC2 and BroadbandUSA signage near the computers.
- Actively and enthusiastically work toward sustainability of the computer lab and community technology projects at this Site.

Special Conditions:

It is specifically understood the Site Partner can add software to the computers provided in this agreement, both after installation and during the time of this contract, as detailed on page two of this addendum. It is also understood that the Site Partner will not be required to conduct training at the Nancy Carol Roberts Memorial Library. This agreement is also detailed on Page 7 of the Addendum B of this document, which shows no required training hours for the library site. Under the terms of this agreement, training will be provided at the A. W. Hodde Jr. Technical Education Center of Blinn College

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sc Initials of Technology Partner

MOU Site Specific Scope of Work

ATTACHMENT A

Equipment, Software, and Personnel to be provided by Technology Partner

Computers:

Equipment (minimum specifications or equivalents)	Qty estimate
Desktop Workstations minimum (CPU 3.0 GHz - RAM 3 GB - HDD 160 GB - DVD±RW - HD Graphics - Gigabit Ethernet - 17" Monitor)	14
Portable computers or web access devices	0
Monochrome laser printer (wired network capable, business class)	0
Surge Protection	4
Head sets	0
Router (Wireless, Hardwired as needed)	0
Projector (LED for classroom use)	0

Accessibility Equipment (as appropriate)	Qty estimate
Desktop Workstations minimum (Core i3 540 / 3.06 GHz - RAM 3 GB - HDD 160 GB - DVD±RW - HD Graphics - Gigabit Ethernet - Widescreen Monitor)	0
Surge Protection	0
Head sets	0
Keyboard	0
Mouse	0
Optical enhancers	0
Adjustable height desk (with adjustable keyboard tray)	0
Other: Trackball or trackpad as needed	0

Software:

Workstations will include at minimum:

Microsoft Windows 7	
---------------------	--

They may also include the following software or software similar to:

Microsoft Office 2010	Internet Explorer
Mozilla Firefox	MS Security Essentials Anti-Virus
QuickTime	Java
Acrobat Reader	Shockwave
Flash	Drive vaccine

Estimated equipment availability date is within 30 days from contract signing date.

 Initials of Technology Partner

_____ *Initials of Public Computer Center/Responsible Organization*

MOU Site Specific Scope of Work

**ATTACHMENT B
Project Baseline Metrics**

PCC Site Name	Nancy Carol Roberts Memorial Library
Organization	City of Brenham
(N)ew or (I)mproved	I
BTOP Grant Project End Date:	December 31, 2012

	SITE METRICS	Pre-BTOP	BTOP PCC goal
	<i>SECTION I: PCC Broadband Workstations/Connectivity</i>		
1	Number of Broadband Workstations Available (Current)	12	N/A
2	Number of Workstations to be Replaced/upgraded (Proposed)	12	12
3	Number of Broadband Workstations to be Added (Proposed) (including accessible workstations)	2	2
4	Number of Broadband Workstations Available (Proposed)	14	14
5	Workstations for people with disabilities	0	0
6	Facility Broadband Connection Speed (MBps)	3.0	3.0

	SITE METRICS	Pre-BTOP	BTOP PCC goal
SECTION II: PCC HOURS OF OPERATION & USAGE			
7	Average Hours Open to Public Per 120-hour Business Week	48	48
8	Average Hours Open to Public Per 48-hour Weekend	8	8
9	# persons served per 120-hour business week (measured in computer sessions, not user IDs)	200	200
10	# persons served (user sessions) per 48-hour weekend	40	40
11	TOTAL # persons served per week	240	240
SECTION III: TRAINING AND OUTREACH PROGRAMS			
12	Training Program - classes offered per week		
13	Number of People Trained per week (total# enrolled in scheduled training courses)		
14	Number of hours of scheduled training per week. total = # people enrolled in courses <i>times</i> # hours of each course.		
SECTION IV: MATCH ITEMS FOR SITES			
15	Personnel: Site supervision hours per week for duration of project	6	6
16	In-Kind: IT service hours per month during project (paid or volunteer)	0	0
17	Other: Broadband Connection during project (market value)	\$60	\$60
18	Other: Square Feet of site facility space for Public Computer Center	250	250

 Initials of Technology Partner

_____ Initials of Public Computer Center/Responsible Organization



AGENDA FORM

DATE OF MEETING: September 29, 2011	DATE SUBMITTED: September 26, 2011	
DEPT. OF ORIGIN: Human Resources/Risk Management	SUBMITTED BY: Janie Mehrens	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Request for Proposal No. 11-016 and Recommendation from Holmes Murphy and Associates to Enter into Group Benefit Services Agreement for Third Party Administration of Group Health Plan for the City of Brenham and Authorize the Mayor to Execute any Necessary Documentation		
SUMMARY STATEMENT: Please see attached memo.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo; and (2) Spreadsheets with Detailed Information		
FUNDING SOURCE (Where Applicable): Funds are budgeted in each department in FY12 Budget.		
RECOMMENDED ACTION: Approve Request for Proposal No. 11-016 from Texas Municipal League Intergovernmental Employee Benefits Pool as the Third Party Administrator for Group Health Benefits effective January 1, 2012.		
APPROVALS: Terry Roberts		



TO: MAYOR AND CITY COUNCIL
TERRY ROBERTS, CITY MANAGER

FROM: JANIE MEHRENS

DATE: SEPTEMBER 26, 2011

SUBJECT: GROUP BENEFIT SERVICES AGREEMENT

Following the practice of the past several years in obtaining Group Medical, Life and AD&D and Long Term Disability coverage, the City of Brenham has utilized the services of Holmes Murphy and Associates to handle the request for proposal process, to analyze the responses and to provide recommendations for purchase of the various employee group benefits.

As noted in the Preliminary Marketing Analysis, although HMA included voluntary dental coverage in the RFP, the City does not fund any coverage for this benefit so no decision needs to be made on this coverage and no spreadsheets are included. The current dental carrier, Ameritas, has offered an enhanced schedule plan (low plan) with no increase in rates and the same full coverage plan (high plan) with no rate increase.

Only two quotes were received for group term life/ADD and long term disability, neither of which was comparable to the current coverage, so no information is submitted for those benefits. This item will be brought back for Council consideration at a later date.

Normally the group medical coverage proposal would include both the third party administration agreement and the stop loss coverage agreement for approval at the same time. However, because stop loss carriers normally will not provide a firm contract more than 30 days before the inception of the contract, which will be January 1, 2012, the stop loss coverage agreement will be brought for council approval in November or early December.

At this time, only the selection of a Third Party Administrator (TPA) is being requested. The TPA will then seek quotes for stop loss coverage on behalf of the City of Brenham.

Staff recommendation is to approve proposal from TML IEBP to provide Group Benefit Services for FY12. The administration rates are the same as the current agreement with no increase for 2013 and an increase not to exceed 5% for 2014. In addition the network discounts, number of providers and physician disruption analysis is more favorable than the other two providers.

Medical -- Physician Disruption Analysis

Total Yes:
Total No:

				TML IEBP	Aetna	S&W
				24	18	15
				1	6	10
	Provider Code	Provider/Practice Name	State	In Network? (Y/N)	In Network? (Y/N)	In Network? (Y/N)
1	742931326	JOHN T DESIMIO	TEXAS	Y	N	Y
2	74128269601	ST JOSEPH REGIONAL HEALTH CENT	TEXAS	Y	Y	Y
3	449846808GA	GARY GABRIEL	TEXAS	N	N	N
4	62176236001	COLLEGE STATION MED CTR	TEXAS	Y	Y	N
5	742519752HA	ROBERT L HAYDON	TEXAS	Y	Y	Y
6	271165964LA	KENNETH LANDGRAF	TEXAS	Y	Y	Y
7	271165964MA	BOBBY MAREK	TEXAS	Y	Y	Y
8	271165964DA	DONALD DRAEHN	TEXAS	Y	Y	Y
9	271165964MB	JOHN MCINTIRE	TEXAS	Y	N	Y
10	38208423956	QUEST DIAGNOSTICS	TEXAS	Y	Y	Y
11	74251975201	SCOTT AND WHITE HOSPITAL BRENH	TEXAS	Y	Y	Y
12	731645363WA	GREGG A WORKMAN	TEXAS	Y	Y	Y
13	753184066MA	LANE R MILLER	TEXAS	Y	Y	N
14	742958277MI	ARLENE MEYER	TEXAS	Y	Y	Y
15	742693385HD	JEFFREY M HIGGINBOTHAM	TEXAS	Y	Y	Y
16	205083220PA	BHARAT POTHURI	TEXAS	Y	Y	N
17	300212223SA	JENNIFER L SHARP-SAUNDERS	TEXAS	Y	Y	N
18	731645363BA	JON F BODE	TEXAS	Y	Y	Y
19	74600040800	WASHINGTON COUNTY	TEXAS	Y		N
20	271575127WA	CHRISTY A WOODRUFF	TEXAS	Y	Y	N
21	271473162	INTREPID EMS	TEXAS	Y	N	N
22	74116690401	SCOTT & WHITE MEM HOSP	TEXAS	Y	Y	Y
23	760538516NA	CHARLES NEILSON	TEXAS	Y	N	N
24	742789723	MARCEL LECHIN	TEXAS	Y	Y	N
25	742958277AD	MARGARET APPLETON	TEXAS	Y	N	Y



AGENDA FORM

DATE OF MEETING: September 29, 2011	DATE SUBMITTED: September 23, 2011	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-11-014 Changing the City's General Election Schedule to Odd-Numbered Year Elections and Changing Councilmember Terms to Four (4) Years, Pursuant to Senate Bill 100		
SUMMARY STATEMENT: In 2009 Congress passed the Military and Overseas Voter Empowerment Act (MOVE Act) in an effort to enhance the voting process for military and overseas voters. In order to comply with the MOVE Act, the Texas Legislature, in the 82 nd Regular Session, enacted Senate Bill 100 (SB-100) which requires Federal and State election ballots to be mailed or e-mailed to military and overseas voters no later than the 45 th day before an election. Due to the change in the primary runoff election date, Washington County has advised me that they <u>will not</u> be able to provide the City with voting equipment for our even-numbered year elections; therefore, requiring the City to change to our current election schedule. During Work Session on September 1, 2011 I will present the following options to Council:		
<ol style="list-style-type: none"> 1. Look elsewhere for electronic voting equipment to use in even-numbered year elections; 2. Move elections to November; 3. Un-stagger and change terms of office to 2 or 4 years to allow for elections in odd-numbered years only; or 4. Change terms of office to 4 years so that elections are held every two years, in odd-numbered years, on a staggered schedule 		
After much discussion, it was the overall consensus of the Council that Option 4 be selected. However, in order to get all positions on a staggered schedule: some positions would need a one year holdover and one or two positions would need to be elected to a short two year term. After working through all the various scenarios on how to get all positions to a 4 year staggered schedule, Council chose the following:		

<i>Position</i>	<i>Current Term</i>	<i>Transition Plan</i>	<i>1st Cycle</i>	<i>2nd Cycle</i>
Mayor	2011-14	1 year holdover	May, 2015-19	May, 2019-23
Ward 1	2009-12	1 year holdover	May, 2013-17	May, 2017-21
Ward 2	2009-12	1 year holdover; 2 year short term	May, 2013-15	May, 2015-19
Ward 3	2010-13		May, 2013-17	May, 2017-21
Ward 4	2011-14	1 year holdover	May, 2015-19	May, 2019-23
At-Large, Place 5	2009-12	1 year holdover	May, 2013-17	May, 2017-21
At-Large, Place 6	2010-13		May, 2013-17	May, 2017-21

The 4-year staggered schedule will mean a 3/4 election cycle: This new election schedule will require the City to hold an election for the following positions in May, 2013 for a 4-year term:

- Ward 1
- Ward 3
- At-Large, Place 5
- At-Large, Place 6

In order to get Ward 2 on the 2015 election cycle, a Special Election, for a short 2-year term, will also be held in May, 2013.

In 2015, the next general election date the following positions will be up for re-election:

- Mayor
- Ward 4
- Ward 2 (As a result of the Special Election in 2013)

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: The City will be able to keep staggered terms of office and our May election date. The County will be able to provide the necessary equipment. They City will only have election costs every other year.

B. CONS: Will require a Special Election for one position to get all members on the same election cycle.

ALTERNATIVES (In Suggested Order of Staff Preference): Lease and/or purchase our own electronic voting equipment which will cost the City an estimated \$30,000.

ATTACHMENTS: (1) Resolution No. R-11-014; and (2) Copy of PowerPoint presentation outlining the changes associated with changing terms of office (Option 4)

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve Resolution No. R-11-014 changing the city's general election schedule to odd-numbered year elections and changing Councilmember terms to four (4) years, Pursuant to Senate Bill 100

APPROVALS: Terry Roberts

RESOLUTION NO. R -11-014

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS, MAKING THE FOLLOWING CHANGES TO THE CITY'S GENERAL ELECTION OF MUNICIPAL OFFICERS PURSUANT TO SENATE BILL 100, 82ND LEG., R. S., 2011, TO ODD-NUMBERED YEAR ELECTIONS AND CHANGING TERMS OF OFFICE TO FOUR (4) YEARS ON A STAGGERED SCHEDULE; PROVIDING FOR SEVERABILITY.

WHEREAS, the federal Help America Vote Act of 2002 (HAVA), found in 42 U.S.C. § 15481(a)(3), mandates that for elections in which a federal office is on the ballot, each polling place must be equipped with an electronic voting machine to facilitate voting by those with disabilities; and

WHEREAS, the Texas Legislature implemented HAVA in the 2003 regular session with the passage of House Bill 1549, but expanded the scope of the electronic voting machine requirement to apply to any election held in the state, with limited exceptions; and

WHEREAS, the federal Military and Overseas Voter Act of 2009 (MOVE Act), found in 42 U.S.C. § 1973ff-1, provides for an extended timetable in which absentee ballots be transmitted to uniformed and overseas citizens at least 45 days prior to an election; and

WHEREAS, the Texas Legislature implemented the MOVE Act in 2011 with the passage of Senate Bill 100, which overlaid the period between the state's primary and primary runoff election upon the most commonly-used uniform election date for the municipal general election, which is the second Saturday in May; and

WHEREAS, many counties in Texas have concluded that, in even-numbered years (the years in which the state's primary and primary runoff elections are held), they will be unable to provide to their cities, through sharing, lease, or other means, the electronic voting machines that are required by the aforementioned federal and state laws; and

WHEREAS, the City of Brenham currently holds its general election on the uniform election date on the second Saturday in May; and

WHEREAS, pursuant to Senate Bill 100 and other statutory and state constitutional provisions, the City of Brenham is, through the adoption of this Resolution and any other necessary means, making best efforts to modify its election procedures to be in compliance with Senate Bill 100 and other federal and state laws; and

WHEREAS, the City currently utilizes voting equipment provided by Washington County to hold elections and the County will no longer be able to provide that equipment to the City for even-numbered year elections; and

WHEREAS, the City Council of the City of Brenham believes it is in the best interests of the City and its citizens, and the pursuit of good government enact this Resolution because City Councilmember terms of office will continue to be staggered; the traditional May election date, in odd-numbered years, will be maintained; Washington County will be available to run elections and provide the necessary equipment; and the City will only incur the costs of an election every other year;

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

Section 1: The City of Brenham, being a Home Rule municipality, and in accordance with Senate Bill 100, hereby changes the length of terms of office for City Councilmembers from three (3) years to four (4) years, and said Councilmember positions shall be elected on a staggered election cycle. The staggered election cycle shall be structured such that four (4) Councilmember positions will be up for election to four (4) year terms of office in May of 2013, and that three (3) Councilmember positions (including the Mayor) will be up for election to four (4) year terms of office in May of 2015.

Section 2: The transition will require a one (1) year holdover, until May of 2013, for the following City Councilmember positions: Ward 1, Ward 2 and At-Large Place 5. The terms of office of the City Councilmember positions of Ward 1, Ward 2, and At-Large Place 5 are hereby extended for an additional one (1) year period, from May of 2012 to May of 2013, such that the current terms of office of the aforementioned Councilmember positions expire in May of 2013. Beginning with the election in May of 2013, and in subsequent elections, Ward 1 and At-Large Place 5 shall be elected to four (4) year terms of office. In order to transition all City Council positions to staggered, four (4) year terms of office, the City Council hereby designates Ward 2 as the position to be filled by special election for a one-time, transitional two (2) year term of office to be held in May of 2013.

Section 3: The transition will require a one (1) year holdover, until May of 2015, for the following City Councilmember positions: Mayor and Ward 4. The terms of office of the City Councilmember positions of the Mayor and Ward 4 are hereby extended for an additional one (1) year period, such that the current terms of office of the aforementioned Councilmember positions expire in May of 2015. Beginning with the election in May of 2015, and in subsequent elections, the Mayor, Ward 2 and Ward 4 shall be elected to four (4) year terms of office.

Section 4: The current terms of office of City Councilmember positions for Ward 3 and At-Large Place 6 expire in May of 2013. Beginning with the election in May of 2013, and in subsequent elections, Ward 3 and At-Large Place 6 shall be elected to four (4) year terms of office.

Section 5: Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair, or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this resolution are declared to be severable.

PASSED AND APPROVED this _____ day of _____, 20_____.

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

APPROVED AS TO FORM:

Cary Bovey
City Attorney

Option 4



**CHANGING TERMS OF
OFFICE TO 4 YEARS
AND MAINTAIN
STAGGERING**

Change Terms of Office to 4 Years & Maintain Staggering



- A home rule city can adopt a Resolution changing the length of the terms of its City Council to 4 years
- Transition must begin with the first regular election that occurs after January 1, 2013

Change Terms of Office to 4 Years & Maintain Staggering



- Only 4 year terms allow for staggering
- Mayor and Council members in office on January 1, 2013 must be allowed to serve the remainder of their term (plus applicable hold-over period)
- Transition will require a Special Election
- Council will determine method to designate positions subject to the Special Election
- After transition, staggering will be split over two election cycles

Pros & Cons of Changing Terms



PROS

- Keep staggered terms of office
- Keep May election date, in odd-numbered years
- County available to run election and provide the necessary equipment
- Would only have election costs every other year

CONS

- Requires Special Election to transition to new election cycle

Changing Terms to 4 Years



Position	Current Term	Transition Plan	1st Cycle	2nd Cycle
Ward 1 (Herring)	2009-12	1 year holdover	May 2013-17	May 2017-21
Ward 3 (Ebel)	2010-13		May 2013-17	May 2017-21
At-Large; Place 5 (Pyle)	2009-12	1 year holdover	May 2013-17	May 2017-21
At-Large; Place 6 (Nix)	2010-13		May 2013-17	May 2017-21

Position	Current Term	Transition Plan
Ward 2 (Williams)	2009-12	1 year holdover; will run for Special Election in May, 2013 for a short 2 year term

Changing Terms to 4 Years



Position	Current Term	Transition Plan	1 st Cycle	2 nd Cycle
Mayor (Tate)	2011-14	1 year holdover	May 2015-19	May 2019-23
Ward 4 (Goss)	2011-14	1 year holdover	May 2015-19	May 2019-23
Ward 2 (Williams)	2009-12	Special Election in May 2013 for a short 2 year term May 2013-15	May 2015-19	May 2019-23

- Ward 2 Councilman to run for a short 2-year term (Special Election) in 2013 in order to get on same election cycle (2015-19) as the Mayor and Ward 4 Councilmember



AGENDA FORM

DATE OF MEETING: September 29, 2011	DATE SUBMITTED: September 23, 2011	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-11-015 Extending the Current Moratorium on the Processing, Approval, and Issuance of Sexually Oriented Business Licenses/Permits and Related Applications		
SUMMARY STATEMENT: During the process of making a few changes to the newly passed sexually oriented businesses ordinance (O-11-009, passed on 7/25/2011), it was the advice of the City Attorney to also amend the zoning ordinance to coincide with the regulations as outlined in the new ordinance. Due to the various publication and public hearing requirements for zoning changes, staff decided to extend the moratorium an additional thirty (30) days so that the zoning changes and the revisions to the July ordinance could go into effect at the same time. Both of these items will be on the October 20 th council agenda.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Copy of Resolution No. R-11-015 extending the moratorium an additional thirty (30) days		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve Resolution No. R-11-015 extending the current moratorium on the processing, approval, and issuance of Sexually Oriented Business Licenses/Permits and related applications		
APPROVALS: Terry Roberts		

RESOLUTION NO. R-11-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, PROVIDING FOR THE EXTENSION OF THE CURRENT 90-DAY MORATORIUM ON THE PROCESSING AND APPROVAL OF ALL SEXUALLY ORIENTED BUSINESS APPLICATIONS

WHEREAS, the City of Brenham is a home-rule municipality; and

WHEREAS, a Texas home-rule municipality may adopt Resolutions that are for good government, peace, or order of the municipality; and

WHEREAS, a Texas home-rule municipality may adopt Resolutions to protect the health, safety, and welfare of its citizens and the community; and

WHEREAS, the City of Brenham, Texas, is in the process of revising its Code of Ordinances, and is considering revisions to Chapter 16, Sexually Oriented Commercial Activities, of the Code of Ordinances as part of its Code revision process; and

WHEREAS, on July 25, 2011 the City Council adopted a 90-day moratorium on the processing and approval of all sexually oriented business license/permit applications while the City Council considers changes to the City's sexually oriented business regulations; and

WHEREAS, the aforesaid 90-day moratorium is scheduled to expire on October 23, 2011; and

WHEREAS, the City Council desires to gather additional information, consider alternatives, and further evaluate proposed revisions to Chapter 16, Sexually Oriented Commercial Activities, of the Code of Ordinances of the City of Brenham; and

WHEREAS, the City Council desires to extend the 90-day moratorium adopted by Resolution No. R-11-008 for an additional thirty (30) days while the City Council considers changes to the City's sexually oriented business regulations; and

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

I.

The moratorium enacted by and described in Resolution No. R-11-008 imposing a ninety (90) day moratorium on the processing, consideration, approval, and/or issuance of sexually oriented business license/permit applications pursuant to Chapter 16, Sexually Oriented Commercial Activities, Code of Ordinances of the City of Brenham, Texas is hereby extended for an additional thirty (30) day period. Therefore, the processing, consideration, approval, and/or issuance of sexually oriented business licenses/permits pursuant to Chapter 16, Sexually Oriented Commercial Activities, Code of Ordinances of the City of Brenham, Texas is hereby suspended for an additional period of thirty (30) days beyond the initial 90-day moratorium period, that is, until 12:01 am, November 22, 2011. Accordingly, every officer, employee, or agent of the City is hereby prohibited from processing, considering, approving, and/or issuing sexually oriented business licenses/permits during the moratorium. Unless extended or repealed by the passage of an additional Resolution, this Resolution shall cease to be effective after the expiration of the period provided for herein.

II.

The provisions of this Resolution shall not prohibit the City of Brenham, Texas from enacting additional Resolutions extending the moratorium beyond the initial ninety (90) day period or beyond any moratorium extensions enacted by the City Council of the City of Brenham.

III.

The Mayor and other appropriate city officials, city staff, and agents are directed to perform all appropriate analyses, call or conduct all necessary meetings and hearings, evaluate alternatives, and prepare recommendations for the City Council regarding possible amendments to the aforementioned Chapter 16, Sexually Oriented Commercial Activities, Code of Ordinances, prior to the expiration of the moratorium, as extended.

IV.

Appeals for relief of a hardship caused by this moratorium may be made in writing to the City Secretary and shall be considered by the City Council.

V.

- A. All Resolutions, parts of Resolutions, or resolutions in conflict herewith are expressly repealed.
- B. The invalidity of any section or provision of this Resolution shall not invalidate other sections or provisions thereof.

VI.

This Resolution shall take effect immediately from and after its passage.

RESOLVED on this _____ day of _____, 20_____.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary