



**NOTICE OF A REGULAR MEETING  
THE BRENHAM CITY COUNCIL  
THURSDAY JULY 5, 2012 AT 1:00 P.M.  
SECOND FLOOR CITY HALL  
COUNCIL CHAMBERS  
200 W. VULCAN  
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Attorney Cary Bovey**
- 3. 3-a. Service Recognitions**

William (Charlie) Bentke – Parks Department	26 years (RETIREMENT)
Thomas Gooden – Street Department	10 years
- 3-b. New Employees**

Wende Ragonis – Purchasing
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- 4. Citizens Comments**

**CONSENT AGENDA**

**5. Statutory Consent Agenda**

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

- 5-a. Second Reading of Ordinance O-12-015 for the Creation of Reinvestment Zone Number 34 Requested by Longwood Industries, Inc. for Commercial-Industrial Tax Phase-In Incentive on a Certain Tract of Land Containing 27.325 Acres, More or Less, Being Located at 1901 Longwood Drive, Brenham, Texas, with Boundaries Further Described in Exhibit “A” of Said Ordinance, and Designating This Property as Qualifying for Tax Phase-In**

**Page 1-11**

## REGULAR AGENDA

6. **Discuss and Possibly Act Upon Resolution R-12-012 Authorizing the Execution of a Tax Phase-In Agreement Between the City of Brenham and Longwood Industries, Inc.** **Page 12-37**
7. **Discuss and Possibly Act Upon an Audit Engagement Letter from Seidel, Schroeder & Company to Perform an Audit for the Fiscal Year Ending September 30, 2012 and Authorize the Mayor to Execute any Necessary Documentation** **Page 38-48**
8. **Discuss and Possibly Act Upon a Recommendation from the Library Advisory Board Regarding the Selection of an Architect to Design the New Library and Authorize the Mayor to Sign Any Necessary Documentation** **Page 49-56**
9. **Discuss and Possibly Act Upon a Request for a Noise Variance from the Washington County Tea Party to be Held at the Washington County Courthouse Gazebo from 7:00 A.M. to 1:00 P.M. on October 20, 2012** **Page 57-59**
10. **Discuss and Possibly Act Upon the Appointment of a New Member to the City of Brenham Board of Adjustment** **Page 60-62**
11. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 25, Traffic, of the Code of Ordinances of the City of Brenham, to Amend Article III, Stopping, Standing and Parking Inside the City Limits** **Page 63-69**

**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.

## 12. 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 July 5, 2012 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on July 2, 2012 at 12:30 PM.

*Jeana Bellinger, TRMC  
City Secretary*

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 at \_\_\_\_\_ AM PM.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **ORDINANCE O-12-015**

**AN ORDINANCE DESIGNATING ALL THAT CERTAIN 27.325 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS OUT OF THE PHILIP H. COE SURVEY, A-31 AND BEING A PORTION OF A CALLED 27.489 ACRE TRACT OF LAND DESCRIBED AS PARCEL 1 IN A DEED FROM THE MEAD CORPORATION TO GATES RUBBER COMPANY DATED DECEMBER 30, 1983, AS RECORDED IN VOLUME 461, PAGE 342, DEED RECORDS OF WASHINGTON COUNTY, TEXAS AND ALL OR A PORTION OF A CALLED 0.2168 ACRE TRACT OF LAND DESCRIBED AS LOT ONE (1) OF RESERVE "B" IN A DEED FROM THE BRENHAM INDUSTRIAL FOUNDATION, INC. TO GATES RUBBER COMPANY DATED NOVEMBER 29, 1990, AS RECORDED IN VOLUME 637, PAGE 537, DEED RECORDS OF WASHINGTON COUNTY, TEXAS, AS REINVESTMENT ZONE NUMBER THIRTY-FOUR 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 21<sup>st</sup> day of June, 2012, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Thirty-Four. The notice of such hearing was published on June 14, 2012, 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-Four 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 No. R-11-025 on the 15<sup>th</sup> day of December, 2011, 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-Four 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 preamble 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-Four, designated as all that certain 27.325 acre tract or parcel of land situated in the City of Brenham, Washington County, Texas out of the Philip H. Coe Survey, A-31 and being a portion of a called 27.489 acre tract of land described as Parcel 1 in a deed from The Mead Corporation to Gates Rubber Company dated December 30, 1983, as recorded in Volume 461, Page 342, Deed Records of Washington County, Texas and all or a portion of a called 0.2168 acre tract of land described as Lot One (1) of Reserve "B" in a deed from the Brenham Industrial Foundation, Inc. to Gates Rubber Company by deed dated November 29, 1990 and recorded in Volume 637, Page 537, Deed Records of Washington County, Texas, said property being located at 1901 Longwood 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-Four for Commercial Tax Phase-In, City of Brenham, Texas.

**Section 4.** That the designation of Reinvestment Zone Number Thirty-Four 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 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-Four 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.

**PASSED AND APPROVED** on its first reading this the 21<sup>st</sup> day of June, 2012.

**PASSED AND APPROVED** on its second reading this the 5<sup>th</sup> day of July, 2012.

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Milton Y. Tate, Jr.  
Mayor

**ATTEST:**

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Jeana Bellinger, TRMC  
City Secretary

Exhibit A - Property Deed 1

VOL 481 PAGE 342

SPECIAL WARRANTY DEED: THE MEAD CORPORATION TO THE GATES RUBBER COMPANY

THE STATE OF OHIO ) KNOW ALL MEN BY THESE PRESENTS: 6422
COUNTY OF MONTGOMERY )

That The Mead Corporation, an Ohio corporation qualified to do business in Texas, whose address is Courthouse Plaza, N.E., Dayton, Ohio 45463, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash and other good and valuable considerations, cash to it in hand paid by THE GATES RUBBER COMPANY, hereinafter called Grantee, receipt of which is hereby acknowledged;

HAVE GRANTED, SOLD AND CONVEYED, and do by these presents DO GRANT, SELL AND CONVEY unto the said Grantee the property described in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

This conveyance is executed by Grantor and accepted by Grantee as being subject to the following:

- A. all real estate taxes and all installments of assessments for public improvements not due and payable as of the date of this deed, any taxes or special assessments which are not shown as existing liens by the public records and any additions to any such taxes and assessments which were due and payable prior to the date hereof;
B. all restrictions, reservations, covenants, and conditions of record;
C. all existing public and private roads and streets (whether dedicated or undedicated), and all railroad lines and rights of way affecting the Property;
D. all easements and rights of way of record affecting the Property;
E. encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property;
F. all existing electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines, pipelines and service lines of any nature now located on, over, or under the Property;
G. all building codes and zoning ordinances and other laws, ordinances, regulations, or orders of any federal, state, county, municipal, or other governmental authority affecting the Property; and,
H. Subject to a mineral reservation set out in the modification agreements between Fred Rodeck, et ux and the Brenham Industrial Foundation, recorded in Vol. 392 Pg. 865, Washington County Deed Records and between Carl Galipp, et ux and the Brenham Industrial Foundation recorded in Vol. 392 Pg. 869, Washington County Deed Records.



# Exhibit A - Property Deed 1

VOL 461 PAGE 344

## EXHIBIT A

All the following described real property in Washington County, Texas, to-wit:

### PARCEL 1

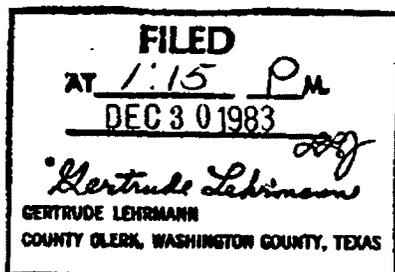
All that tract or parcel of land situate in Washington County, Texas out of the Philip H. Coe Survey A-31 and being a portion of the 55.990 acre tract of land conveyed from Rodeck, et ux, to the Brenham Industrial Foundation by deed and also being a portion of the 16.386 acre tract of land called Tract 1 in a deed from Carl Galipp, et al, to the Brenham Industrial Foundation as recorded in Volume 364, Page 217 and Volume 371, Page 355, respectively, of the Washington County Deed Records, more particularly described as follows:

Commencing at an iron pin marking the intersection of the North line of a County Road with the East line of the aforementioned 55.990 acre tract of land, same also being the Southwest corner of a tract of land owned by Hi-Line Industries; thence S  $74^{\circ} 27' W$ , 185.50 ft. to an iron pin set for Southeast corner and Place of Beginning of the tract of land herein described; thence S  $74^{\circ} 27' W$ , 641.60 ft. to an iron pin marking the beginning of a curve to the left; thence in a Southwesterly direction in a curve to the Left, with radius of 830.00 ft., for a distance of 361.61 ft. (Chord bearing S  $61^{\circ} 58' 08'' W$ , 358.76 ft.) to an iron pin set for Southwest corner; thence N  $13^{\circ} 26' 58'' W$ , 851.37 ft. to an old iron pin and fence corner lying the North line of the original 55.990 acre tract, same also being the Southwest corner of the 16.386 acre tract of land; thence N  $15^{\circ} 08' 25'' W$ , 758.57 ft. to a set iron pin; thence N  $73^{\circ} 55' 28'' E$ , 740.57 ft. to a set iron pin for Northeast corner; thence S  $15^{\circ} 33' E$ , 717.79 ft. to an iron pin set for corner; thence S  $28' W 38.10$  ft. to an iron pin set in the Northwest line of a proposed cul-de-sac; thence beginning in a Southwesterly direction in a curve to the Left, with a radius of 70.00 ft., a distance of 181.75 ft. with said cul-de-sac line to an iron pin set for corner; thence S  $25^{\circ} 29' 34'' E$ , 15.91 ft. to a set iron pin marking the beginning of a curve to the Left; thence in a Southeasterly direction along said curve to the Left, with a radius of 860.00 ft., for a distance of 389.10 ft. (Chord bearing S  $38^{\circ} 27' 16'' E$ , 385.80 ft.) to a set iron pin marking the end of curve and the beginning of a curve to the Right; thence in a Southeasterly direction along said curve to the Right with a radius of 740.00 ft., for a distance of 324.28 ft. (Chord bearing S  $38^{\circ} 51' 43'' E$ , 321.69 ft.) to the Place of B

### PARCEL 2

All That tract or parcel of land situate in Washington County, Texas out of the Philip H. Coe Survey A-31 and being the same tract of land called Tract 2 in a deed from Carl Galipp, et al to the Brenham Industrial Foundation as recorded in Volume 371, Page 355 of the Washington County Deed Records, more particularly described as follows:

Beginning at a set iron pin in the South line of FM Highway #389 at a point S  $73^{\circ} 57' 36'' W$ , 642.62 ft. from the Northwest corner of the Gulf Oil Corporation 1.000 acre tract; thence S  $15^{\circ} 08' 25'' E$ , 492.87 ft. to a set iron pin, thence S  $73^{\circ} 55' 28'' W$ , 60.01 ft. to a set iron pin, thence N  $15^{\circ} 08' 25'' W$ , 492.91 ft. to an old pipe lying in the South line of FM Highway #389; thence N  $73^{\circ} 57' 36'' E$ , 60.01 ft. with said highway line to the Place of Beginning and containing 0.679 acres of land.



STATE OF TEXAS  
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the Volume and Page of the Deed RECORDS of Washington County, Texas, as stamped hereon by me on



JAN 5 - 1984  
Gertrude Lehmann  
Gertrude Lehmann, County Clerk  
Washington County, Texas

Exhibit A - Property Deed 2

VOL 637 PAGE 537

SPECIAL WARRANTY DEED: THE BRENHAM INDUSTRIAL FOUNDATION, INC.  
TO GATES RUBBER COMPANY

THE STATE OF TEXAS X  
COUNTY OF WASHINGTON X KNOW ALL MEN BY THESE PRESENTS:  
4998

That THE BRENHAM INDUSTRIAL FOUNDATION, INC., of the County of Washington, State of Texas, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash plus the exchange of the below described property for property on which a new street is to be built, and other good and valable considerations, cash to it in hand paid by GATES RUBBER COMPANY, hereinafter called Grantee, receipt of which is hereby acknowledged, and for which no lien, express or implied, is retained or shall exist;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents DO GRANT, SELL AND CONVEY unto the said GATES RUBBER COMPANY, 990 South Broadway, P. O. Box 5887, Denver, Colorado 80217, the property being located in Washington County, Texas, and being:

Lot One (1) Res. "B" containing 0.2168 acres of land out of the Southwest Industrial Park III Reserve "B" Partition filed of record in the office of the County Clerk of Washington County, Texas, more particularly described and shown in Exhibit "A" which is made a part hereof as though copied hereby verbatim.

This conveyance is executed by Grantor and accepted by Grantee as being subject to the reservation of an undivided 1/2 interest in and to all of the oil, gas and other minerals as set out in deed dated August 14, 1984, from Edwin F. Wehmeyer, et al to Tommy J. Head, recorded in Volume 483, Page 121, Washington County Official Records.

Exhibit A - Property Deed 2

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GATES RUBBER COMPANY, its successors and assigns, forever; and it does hereby bind its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said GATES RUBBER COMPANY, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise.

EXECUTED this the 29th day of November, 1990.

THE BRENHAM INDUSTRIAL FOUNDATION, INC.

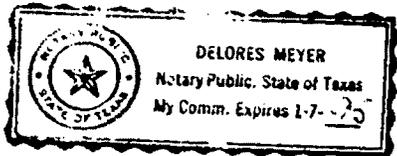
BY: Milton Y. Tate, Jr.  
MILTON Y. TATE, JR., President

ATTEST:

Odell Lueckemeyer  
ODELL LUECKEMEYER, Secretary

THE STATE OF TEXAS  
COUNTY OF WASHINGTON

This instrument was acknowledged before me on the 3<sup>rd</sup> day of NOVEMBER, 1990, by MILTON Y. TATE, JR., President of THE BRENHAM INDUSTRIAL FOUNDATION, INC., a Texas corporation, on behalf of said corporation.



Delores Meyer  
Notary Public, State of Texas  
Notary's name printed:  
DELORES MEYER  
My Commission Expires: 1-7-95

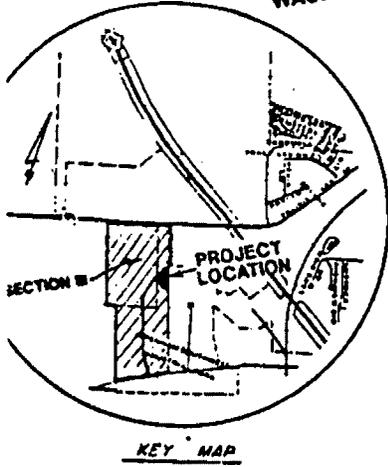
Exhibit A - Property Deed 2

VOL 637 PAGE 539

**SOUTHWEST INDUSTRIAL PARK SECTION III  
RESERVE "B" PARTITION**



PHILLIP COE SURVEY A-31  
WASHINGTON COUNTY, TEXAS



SOUTHWEST INDUSTRIAL PARK  
SECTION III  
Plat Cab. 298A & 298B P.R.W.C.

GATES DRIVE

CALLED RESERVE "B" 10.6890 AC.

CALLED RESERVE "A" 20.2784 AC.

R=470.00  
L=355.27  
CA=43° 18'33"  
CHD=N 8° 13'43"E, 346.87'

RESIDUE RES. "B"  
10.4722 AC.

R=270.00  
L=210.55  
CA=44° 46'28"  
CHD=N28° 48'44"W, 206.55'

R=830.00  
L=255.41  
CA=17° 37'52"  
CHD=S 49° 37'02"W, 354.40'

GATES RUBBER CO.  
RESIDUE OF CALLED 27.489  
Vol. 461, P. 342 D.R.V.

LOT 1 - RES. B  
0.2168 AC.

CITY OF BRENHAM, TEXAS

INDUSTRIAL BLVD.

FILED  
AT 8:55 AM  
DEC 4 1990  
*Gertrude Lehmann*  
GERTRUDE LEHRMANN  
COUNTY CLERK, WASHINGTON COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

DEC 12 1990

*Gertrude Lehmann*  
Gertrude Lehmann, County Clerk  
Washington County, Texas



EXHIBIT "A"

**O'MALLEY**  
Draughtsman





## AGENDA ITEM 6

<b>DATE OF MEETING:</b> July 5, 2012	<b>DATE SUBMITTED:</b> June 27, 2012	
<b>DEPT. OF ORIGIN:</b> Administration	<b>SUBMITTED BY:</b> Jeana Bellinger	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 <sup>ST</sup> READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon Resolution R-12-012 Authorizing the Execution of a Tax Phase-In Agreement Between the City of Brenham and Longwood Industries, Inc.		
<b>SUMMARY STATEMENT:</b> As authorized in Chapter 312 of the Texas Tax Code, the Brenham City Council passed a resolution on December 15, 2011 indicating the City's intent to participate in a Tax Phase-In Agreement with qualified businesses that meet or exceed the required guidelines and criteria.		
<p>As discussed at the June 21, 2012 council meeting, Longwood Industries has been planning an expansion for its newest product group to their production lineup. The use of the Tax Phase-In incentive will help Longwood invest in the necessary equipment and human capital to meet the increased demand from their customers for this product. Additionally, the use of the Tax Phase-In incentive will make the Brenham location more competitive to locate the company's future expansion and reinvestment projects instead of it happening at one of Longwood's other manufacturing plants in Wytheville, Virginia. This project would also provide a substantial positive economic impact to the Brenham economy.</p> <p>Longwood Industries is proposing an estimated \$500,000 in new value creation and plans to create 15 new jobs. The level of investment qualifies Longwood for a Table 1A-Level 1 abatement based on new value creation and a Table 2-Level 5 abatement based on new job creation.</p> <p>Economic Development Foundation and City of Brenham staff has reviewed Longwood's application for Tax Phase-In and have verified that the project meets the requirements of the Tax Phase-In policy.</p>		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
<p><b>A. PROS:</b> Approve the resolution adopting a commercial Tax Phase-In agreement with Longwood Industries and contribute to the future economic development of the City.</p> <p><b>B. CONS:</b> If the resolution adopting a commercial Tax Phase-In agreement with Longwood Industries is not approved, it will become less financially feasible for Longwood to do this project in Brenham.</p>		

<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>
<b>ATTACHMENTS:</b> (1) Resolution No. R-12-012 for Tax Phase-In; and (2) Tax Phase-In Agreement
<b>FUNDING SOURCE (Where Applicable):</b>
<b>RECOMMENDED ACTION:</b> Approve Resolution No. R-12-012 authorizing the execution of a Tax Phase-In Agreement between the City of Brenham and Longwood Industries, Inc.
<b>APPROVALS:</b> Terry K. Roberts

## **RESOLUTION R-12-012**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, ADOPTING A COMMERCIAL TAX PHASE-IN AGREEMENT WITH LONGWOOD INDUSTRIES, INC.; AUTHORIZING THE MAYOR TO EXECUTE THE TAX PHASE-IN AGREEMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, Chapter 312 of the Texas Tax Code authorizes the City of Brenham, Texas, to participate in tax phase-in incentives; and

**WHEREAS**, in accordance with Section 312.002 of the Texas Tax Code, the City of Brenham, Texas previously passed a resolution stating the City's intent to participate in tax phase-in incentives; and

**WHEREAS**, in accordance with Section 312.002 of the Texas Tax Code, the City of Brenham, Texas also previously adopted tax phase-in incentive guidelines and criteria; and

**WHEREAS**, the City Council of the City of Brenham, Texas, finds and determines that the terms of the Tax Phase-In Agreement and the subject property meet the applicable tax phase-in incentive guidelines and criteria, and entering into the Tax Phase-In Agreement will be to the benefit of the citizens of the City of Brenham; and

**WHEREAS**, the City Council desires to adopt the Tax Phase-In Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes, by and between the City of Brenham, Texas, and Longwood Industries, Inc., a North Carolina corporation.

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

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

Section 2: That the City Council of the City of Brenham, Texas does hereby adopt the Commercial Tax Phase-In Agreement, a copy of which is attached hereto as Exhibit "A", by and between the City of Brenham, Texas, and Longwood Industries, Inc.

Section 3: That the Mayor is hereby authorized to execute the Tax Phase-In Agreement between the City of Brenham, Texas and Longwood Industries, Inc., a copy of which is attached hereto as Exhibit "A".

Section 4: This Resolution shall become effective immediately from and after its passage.

**RESOLVED** this 5<sup>th</sup> day of July, 2012.

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

**ATTEST:**

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Jeana Bellinger, City Secretary  
City of Brenham, Texas

**AGREEMENT FOR DEVELOPMENT AND TAX PHASE-IN  
IN REINVESTMENT ZONE NO. 34 CITY OF BRENHAM  
FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS**

**THE STATE OF TEXAS**

**COUNTY OF WASHINGTON**

This agreement is entered into by and between the CITY OF BRENHAM, TEXAS, a Texas home-rule municipal corporation, of Washington County, Texas, acting herein by and through its Mayor, hereinafter referred to as CITY, and LONGWOOD INDUSTRIES, INC. hereinafter referred to as COMPANY.

**WITNESSETH:**

The City Council of the City of Brenham, Texas, ("COUNCIL") on February 20, 1992, adopted by resolution a policy for the creation of tax abatement zones in the City of Brenham, ("POLICY"). Said POLICY was amended by COUNCIL on April 2, 1992, amended on June 4, 1992, and re-adopted on December 1, 1994, November 20, 1997, October 21, 1999, November 1, 2001, January 15, 2004, December 20, 2007, December 17, 2009, and December 15, 2011 (as amended) (entitled "City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises"). On July 5, 2012, the COUNCIL, by Ordinance, established Reinvestment Zone No. 34, City of Brenham, for Commercial Tax phase-in, City of Brenham, Texas, ("ZONE") as authorized by V.T.C.A., Tax Code Chapter 312.

**WHEREAS**, COMPANY has filed an application for the phase-in of ad valorem taxes,

**WHEREAS**, COUNCIL finds that this application, this Agreement, and the property subject to this Agreement meet the applicable guidelines and criteria of said POLICY,

**WHEREAS**, in order to provide for the proper development of such property and to aid in the conduct of the operation thereof to the best interest of the CITY in accordance with the above referenced ordinances and statutes, the parties do mutually agree as follows:

1.     **Location of Tax Phase-In.** The property that is the subject matter of this Agreement is the land located at 1901 Longwood Drive and described more particularly as that certain tract of land containing 27.325 acres, more or less, being further described in Exhibit “A”, attached hereto and incorporated herein for all purposes, and which property is hereinafter referred to as "PREMISES."

2.     **Improvements.** In consideration of COMPANY'S construction of between One-Hundred Fifty Thousand Dollars and One Million Dollars (\$150,000.00 to \$1,000,000.00) of real and personal property improvements to said PREMISES, including fixed machinery, equipment and buildings, CITY agrees that, subject to the terms and conditions contained herein, eligible improvements to the above described PREMISES shall be entitled to tax phase-in incentives in accordance with the schedule as provided in “Table 1A – Property Improvements by an Existing Local Business”, and tax phase-in incentives in accordance with the schedule as provided in “Table 2 – Jobs Created & Retained – by Existing Businesses or New/Relocating Businesses”, said Tables being set out in the attached Exhibit “B”, and that upon the expiration of such tax phase-in incentives this Agreement shall terminate.

"Improvements and renovation" as used herein shall be defined as including the building and all other associated improvements (personal and realty) and fixtures on the PREMISES added by the COMPANY within said zone. COMPANY will limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect.

COMPANY acknowledges and agrees that the purpose of CITY in entering into this Agreement is to encourage development of the property in the ZONE and, therefore, COMPANY agrees to limit the use of the property to further said purpose.

3. **Submission of Plans.** COMPANY agrees that the site plan, interior and exterior design drawings and materials ("PLANS") for each improvement will be submitted to CITY and/or its designated representative for its approval when available. An official set of PLANS will be designated by the COMPANY and will be kept on file with the CITY.

4. **Other Applicable Regulations.** COMPANY agrees to construct and all improvements in accordance with all applicable laws, ordinances, codes, rules, requirements or regulations of the City of Brenham, Washington County, the State of Texas and the United States, and any subdivision, agency or authority thereof.

5. **Liability of City in Approving Plans.** CITY, by approving the PLANS or any revised PLANS, assumes no liability or responsibility therefore for any defect in any fixed machinery or equipment installed or any structure constructed, renovated, or repaired from the Plans or approved revised Plans. The relationship between CITY and COMPANY at all times shall not be deemed a partnership or joint venture for purposes of this Agreement or for any other purpose.

COMPANY agrees to reimburse CITY, its officers, agents, and/or employees for any damages suffered by them due to COMPANY'S negligence, such duty and liability not to exceed what COMPANY would owe to any of them under common law. CITY agrees to use best reasonable efforts to notify COMPANY as soon as possible after it becomes aware of any legal action (including pre-litigation notices, demand letters, etc.) which reasonably could then be foreseen as having the prospective potential of activating the terms of the immediately preceding sentence.

6. **Rights of City to Inspect.** At all reasonable times during the construction and installation of improvements on the PREMISES and following completion, CITY and its respective designees may inspect PREMISES in order to verify the construction, workmanship, materials and installations involved in or incident to the project are performed in substantial compliance with the approved PLANS and compliance with the applicable building permits and governmental regulations.

7. **Payment of Taxes by Company.** COMPANY agrees to pay all ad valorem taxes and assessments that may be owed to CITY or any other taxing entity by it prior to such taxes and/or assessments becoming delinquent; provided, that COMPANY shall have the right to contest in good faith the validity or application of any such tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion. If COMPANY undertakes any such contest, COMPANY shall so notify in writing CITY and keep CITY apprised of the status of such contest. Should COMPANY be unsuccessful in such contest, COMPANY shall promptly pay the taxes, penalties, and/or interest, resulting therefrom.

COMPANY certifies that at the time of execution of this Agreement, there are no delinquent ad valorem taxes on the PREMISES owed to any taxing jurisdiction. Subject to the foregoing paragraph, COMPANY shall pay all non-phased-in taxes subject to all requirements and due dates, as it would be required to in the absence of this Agreement.

8. **Employment.** COMPANY anticipates hiring or retaining a total of at least fifty (50) employees over the tax phase-in period. COMPANY acknowledges and agrees that COMPANY'S failure to create and maintain jobs in accordance with this Agreement and the POLICY is a default in the performance of this Agreement, and subjects the COMPANY to the remedies for default as provided in this Agreement.

9. **Tax Recapture.** In the event COMPANY (i) does not construct the improvements and renovations to the PREMISES as contemplated by this Agreement, (ii) fails to use the PREMISES for the purposes that are contemplated by this Agreement, (iii) fails to comply with the terms of the “City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises”, or (iv) otherwise fails to comply with the terms of this Agreement, then the CITY shall recapture the property tax abated as a result of this Agreement in accordance with Texas Tax Code Sec. 312.205 after written notice of intended recapture by CITY to COMPANY and failure to cure by COMPANY within thirty (30) days of said notice.

10. **Default.** In the event COMPANY (i) allows the PREMISES to become vacant, (ii) fails to pay all non-abated ad valorem taxes as required by Section 7 hereof, (iii) fails to comply with the terms of the “City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises”, or (iv) otherwise fails to comply with the terms of this Agreement, then COMPANY shall be in "default" in the performance of this Agreement. The CITY shall notify COMPANY in writing of said "default." Further, in accordance with Chapter 2264, Texas Government Code, COMPANY certifies that COMPANY, or a branch, division, or department of COMPANY does not and will not knowingly employ an undocumented worker. COMPANY further certifies that in the event that COMPANY, or a branch, division, or department of COMPANY, is convicted of a violation under 8 U.S.C. Section 1324a(f), COMPANY shall be repay the amounts of ad valorem taxes previously abated by the CITY pursuant to this Agreement, with interest, calculated at the rate ten percent (10%) annually. Such a conviction shall constitute a default under this Agreement.

If COMPANY does not comply with this Agreement within thirty (30) days of written notice of such "default", CITY reserves the right to terminate this Agreement and terminate the benefits of tax phase-in provided for in this Agreement, and all taxes previously abated pursuant to this Agreement shall be recaptured and paid to the City. In such event, the PREMISES and all improvements, fixed machinery and equipment installed thereon shall be deemed taxable and not entitled to tax phase-in as provided herein. If this Agreement is terminated, any taxes abated for the calendar year of the termination shall be paid within sixty (60) days of the date of such termination, and all taxes and all taxes previously abated pursuant to this Agreement shall be recaptured and paid to the City within sixty (60) days of the date of termination.

11. **Tax Phase-In Amount.** COMPANY shall receive tax phase-in incentives for eligible property improvements in accordance with the schedule as provided in "Table 1A – Property Improvements by an Existing Local Business", and tax phase-in incentives for job creation in accordance with the schedule as provided in "Table 2 – Jobs Created & Retained – by Existing Businesses or New/Relocating Businesses" said Tables being set out in the attached Exhibit "B", and that upon the expiration of such tax phase-in incentives this Agreement shall terminate. The total annual tax phase-in incentive amount received by the COMPANY, expressed on a percentage basis, shall be the sum of the respective percentages provided for in Table 1A and Table 2 for the applicable year of the tax phase-in.

COMPANY shall, on or before October 15 of each calendar year, submit a sworn statement to the Compliance Review Committee that COMPANY is in compliance with this Agreement, including such information as may be necessary to verify compliance (e.g. employment and payroll information), subject to verification by the City of Brenham and/or the Compliance Review Committee

During the term of this Agreement, the CITY, its officers and employees, and/or the Compliance Review Committee is entitled to review and verify the COMPANY'S employment records, payroll records, and such other information and documents as the CITY and/or the Compliance Review Committee deems reasonably necessary to verify compliance with this Agreement. The CITY, its officers and employees, and/or the Compliance Review Committee may conduct on-site inspections of the PREMISES and facilities located thereon during the term of this Agreement to verify compliance with this Agreement.

The estimated value of eligible property improvements for tax phase-in incentives is between One-Hundred Fifty Thousand Dollars and One Million Dollars (\$150,000.00 to \$1,000,000.00). Notwithstanding anything contained herein to the contrary, COMPANY and CITY agree that the amount of eligible property improvements and jobs created & retained as set forth herein are based on projected property improvement and personnel employed, and the actual amount of tax phase-in incentives shall be determined annually by Table 1A and Table 2 of the POLICY based on the actual eligible improvements and the actual number of employees. COMPANY agrees to reasonably cooperate with CITY to determine compliance with this Agreement and the applicable level of tax phase-in incentives.

12. **Certificate of Compliance.** Upon completion of the improvements to the PREMISES, COMPANY shall submit to CITY a sworn Certificate of Compliance certifying that all construction of the improvements to the PREMISES has been completed in accordance with the approved plans. After receipt of this Certificate of Compliance, CITY shall make a final inspection of PREMISES to determine whether the improvements have been constructed and installed in compliance with this Agreement. Upon so finding, CITY shall approve such a Certificate of Compliance and authorize tax phase-in to commence on January 1 of the year indicated in said certificate and terminate after the property has received the tax phase-in incentives as provided by this Agreement and Exhibit "B."

13. **Eligible and Ineligible Property.** "Eligible property" is defined to include all of the following items located on the PREMISES which were not so located prior to execution of this Agreement and whether or not they are so affixed as to become "real property": buildings, structures, fixed machinery and equipment, site improvements (including landscaping), office space and related fixed improvements necessary to the operation and administration of the facility.

"Ineligible Property" shall be fully taxable and ineligible for abatement, defined as including:

- Land;
- Animals;
- Inventories;
- Supplies;
- Tools;
- Furnishings and other forms of movable personal property (except as described as "eligible property" above);
- Vehicles;
- Vessels;
- Aircraft;
- Hotels/motels;
- Housing or residential property;
- Fauna;
- Flora (excluding landscaping improvements);
- Retail facilities;
- Deferred maintenance investments;
- Improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion;
- Any improvements including those to produce, store or distribute natural gas or fluids that are not integral to the operation of the facility; or
- Property owned or used by the State of Texas or its political subdivisions or by any organization owned operated or directed by a political subdivision of the State of Texas.

14. **Severability**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added automatically as part of this Agreement a provision that is similar in terms and substance to such deleted provision as may be possible and yet be legal, valid and enforceable under the Texas Tax Code and related state statutes.

15. **Texas Law to Apply.** This Agreement shall be construed under the POLICY adopted by the CITY, including the Glossary of Terms, in accordance with said POLICY in force at the date of execution hereof and in accordance with the laws of the State of Texas. All obligations of the parties created hereunder are performable in Washington County, Texas. In the event of litigation, or other claim or dispute arising out of or involving this Agreement, exclusive venue shall lie in a court of competent jurisdiction in Washington County, Texas.

16. **Prior Agreements Superseded.** This Agreement constitutes the sole agreement of the parties herein and supersedes any and all prior written or oral agreements, arrangements or understandings between the parties relating to the subject matter.

17. **Amendments.** No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date of this agreement and duly executed by the parties hereto.

18. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

19. **No Waiver.** No waiver by CITY in any event of default, or breach of any covenant, condition or stipulation herein contained by COMPANY shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

20. **Assignment.** This Agreement may be assigned by COMPANY upon CITY'S written approval of said assignment.

21. **Authority to Act.** The parties to this Agreement shall provide proof of authorization to execute this document.

22. **Notice.** Whenever notice or other communication is herein required to be given to COMPANY or to CITY, such notice will be sent, respectively, to the attention of COMPANY'S President or other designated officer at the address of Company's facility in the reinvestment zone, or to the attention of the City Manager at the address of said Manager's then-current office location, via certified or registered mail, return receipt requested. Such notice will be considered effectively delivered when sent if such is properly addressed and sent and the return receipt is received by the sender, or if addressee fails to receive or accept delivery and the undelivered item is returned to sender.

23. **Definitions.** It is specifically understood by the governing body of the jurisdiction and its signatory/agent as well as COMPANY and its signatory/agent that "new jobs," as used in both, this Agreement and the underlying CITY guidelines for tax phase-in, means (and calculations therefore include) COMPANY employees as follows: The number of "new jobs" each year shall be determined by the cumulative sum of all new jobs employed by the COMPANY in the reinvestment zone after execution of this Agreement. This includes all employees who, subsequently to the Agreement, begin working in the reinvestment zone for Applicant (whether newly hired or who were previously hired by COMPANY elsewhere and whose work location is transferred to within the reinvestment zone), and, for purposes of the tax

phase-in schedules in the guidelines and this Agreement, who work an average of at least a forty (40) hour work week. Two part-time employees working an average of twenty (20) hours each per week shall constitute one full-time employee for the calculation of "new jobs."

Any definitions of words or phrases given in the currently effective tax phase-in guidelines entitled "City of Brenham Policy Statement on Property Tax Phase-in Incentive for Selected Commercial Enterprises" shall be controlling in this document as well, except as may be specifically modified herein.

24. This Agreement has been approved by the governing body of the CITY.

25. Any aspect of this Agreement which may happen to conflict with the underlying jurisdiction's tax phase-in guidelines shall be considered as an approved modification or clarification of such guidelines as may be required to affect the intent of this Agreement.

26. For the duration of this Agreement and for additional consideration for this tax phase-in, COMPANY agrees to purchase the following utilities: water, natural gas, sewer, and electricity, exclusively from the City of Brenham in its service area.

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

The parties hereto have executed or caused to be executed by it's duly authorized officials this Agreement in multiple counterparts, each of equal dignity, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**LONGWOOD INDUSTRIES, INC.**

**CITY OF BRENHAM**

BY: \_\_\_\_\_  
Sam Wohlford  
Plant Manager  
1901 Longwood Drive  
Brenham, Texas 77833

BY: \_\_\_\_\_  
Milton Y. Tate, Jr.  
Mayor  
P.O. Box 1059  
Brenham, Texas 77834-1059

***ATTEST:***

BY: \_\_\_\_\_  
Jeana Bellinger  
City Secretary  
P.O. Box 1059  
Brenham, Texas 77834-1059

**THE STATE OF TEXAS**

**COUNTY OF WASHINGTON**

Before me, the undersigned authority, on this day personally appeared **MILTON Y. TATE, JR.**, Mayor of the City of Brenham, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

**THE STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

Before me, the undersigned authority, on this day personally appeared **SAM WOHLFORD**, \_\_\_\_\_ of LONGWOOD INDUSTRIES, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

VOL 481 PAGE 342

SPECIAL WARRANTY DEED: THE MEAD CORPORATION TO  
THE GATES RUBBER COMPANY

THE STATE OF OHIO            )  
                                  ) KNOW ALL MEN BY THESE PRESENTS:            6422  
COUNTY OF MONTGOMERY       )

That The Mead Corporation, an Ohio corporation qualified to do business in Texas, whose address is Courthouse Plaza, N.E., Dayton, Ohio 45463, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash and other good and valuable considerations, cash to it in hand paid by THE GATES RUBBER COMPANY, hereinafter called Grantee, receipt of which is hereby acknowledged;

HAVE GRANTED, SOLD AND CONVEYED, and do by these presents DO GRANT, SELL AND CONVEY unto the said Grantee the property described in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

This conveyance is executed by Grantor and accepted by Grantee as being subject to the following:

- A. all real estate taxes and all installments of assessments for public improvements not due and payable as of the date of this deed, any taxes or special assessments which are not shown as existing liens by the public records and any additions to any such taxes and assessments which were due and payable prior to the date hereof;
- B. all restrictions, reservations, covenants, and conditions of record;
- C. all existing public and private roads and streets (whether dedicated or undedicated), and all railroad lines and rights of way affecting the Property;
- D. all easements and rights of way of record affecting the Property;
- E. encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property;
- F. all existing electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines, pipelines and service lines of any nature now located on, over, or under the Property;
- G. all building codes and zoning ordinances and other laws, ordinances, regulations, or orders of any federal, state, county, municipal, or other governmental authority affecting the Property; and,
- H. Subject to a mineral reservation set out in the modification agreements between Fred Rodeck, et ux and the Brenham Industrial Foundation, recorded in Vol. 392 Pg. 865, Washington County Deed Records and between Carl Galipp, et ux and the Brenham Industrial Foundation recorded in Vol. 392 Pg. 869, Washington County Deed Records.



Exhibit A

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EXHIBIT A

All the following described real property in Washington County, Texas, to-wit:

PARCEL 1

All that tract or parcel of land situate in Washington County, Texas out of the Philip H. Coe Survey A-31 and being a portion of the 55.990 acre tract of land conveyed from Rodeck, et ux, to the Brenham Industrial Foundation by deed and also being a portion of the 16.386 acre tract of land called Tract 1 in a deed from Carl Galipp, et al, to the Brenham Industrial Foundation as recorded in Volume 364, Page 217 and Volume 371, Page 355, respectively, of the Washington County Deed Records, more particularly described as follows:

Commencing at an iron pin marking the intersection of the North line of a County Road with the East line of the aforementioned 55.990 acre tract of land, same also being the Southwest corner of a tract of land owned by Hi-Line Industries; thence S 74° 27' W, 185.50 ft. to an iron pin set for Southeast corner and Place of Beginning of the tract of land herein described; thence S 74° 27' W, 641.60 ft. to an iron pin marking the beginning of a curve to the left; thence in a Southwesterly direction in a curve to the Left, with radius of 830.00 ft., for a distance of 361.61 ft. (Chord bearing S 61° 58' 08" W, 358.76 ft.) to an iron pin set for Southwest corner; thence N 13° 26' 58" W, 851.37 ft. to an old iron pin and fence corner lying the North line of the original 55.990 acre tract, same also being the Southwest corner of the 16.386 acre tract of land; thence N 15° 08' 25" W, 758.57 ft. to a set iron pin; thence N 73° 55' 28" E, 740.57 ft. to a set iron pin for Northeast corner; thence S 15° 33' E, 717.79 ft. to an iron pin set for corner; thence S 28' W 38.10 ft. to an iron pin set in the Northwest line of a proposed cul-de-sac; thence beginning in a Southwesterly direction in a curve to the Left, with a radius of 70.00 ft., a distance of 181.75 ft. with said cul-de-sac line to an iron pin set for corner; thence S 25° 29' 34" E, 15.91 ft. to a set iron pin marking the beginning of a curve to the Left; thence in a Southeasterly direction along said curve to the Left, with a radius of 860.00 ft., for a distance of 389.10 ft. (Chord bearing S 38° 27' 16" E, 385.80 ft.) to a set iron pin marking the end of curve and the beginning of a curve to the Right; thence in a Southeasterly direction along said curve to the Right with a radius of 740.00 ft., for a distance of 324.28 ft. (Chord bearing S 38° 51' 43" E. 321.69 ft.) to the Place of B

PARCEL 2

All That tract or parcel of land situate in Washington County, Texas out of the Philip H. Coe Survey A-31 and being the same tract of land called Tract 2 in a deed from Carl Galipp, et al to the Brenham Industrial Foundation as recorded in Volume 371, Page 355 of the Washington County Deed Records, more particularly described as follows:

Beginning at a set iron pin in the South line of FM Highway #389 at a point S 73° 57' 36" W, 642.62 ft. from the Northwest corner of the Gulf Oil Corporation 1.000 acre tract; thence S 15° 08' 25" E, 492.87 ft. to a set iron pin, thence S 73° 55' 28" W, 60.01 ft. to a set iron pin, thence N 15° 08' 25" W, 492.91 ft. to an old pipe lying in the South line of FM Highway #389; thence N 73° 57' 36" E, 60.01 ft. with said highway line to the Place of Beginning and containing 0.679 acres of land.

FILED  
AT 1:15 PM  
DEC 3 0 1983  
Gertrude Lehrmann  
GERTRUDE LEHRMANN  
COUNTY CLERK, WASHINGTON COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the Volume and Page of the Deed RECORDS of Washington County, Texas, as stamped hereon by me on



JAN 5 - 1984  
Gertrude Lehrmann  
Gertrude Lehrmann, County Clerk  
Washington County, Texas

SPECIAL WARRANTY DEED: THE BRENHAM INDUSTRIAL FOUNDATION, INC.  
TO GATES RUBBER COMPANY

THE STATE OF TEXAS X  
COUNTY OF WASHINGTON X KNOW ALL MEN BY THESE PRESENTS:  
4998

That THE BRENHAM INDUSTRIAL FOUNDATION, INC., of the County of Washington, State of Texas, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash plus the exchange of the below described property for property on which a new street is to be built, and other good and valable considerations, cash to it in hand paid by GATES RUBBER COMPANY, hereinafter called Grantee, receipt of which is hereby acknowledged, and for which no lien, express or implied, is retained or shall exist;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents DO GRANT, SELL AND CONVEY unto the said GATES RUBBER COMPANY, 990 South Broadway, P. O. Box 5887, Denver, Colorado 80217, the property being located in Washington County, Texas, and being:

Lot One (1) Res. "B" containing 0.2168 acres of land out of the Southwest Industrial Park III Reserve "B" Partition filed of record in the office of the County Clerk of Washington County, Texas, more particularly described and shown in Exhibit "A" which is made a part hereof as though copied hereby verbatim.

This conveyance is executed by Grantor and accepted by Grantee as being subject to the reservation of an undivided 1/2 interest in and to all of the oil, gas and other minerals as set out in deed dated August 14, 1984, from Edwin F. Wehmeyer, et al to Tommy J. Head, recorded in Volume 483, Page 121, Washington County Official Records.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GATES RUBBER COMPANY, its successors and assigns, forever; and it does hereby bind its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said GATES RUBBER COMPANY, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise.

EXECUTED this the 29th day of November, 1990.

THE BRENHAM INDUSTRIAL FOUNDATION, INC.

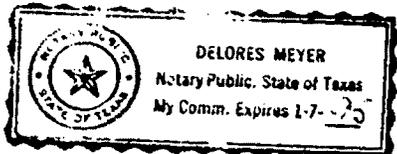
BY: Milton Y. Tate, Jr.  
MILTON Y. TATE, JR., President

ATTEST:

Odell Lueckemeyer  
ODELL LUECKEMEYER, Secretary

THE STATE OF TEXAS  
COUNTY OF WASHINGTON

This instrument was acknowledged before me on the 3<sup>rd</sup> day of NOVEMBER, 1990, by MILTON Y. TATE, JR., President of THE BRENHAM INDUSTRIAL FOUNDATION, INC., a Texas corporation, on behalf of said corporation.

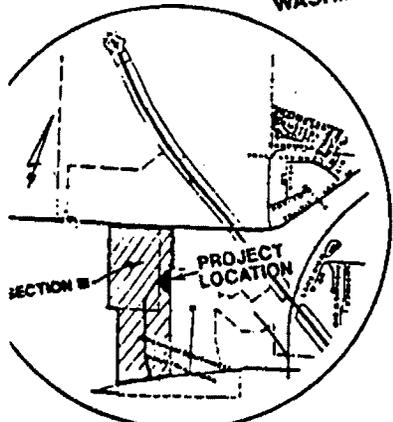


Delores Meyer  
Notary Public, State of Texas  
Notary's name printed:  
DELORES MEYER  
My Commission Expires: 1-7-95

### SOUTHWEST INDUSTRIAL PARK SECTION III RESERVE "B" PARTITION



PHILLIP COE SURVEY A-31  
WASHINGTON COUNTY, TEXAS



KEY MAP

SOUTHWEST INDUSTRIAL PARK  
SECTION III  
Plat Cab. 298A & 298B P.R.W.C.

GATES DRIVE

GATES RUBBER CO.  
RESIDUE OF CALLED 27.489  
Vol. 461, Pgs. 342 D.R.V.

LOT 1 - RES. B  
0.2168 AC.

CALLED RESERVE "B" 10.6890 AC.

CALLED RESERVE "A" 20.2784 AC.

CITY OF BRENHAM, TEXAS

RESIDUE RES. "B"  
10.4722 AC.

FILED  
AT 8:55 AM  
DEC 4 1990  
*Gertrude Lehmann*  
GERTRUDE LEHRMANN  
COUNTY CLERK, WASHINGTON COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF WASHINGTON  
I hereby certify that this instrument was FILED on the  
date and at the time affixed hereon by me and was duly  
RECORDED in the volume and page of the OFFICIAL RECORDS  
of Washington County, Texas, as stamped hereon by me on

DEC 12 1990  
*Gertrude Lehmann*  
Gertrude Lehmann, County Clerk  
Washington County, Texas

EXHIBIT "A"

O'MALLEY  
Draught

**EXHIBIT “B”**  
**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 \$33,000+/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



## AGENDA ITEM 7

<b>DATE OF MEETING:</b> July 5, 2012		<b>DATE SUBMITTED:</b> June 22, 2012	
<b>DEPT. OF ORIGIN:</b> Finance		<b>SUBMITTED BY:</b> Carolyn D. Miller	
<b>MEETING TYPE:</b>		<b>CLASSIFICATION:</b>	
<input checked="" type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input checked="" type="checkbox"/> REGULAR	
		<input type="checkbox"/> WORK SESSION	
<b>ORDINANCE:</b>			
<input type="checkbox"/> 1 <sup>ST</sup> READING			
<input type="checkbox"/> 2 <sup>ND</sup> READING			
<input type="checkbox"/> RESOLUTION			
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon An Audit Engagement Letter from Seidel, Schroeder & Company to Perform An Audit for the Fiscal Year Ending September 30, 2012 and Authorize the Mayor to Execute any Necessary Documentation			
<b>SUMMARY STATEMENT:</b> Attached is the proposed audit engagement letter from Seidel, Schroeder & Company (SSC) for the fiscal year ending September 30, 2012, with the audit fee range of \$41,000 to \$43,000. In comparing this fee with prior years, the following information is provided:			
<u>Fiscal Year Ending</u>	<u>Audit Fee</u>	<u>\$ Increase</u>	<u>% Increase</u>
09/30/2008	\$ 39,000		
09/30/2009	\$ 39,500	\$ 500	1.3%
09/30/2010	\$ 39,500	-	-
09/30/2011	\$ 41,000 to \$ 43,000	\$ 3,500	8.86%
09/30/2012	\$ 41,000 to \$ 43,000	-	-
You will notice that the audit fee is the same as the prior year when we did experience an increase due to the Hwy 290 Project and new GASB Statement No. 54 Fund Balance Reporting requirements. With the continued growth and complexity of the City's financial activities, it is reasonable to maintain the current fee structure.			
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>			
A. PROS:			
B. CONS:			
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>			
<b>ATTACHMENTS:</b> (1) Audit Engagement Letter from Seidel, Schroeder and Company; and (2) Peer Review Letter			

**FUNDING SOURCE (Where Applicable):** Finance Department Budget - Audits & Consultants Account

**RECOMMENDED ACTION:** Staff is recommending approval of an audit engagement letter from Seidel, Schroeder & Company to perform an audit for the fiscal year ending September 30, 2012 and authorize the Mayor to execute any necessary documentation.

**APPROVALS:** Carolyn D. Miller



**SEIDEL, SCHROEDER & COMPANY**  
CERTIFIED PUBLIC ACCOUNTANTS / BUSINESS ADVISORS

June 14, 2012

Ms. Carolyn Miller  
City of Brenham, Texas  
P.O. Box 1059  
Brenham, Texas 77834

Dear Carolyn:

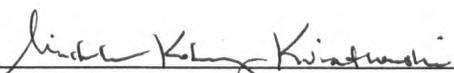
Enclosed you will find the audit engagement letter for the City of Brenham, Texas for the year ending September 30, 2012. I have also included our most recent peer review report. The engagement letter is based on the expectation that a Single Audit will not be required.

I will want to attend an audit committee meeting before we start fieldwork. Once you have that date, please let me know and I will place it on my schedule.

Please call me if you have any questions.

Very truly yours,

SEIDEL, SCHROEDER & COMPANY

By:   
Michele Kohring Kwiatkowski, CPA  
Audit Partner



**SEIDEL, SCHROEDER & COMPANY**  
CERTIFIED PUBLIC ACCOUNTANTS / BUSINESS ADVISORS

June 14, 2012

To The City Council of the  
City of Brenham, Texas

We are pleased to confirm our understanding of the services we are to provide for the City of Brenham, Texas for the year ended September 30, 2012. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the City's basic financial statements, as of and for the year ended September 30, 2012. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Brenham's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Brenham's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principals and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules of funding progress
3. Analysis and budgetary comparison information – General Fund

We have also been engagement to report on supplementary information other than RSI that accompanies the City of Brenham's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and individual nonmajor fund financial statements
2. Analysis and budgetary comparison information – Governmental Funds and Blended Component Unit
3. Schedules within the reports for management

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance:

1. Introductory section
2. Statistical data

### **Audit Objectives**

The objective of our audit is the expression of an opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America, and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance audit standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinions on the financial statements are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Governmental Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Governmental Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us, and for ensuring that management and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for

identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Brenham's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements.

However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the grantor agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The audit documentation for this engagement is the property of Seidel, Schroeder and Company, and constitutes confidential information. However, pursuant to authority given by law or regulation we may be requested to make certain workpapers available to a cognizant, grantor agency, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such requests. If requested, access to such workpapers will be provided under the supervision of Seidel, Schroeder and Company personnel. Furthermore, upon request, we may provide copies of selected workpapers to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We will require that all schedules and reports to be provided by management are complete and available to us on prior to the beginning of fieldwork.

We expect to begin our audit planning process during October, 2012, audit fieldwork beginning in November, 2012 and to issue our reports no later than March 1, 2013. Michele Kohring Kwiatkowski is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs; except that we agree that our total audit fee will range from \$41,000 to \$43,000. The above fee is based on your staff preparing the financial statements, notes, other supplementary information, and anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* requires that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and

letters of comment received during the period of contract. Our 2011 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Brenham, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

SEIDEL, SCHROEDER & COMPANY

By:   
Michele Kohring Kwiatkowski, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Brenham, Texas.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## System Review Report

June 30, 2011

To the Partners of  
Seidel, Schroeder & Company  
and the Peer Review Committee of the Texas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Seidel, Schroeder & Company (the firm) in effect for the year ended December 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included an engagement performed under *Government Auditing Standards* and an audit of an employee benefit plan.

In our opinion, the system of quality control for the accounting and auditing practice of Seidel, Schroeder & Company in effect for the year ended December 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Seidel, Schroeder & Company has received a peer review rating of *pass*.

Heinold - Banwart, Ltd.



## AGENDA ITEM 8

<b>DATE OF MEETING:</b> July 6, 2012	<b>DATE SUBMITTED:</b> July 2, 2012	
<b>DEPT. OF ORIGIN:</b> Administration	<b>SUBMITTED BY:</b> Kyle Dannhaus	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 <sup>ST</sup> READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon a Recommendation from the Library Advisory Board Regarding the Selection of an Architect to Design the New Library and Authorize the Mayor to Sign Any Necessary Documentation		
<b>SUMMARY STATEMENT:</b> See memo		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
<p>A. <b>PROS:</b> Komatsu Architect will assist with site selection, community needs assessment, and development of a portfolio to be used to obtain community consensus and support for fund-raising purposes.</p> <p>B. <b>CONS:</b></p>		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> (1) Memo and; (2) Komatsu's Scope of Work		
<b>FUNDING SOURCE (Where Applicable):</b> Library Donations Fund		
<b>RECOMMENDED ACTION:</b> Approve a recommendation from the Library Advisory Board regarding the selection of an architect to design the new library and authorize the Mayor to sign any necessary documentation.		
<b>APPROVALS:</b> Terry K. Roberts		



To: Mayor and Council  
From: Kyle Dannhaus  
Subject: Library Architect Recommendation  
Date: July 2, 2012

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The Library Advisory Board (Board) created a Library Building Committee (Committee) to work on a project to build a new library. The Committee consists of: Teddy Boehm, Zeb Heckmann, Elen Moncrieff, Charles Moser, Weldon Williams and Alana Winkleman.

Initially, five architectural firms were interviewed by the Committee to design the new library. From those five, a second interview was conducted with the following three architects:

Komatsu Architect  
Cutright & Allen Architects  
BRW Architects

The Committee was very pleased overall with the three firms' presentations. The Committee conducted a straw vote which consisted of the members personally ranking their choice of architect firms. As a result, Komatsu Architect was selected. Kyle Dannhaus met with Komatsu where he was provided with a Scope of Work Document, which was given to the Committee and Board to review.

Komatsu met with the Board and Committee to ensure the group understands and has a comfort level on his Scope of Work. Both the Board and Committee emphasized to Komatsu that the current library building and library site must be looked at closely to determine if it will meet the needs of the new library. If it does not, an explanation will need to be provided as to why it does not. This will need to be completed before recommending another site for the new library.

The Library Advisory Board voted unanimously in its recommendation of Komatsu Architecture to the Brenham City Council as the architect selected to design the new library and authorize the Mayor to execute a contract for services.

## **CITY OF BRENHAM PUBLIC LIBRARY**

### **COMMUNITY NEEDS ASSESSMENT AND LIBRARY MASTER PLAN PHASE I of II SERVICES SCOPE OF WORK**

**May 16, 2012**

#### **PROJECT UNDERSTANDING**

The City of Brenham has selected the Komatsu Architecture team to provide the design of its new public library within a public project development process recommended as:

##### **Phase I**

- Defining Brenham's community library needs and service opportunities
- Providing a facility program and projected costs for the City's Capital Improvement Program
- Identifying and through an approval process based on the facility program and site criteria, comparison of site candidates, and final selection of a site
- Envisioning the new facility for public funds allocation and possible private fundraising

##### **Phase II**

- Professional services for the comprehensive design and construction documents
  - To be based on Phase I Scope of Work defined by the approved Project Building Program and the Selected Site; Concept work/fee in Phase I applied to Phase II
- Implementation of the facility construction and commencement of operations
  - To be based on the approved design and construction document cost estimates and award of construction contract (Sealed Competitive Proposal Bid; Construction Manager At Risk; or other as the City may elect

It is our (Komatsu) understanding that our contractual client is the City of Brenham; our working relationship is through its designated "Building Committee" that represents the City's Council and staff, Washington County, and The Fortnightly Club. We assume that there will be a single point of contact as the day-to-day liaison with the Komatsu team. We will also designate a Komatsu team single point of contact, Les Edmonds or Amy Sibley, and as an additional contact, Karl Komatsu. Our team's local professional participant is the firm of Upchurch Architects, Inc. and liaison contact is both Tommy Upchurch and Elizabeth Price. As the project process continues we anticipate engaging the services of a Brenham-based civil engineer as part of our team's engineering capabilities.

#### **PHASE I: COMMUNITY LIBRARY NEEDS ASSESSMENT MASTER PLAN**

##### **COMMUNITY VISION OF A LIBRARY AND ITS SERVICES**

1. Evaluate existing resources, programs and facilities, including the City of Brenham Master Plan Draft, pending approval by City Council. Existing physical resources/facilities will be assessed as potential site or adaptive use candidates. Existing library programs, services, and facility will be evaluated
2. Conduct a Needs Assessment of the community that represents a range of Brenham's diverse citizenry and socio-economics, i.e. agriculture, mercantile and service business, tourism, education, and other components
3. Survey public opinion regarding preferred library service priorities through public meetings and community surveys. ; in-library printed survey for users/patrons and distributed printed copies in select community locations is included in basic fee. Several techniques and cost ranges can be considered for other survey formats, if needed
4. Competition and supportive effects of schools, academic institutions, museums, archives, bookstores, and other information resources will be evaluated through stakeholder interviews. Review and discussion of the future trends of public libraries, and Texas State Library and Archives Standards, technology developments, and other measures and services will be addressed through comparable public libraries as a benchmarking exercise
5. With the stakeholder assistance, explore appropriate partnerships or coordinated program and resource allocations within other community resources and agencies for potential delivery of unique information access and services
6. Assist the City and community to envision what Brenham library priorities will become goals based on future trends. Interpret service delivery approaches into the building program accommodation
7. Correlate growth projection of the city with appropriate type and location of site and its flexibility to adapt to program and service demands
8. Identify associated costs for development and construction of a new and enlarged facility
9. Correlate the proposed recommendations to a future capital budget
10. What "role" should the library play within the community? Within Brenham's visualization of its future sense of place – downtown? Within the County? Should it have other roles besides a traditional library? A learning commons or community commons? As a community center-like component?
11. Recommend an implementation plan that uses a prioritized approach
12. Present draft report and final report. Include an on-site review of the draft report with key stakeholders, prior to developing the final product
13. Lead Public Workshop session(s) to engage the different Brenham community groups: provide a forum for input from citizens – current users and non-library users; provide a roadmap for what the Community Needs Assessment is and its use in the planning stages for the new library; If desired, a second Public Information session that shares the preliminary site selection and basis for the public/private funding of a new library (could be connected with a campaign supporting a bond referendum or city council action for Certificates of Obligation; public-private partnership financing also a possibility
14. Attend meetings with the Master Plan Implementation committee as necessary or appropriate; and other Stakeholder forums

- 29. Conceptual Site; Building; and Furnishings budgets; Program Development budget including soft costs estimate**

#### **SITE SELECTION**

- 30. Using the Site Criteria developed in the preceding Programming process, the designated site candidates will be evaluated for degree of meeting or exceeding the site criteria. Factors such as: current ownership (City, County, or other); available utilities; site elevation contours; probable soil conditions to evaluate foundation costs; potential for amenities such as a pocket park or other outdoor library controlled space; location favorable to community access criteria and supportive or enhancement potential toward the Brenham Master Plan objectives;**
- 31. Assumption that three sites to five sites can be conceptually evaluated, with a shortlist developed of two sites for further, more detailed study. The shortlist's detailed study effort may include necessary costs unless information or data is already available or evident, i.e. environmental or haz-mat studies; geotechnical reports; property survey; deed and title confirmation; utility and easement information; traffic counts on bordering main or secondary arterials**
- 32. If the Brenham High School building or another existing/historic structure is a shortlist candidate, additional engineering technical evaluation fees may be required. Possible MEP evaluation; Structural engineering evaluation; and additional contact effort with the local preservation organization or County Historical Commission (CHC) and possibly the Texas Historical Commission (THC) may be warranted.**
- 33. Sites under consideration that require acquisition will be evaluated confidentially to avoid pricing spikes if requested by the City**
- 34. If the site(s) are adjacent to or in neighborhood or other special designation overlays, it is advisable to conduct an information session prior to official consideration or designation as a selected site. Komatsu can include two (2) such sessions in our proposal as a fee placeholder; if more are required we can identify a per session cost and would require authorization from the City to engage in such additional meetings**
- 35. Assist the Building Committee and stakeholders with interpreting their "vision" of the library as a landmark or an opportunity for "place making" in the community in terms of which site holds the most potential to achieve that vision, presence, and character**

#### **PORTFOLIO: ENVISIONING THE BRENHAM PUBLIC LIBRARY**

- 36. Development of collateral materials and information to assist the Community leadership and stakeholders, Council and County leaders, and City staff with a broad-based Information and Support effort and outreach toward all sectors of the larger Brenham and Washington County community**
- 37. Provide an Executive Summary of the benefits to Brenham's educational, economic development, and quality of life standings. Outline the many uses along with the traditional "library" attributes, i.e. job searches; equipment and product specifications and sources searches; a community gathering place as a children's, youth, and adult "information"**

### LIBRARY PROGRAMMING

15. Demographics – population is a factor in using a benchmark of physical space allocation per capital of the service population - city or county populations, depending on The City of Brenham’s services policies
16. Typical collections percentages of similar size libraries; reference and collections variation by Brenham community emphasis; cooperative programs with other lending institutions; special collections and policies, etc.
17. Collections shelf linear footage requirements; growth capacity in shelf space – typically 20 year horizon; multi-media, electronic data, and web-based database and collections access
18. Staff and peer library professional interviews; Fortnightly Club leadership interviews; Stakeholder interviews
19. Library Technology: Check-out; accessioning/de-accessioning system; circulation processing, Wi-Fi; Voice/Data; internal local area network/server compatibility/link with City; Audio Visual; Security (CCTV or other);
20. Staff Functional Areas: Functional adjacencies; Work areas; Collections processing; Administrative offices; Receiving and Processing; Support areas; Book deposit; Auto book drop; etc.
21. Public areas: Activity adjacencies and separation/quiet zone designations; Community and Children’s Program Room(s); Check-out; Circulation; Reference; On-line workstations/carrels; Collections and Stack Range Areas; Reading Room; Commons and Casual Seating Areas; Study Rooms; Study Tables; Children’s Library; Young Adult/Teen Commons; etc.
22. Special Functions: Fortnightly Bookstore; Storage; In-Library Book sales; Refreshments concession or vending area (a la Café AfterWords)
23. Site requirements and amenities - Criteria: Parking; Drive-thru; Outdoor potential depending on context - Pocket Park; Courtyard or Terrace Commons
24. Potential shared or common location City services – Senior Citizen activities; Parks & Recreation; Community Center style functions
25. Fixtures, Furnishings, and Equipment (FF&E) – specification and technical requirements; recommendations for manufacturer’s sources; Staff requirements for information management, i.e. central file storage; personal workstation requirements; inventory and processing equipment; conference and community program room seating; customer/patron area furnishings
26. Building Design Characteristics: Vernacular and cultural interpretation; Context and site setting design influences, i.e. open park setting; urban streetscape setting; adaptive use of existing or historic building; other
27. Environmental Control: Public Spaces and Workplace Ambiance: Lighting; day-lighting; acoustics; interior finishes color and texture; Special environments for collection media if required
28. Sustainable Design: energy efficient heating and cooling system considerations; window treatments; local and recycled materials; water conservation; other considerations if desired

commons; affordable advanced media access; supplement the continuing education opportunities and primary resources at public and private K-12 facilities, and the local and regional community college institutions. Bringing the library as a resource up to service capabilities for a growing greater Brenham and Washington County population.

38. Fact Sheet – Description of the proposed library funding; proposed construction cost; square footage for size; full capacity of collections; new features; what it will accomplish from the Brenham Master Plan objectives and the community priorities (jobs, business (agricultural and mercantile), revitalization of Brenham, education, community gather place as an amenity
39. Accompanying board size or poster size print and image media: Highlight the unique role potential of the public library within the larger vision of Brenham and its master plan objectives; how the library will contribute as an activity center and destination with spin-off potential for surrounding businesses and institutions and other public spaces
40. Conceptual floor plan on the selected site plan
41. Conceptual elevation(s) of the Library
42. Conceptual rendering of the potential Library image, capturing its presence and as a visual identity image complimenting the community’s vision of Brenham

**PROFESSIONAL FEES: Phase I (\*recommended)**

Community Needs Assessment Master Plan 1-14

- |  |           |
|--|-----------|
| A. Basic Fee                           | \$15,000* |
| 1. Community Meetings – if more than 2 | \$ 2,500  |

Library Programming 16-30

- |                  |            |
|------------------|------------|
| A. Basic Fee     | \$ 10,000* |
| 2. Cost Estimate | \$ 3,000*  |

Site Selection 31-36 – 5 Preliminary; 2 Final;

- |  |           |
|--|-----------|
| A. Basic Fee                                       | \$ 5,000* |
| 3. Option – Existing Building Engineer Evaluation  | \$ 8,000  |
| 4. Option - Testing if Required – Geotech; Haz-Mat | \$ Varies |

Portfolio: Envisioning the Brenham Public Library 37-43

- |   |               |
|---|---------------|
| A. Basic Fee                                | \$15,000*     |
| 5. Option – Additional renderings beyond 1  | \$ 1,800 each |
| 6. Option – Additional public presentations | \$ 1,000 each |
| 7. Expenses – Travel, Printing & Materials  | \$ 4,000*     |

<b>TOTAL RECOMMENDED:</b>	<b>\$ 52,000*</b>
<b>TOTAL WITH ALL OPTIONS</b>	<b>\$ 62,300</b>

**PHASE II: DESIGN AND CONSTRUCTION DOCUMENTS; CONSTRUCTION ADMINISTRATION**

6

City of Brenham Public Library

Scope of Work: May 16, 2012

Phase II services fees will be based on approved Phase I site selection, programmed building scope square footage, and conceptual design,. Phase 1 concept fees (\$28,000) deduct from Phase II fees



## AGENDA ITEM 9

<b>DATE OF MEETING:</b> July 5, 2012	<b>DATE SUBMITTED:</b> June 26, 2012	
<b>DEPT. OF ORIGIN:</b> Public Works	<b>SUBMITTED BY:</b> Kim Hodde	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 <sup>ST</sup> READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon a Request for a Noise Variance from the Washington County Tea Party to be Held at the Washington County Courthouse Gazebo from 7:00 A.M. to 1:00 P.M. on October 20, 2012		
<b>SUMMARY STATEMENT:</b> The Washington County Tea Party has asked for a variance to the noise ordinance for a rally they will be having at the Gazebo of the Washington County Courthouse on October 20, 2012. They will be having patriotic as well as speeches and education in civics, educating the people about the political process and encouraging all people to do research on the issues and the candidates and to get out and vote. They will be using sound amplification equipment. The Brenham Police Department does not object to granting the variance, and therefore, asks the City Council to approve the variance request.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
A. PROS:		
B. CONS:		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> 1) Noise variance request		
<b>FUNDING SOURCE (Where Applicable):</b>		
<b>RECOMMENDED ACTION:</b> Approve a request for a noise variance from the Washington County Tea Party to be held at the Washington County Courthouse Gazebo from 7:00 A.M. to 1:00 P.M. on October 20, 2012.		
<b>APPROVALS:</b> Rex Phelps and Ricky Boeker		

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Washington County TEA Party

2. Name and address of individual making application on behalf of sponsoring organization: Sandra Kindt  
1205 Fm 390 E, Brenham, TX 77833

3. Purpose of the Event: Rally

4. Location of Event: County Courthouse Gazebo & Lawn

5. Date of the event: 10-20-2012

6. Time of Event: 9am - 11am

7. Event Set-up: From: 7am To: 9am

Event Clean-up: From: 11am To: 1pm

8. You are required to describe the following:  
a) Types of Activities Planned and any additional information specific to this event: Music, speeches & education in civics

b) Bands/Musical Instruments: Small quartet

c) Sound amplification equipment: Microphone amp

d) Cleanup provisions: TEA party members will do cleanup

Lynwood Kindt  
Name of Applicant (Printed or Typed)

Date: 6-13-12

[Signature]  
Applicant or Authorized Person's Signature

Phone: 979 525 1128

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: 6-13-12

\*\*\*\*\*

APPROVED                       DENIED

  
\_\_\_\_\_  
Rex Phelps, Chief of Police

Date: \_\_\_\_\_

Comments/Reason for Denial:  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

APPROVED                       DENIED

  
\_\_\_\_\_  
Ricky Boeker, Chief of Fire Department

Date: 6-22-12

Comments/Reason for Denial:  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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

\_\_\_\_\_  
Milton Y. Tate, Jr., Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jeana Bellinger, City Secretary

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## AGENDA ITEM 10

<b>DATE OF MEETING:</b> July 5, 2012	<b>DATE SUBMITTED:</b> June 27, 2012	
<b>DEPT. OF ORIGIN:</b> Development Services	<b>SUBMITTED BY:</b> Julie Fulgham	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 <sup>ST</sup> READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon the Appointment of a New Member to the City of Brenham Board of Adjustment		
<b>SUMMARY STATEMENT:</b> The Board of Adjustment is established to consider variances, special exceptions, and appeals of the interpretation of any order, requirement, decision, or determination by the zoning administrator as it relates to the Zoning Ordinance.  A concurring vote of four of the five members is necessary for the Board to take any action; therefore it is important there are no vacancies. Board member Greg Jerking resigned in April and Mike Haywood has applied to fill that unexpired term.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>  A. <b>PROS:</b> N/A  B. <b>CONS:</b> N/A		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> (1) Request for Appointment received from Mike Haywood		
<b>FUNDING SOURCE (Where Applicable):</b> N/A		
<b>RECOMMENDED ACTION:</b> Approve the appointment of Mike Haywood to the Board of Adjustment to fill the unexpired term of Greg Jerking that will expire in December of 2012.		
<b>APPROVALS:</b> Terry K. Roberts		



REQUEST FOR APPOINTMENT TO  
CITY OF BRENHAM  
BOARDS AND COMMISSIONS

Name of Board or Commission in which you have an interest:

- |  |  |
|--|--|
| <input type="checkbox"/> Airport Advisory Board              | <input checked="" type="checkbox"/> Board of Adjustments and Appeals |
| <input type="checkbox"/> Brenham Community Development Corp. | <input type="checkbox"/> Brenham Housing Authority                   |
| <input type="checkbox"/> Building Standards Commission       | <input type="checkbox"/> Hotel Occupancy Tax Board                   |
| <input type="checkbox"/> Library Advisory Board              | <input type="checkbox"/> Main Street Board                           |
| <input type="checkbox"/> Parks & Recreation Board            | <input type="checkbox"/> Planning & Zoning Board                     |

*(Composition, terms, duties and responsibilities are outlined on the Attachment)*

Name: Mr. Haywood Michael S.  
(Title) (Last) (First) (Middle)

Residence Address: 2681 Cantey St, Brenham TX 77833  
(Street) (City) (State) (Zip)

Mailing Address: (If different from above)  
\_\_\_\_\_  
(Street) (City) (State) (Zip)

Preferred Phone and Fax: 281 989-3428 979 337-9469  
(Phone) (Fax)

Email Address: MIKE@MISSIONBRENHAMTX.ORG

Occupation: Executive Director

Employer: Mission Brenham

Are you a resident of the City of Brenham?  Yes \_\_\_ No Length of residency: 2 years

Are you a resident of Washington County?  Yes \_\_\_ No Length of residency: same

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board to which you seek appointment?

\_\_\_ Yes  No If yes, explain: \_\_\_\_\_

Applicant Name: Michael S. Haywood

**BACKGROUND**

Education/Training: BS / College of Biblical Studies / Reformed Theological

Areas of Interest: People

Current or Past Volunteer Experience/Community Service:

Please specify current or past volunteer experience/community service, if any, on Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities. Additional information may be attached.

Organization: Open Door Mission 7 year Board

Organization: College of Biblical Studies 3 years Board

Organization: Rotary Brenham TX

Organization: Chamber WASHINGTON Co

\*\*\*\*\*

~~Reasons for seeking appointment:~~ Please attach a brief narrative outlining your interests and qualifications for seeking this appointment. You may also add a resume or any additional documentation.

**I have read and understand the instructions and appointment process.** I certify that all statements that I have made on this application and other supplementary materials are true and correct. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

Michael S. Haywood  
Signature

6/20/12  
Date

**FILE THIS COMPLETED APPLICATION ALONG WITH THE CONSENT FOR FELONY BACKGROUND HISTORY FORM WITH CITY SECRETARY'S OFFICE ON OR BEFORE 5:00 P.M. ON OCTOBER 1ST**

City of Brenham - City Secretary  
P. O. Box 1059  
Brenham, Texas 77834-1059  
Phone: 979-337-7567  
Fax: 979-337-7568

*(Original copy will be kept on file in the City Secretary's office for 12 months from the date of submission)*



## AGENDA ITEM 11

<b>DATE OF MEETING:</b> July 2, 2012	<b>DATE SUBMITTED:</b> July 5, 2012	
<b>DEPT. OF ORIGIN:</b> Police Department	<b>SUBMITTED BY:</b> Chief Rex Phelps	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 <sup>ST</sup> READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 <sup>ND</sup> READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 25, Traffic, of the Code of Ordinances of the City of Brenham, to Amend Article III, Stopping, Standing and Parking Inside the City Limits		
<b>SUMMARY STATEMENT:</b> The Ordinance needs to be changed to effectively enforce the parking or storing of certain types of vehicles and trailers on the public <i>streets</i> . The current Ordinance’s language allows violators to repeatedly violate the intention of the Ordinance. The current Ordinance mandates a 24 hour notice each time before enforcement even if there has been numerous prior notifications and warnings. The language should accurately reflect the intention of the Ordinance.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
<p style="margin-left: 40px;"><b>A. PROS:</b> Render the ordinance enforceable to effectively ensure safety and good order.</p> <p style="margin-left: 40px;"><b>B. CONS:</b> None identified.</p>		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b> N/A		
<b>ATTACHMENTS:</b> (1) Proposed new Ordinance; (2) Redlined version of current ordinance indicating recommended changes.		
<b>FUNDING SOURCE (Where Applicable):</b> N/A		
<b>RECOMMENDED ACTION:</b> Approve an Ordinance on its first reading amending Chapter 25, Traffic, of the Code of Ordinances of the City of Brenham, to amend Article III, Stopping, Standing and Parking Inside the City Limits.		
<b>APPROVALS:</b> Terry K. Roberts		

## ORDINANCE \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 25, ARTICLE III, DIVISION 1, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS; PROVIDING FOR THE REGULATION OF STOPPING, STANDING, AND PARKING IN THE CITY; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETINGS.**

**WHEREAS**, pursuant to Texas Local Government Code section 51.001, the City of Brenham, Texas (“City”) has the authority to adopt ordinances and regulations that are for the good government, peace and order of the City; and

**WHEREAS**, the City Council desires to amend the provisions of Chapter 25, Article III regulating Stopping, Standing, Parking, of the Code of Ordinances of the City of Brenham; and

**WHEREAS**, Chapter 25, Article III Stopping, Standing, Parking, of the Code of Ordinances of the City of Brenham, Texas shall be amended as follows; and

**WHEREAS**, the general welfare, health, morals and safety of the citizens of the City will be promoted by the enactment of this Ordinance;

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

### **SECTION 1**

Section 25-33, Time limit for trailer parking within the city, of the Code of Ordinances shall be amended to read as follows:

#### **Sec. 25-33. Time limit for trailer parking within the city.**

- (a) *Parking*. It shall be unlawful for any person to leave, stand, or park a trailer, semi-trailer, pole trailer, house trailer, or recreational camper trailer, either attached or unattached to a motor vehicle, on the public streets of the city. This section does not apply to authorized emergency vehicles and/or any other vehicles as determined exempted by the City of Brenham. It is a defense to prosecution under this section that the trailer was: (1) actually in the process of being loaded or unloaded; or (2) parked while the driver or operator is performing a service visit.

## SECTION 2

Section 25-34, Penalties for violation of parking, of the Code of Ordinances shall be amended to read as follows:

### **Sec. 25-34. Penalties for violation of parking.**

Any person, firm or corporation violating the provisions of this article shall be fined and/or otherwise penalized not less than one dollar (\$1.00) nor more than two hundred dollars (\$200.00) for each offense committed; provided however, if state law provides for a different penalty for a violation of any provision of this article, such state law shall control over the fine and/or penalty provided for herein.

## SECTION 3.

Section 25-35, Towing of illegally parked vehicles, of the Code of Ordinances shall be amended to read as follows:

### **Sec. 25-35. Towing of illegally parked vehicles.**

- (a) *Authority granted.* The police department, and all members thereof, are hereby authorized to remove and tow away, or have removed and towed away by a commercial towing service, any car or other vehicle illegally parked in any place, or where parked vehicle creates or constitutes a traffic hazard, blocks the use of a fire hydrant, obstructs or may obstruct the movement of any emergency vehicle.
- (b) *Storage and restoration to owner.* Vehicles so towed away for illegal parking shall be stored in a safe place and shall be restored to the owner or operator of such car upon payment of all parking citations against said vehicle plus applicable towing.
- (c) *Records.* When a motor vehicle is authorized to be towed away, the police department shall keep and maintain a record of the vehicle towed listing the color, year of manufacture, manufacturer's trade name, manufacturer's series name, body style, vehicle identification number, odometer reading, and license plate year and number displayed on the vehicle. The record shall also include the date and hour of tow, location towed from, location towed to, reason for towing, and the name of the officer authorizing the tow.

## SECTION 4.

Section 25-36, Parking for certain purposes and/or places prohibited, shall be added to the Code of Ordinances to read as follows:

**Sec 25-36 Parking for certain purposes and/or places prohibited.**

It shall be unlawful to park a vehicle upon any roadway or street for the principal purpose of: (1) displaying such vehicle for sale; (2) washing, greasing, changing oil, or repairing such vehicle. Except repairs necessitated by an emergency and/or vehicle that has broken down; (3) no person shall park on any street or roadway any vehicle and/or trailer for the primary purpose of advertising, except as permitted by the city; (4) no person shall park or leave parked any vehicle and/or trailer in any city park during prohibited hours of 11:00 p.m. to 5:00 a.m., except as permitted by the city; and (5) no person shall park or leave parked any vehicle and/or trailer in any city park at any time of the day or night for the primary purpose of advertising or storage, except as permitted by the city.

**SECTION 5.**  
**SAVINGS CLAUSE**

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 6.**  
**SEVERABILITY**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. City hereby declares that it would have passed this Ordinance, and each section, subsection, sentences, clauses and phrases be declared unconstitutional or invalid.

**SECTION 7.**  
**REPEALER**

Any other ordinances or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

**SECTION 8.**  
**EFFECTIVE DATE**

This Ordinance shall become effective upon adoption and publication as required by law.

**SECTION 9.**  
**PROPER NOTICE AND MEETINGS**

It is hereby officially found and determined that the meetings at which this ordinance was passed were open to the public as required and that public notice of the time, place and purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED**, on its first reading at the meeting of the City Council held on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**PASSED AND APPROVED**, on its second reading at the meeting of the City Council held on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Milton Y. Tate, Jr.  
Mayor

**ATTEST:**

\_\_\_\_\_  
Jeana Bellinger, TRMC  
City Secretary

**Chapter 25 - TRAFFIC**

**ARTICLE III. STOPPING, STANDING, PARKING**

**DIVISION 1. - GENERALLY**

**Sec. 25-33. Time limit for trailer parking within the city.**

(a) *Parking.* It shall be unlawful for any person to leave, stand, or park a trailer, semi-trailer, pole trailer, house trailer, or recreational camper trailer, either attached or unattached to a motor vehicle, on the public streets of the city. This section does not apply to authorized emergency vehicles and/or any other vehicles as determined exempted by the City of Brenham. It is a defense to prosecution under this section that the trailer was: (1) actually in the process of being loaded or unloaded or (2) parked while the driver or operator is performing a service visit.

**Deleted:** for a period of time in excess of three (3) hours

**Sec. 25-34. Penalties for violation of parking.**

Any person, firm or corporation violating the provisions of this article shall be fined and/or otherwise penalized not less than one dollar (\$1.00) nor more than two hundred dollars (\$200.00) for each offense committed; provided however, if state law provides for a different penalty for a violation of any provision of this article, such state law shall control over the fine and/or penalty provided for herein.

**Deleted:** . (b) - *Notice of violation.* At least twenty-four (24) hours prior to the imposition of any penalty, the operator and/or owner of said trailer shall receive actual or constructive notice that said vehicle is in violation of this section. Said notice shall give the operator and/or owner of said trailer notice that the continued parking of the trailer in such area is in violation of this section. ¶

¶  
(c) - *Penalty for violation.* Any person, firm or corporation violating the provisions of this section shall be fined in a sum not less than one dollar (\$1.00) and not more than two hundred dollars (\$200.00) plus costs. ¶

**Sec. 25-35. Towing of illegally parked vehicles.**

(a) *Authority granted.* The police department, and all members thereof, are hereby authorized to remove and tow away, or have removed and towed away by commercial towing service, any car or other vehicle illegally parked in any place, or where parked vehicle creates or constitutes a traffic hazard, blocks the use of a fire hydrant, obstructs or may obstruct the movement of any emergency vehicle.

**Deleted:** assigned to traffic duty

(b) *Storage and restoration to owner.* Vehicles so towed away for illegal parking shall be stored in a safe place and shall be restored to the owner or operator of such car upon payment of all parking citations against said vehicle plus applicable towing.

**Deleted:** , or has more than four (4) delinquent parking tickets against the vehicle

(c) *Records.* When a motor vehicle is authorized to be towed away, the police department shall keep and maintain a record of the vehicle towed listing the color, year of manufacture, manufacturer's trade name, manufacturer's series name, body style, vehicle identification number, odometer reading, and license plate year and number displayed on the vehicle. The record shall also include the date and hour of tow, location towed from, location towed to, reason for towing, and the name of the officer authorizing the tow.

**Sec. 25-36. Parking for certain purposes and/or places prohibited.**

It shall be unlawful to park a vehicle upon any roadway or street for the principal purpose of: (1) displaying such vehicle for sale; (2) washing, greasing, changing oil, or repairing such vehicle. Except repairs necessitated by an emergency and/or vehicle that has broken down; (3) no person shall park on any street or roadway any vehicle and/or trailer for the primary purpose of advertising, except as permitted by the city; (4) no person shall park or leave parked any vehicle and/or trailer in any city park during prohibited hours of 11:00 p.m. to 5:00 a.m., except as permitted by the city; and (5) no person shall park or leave parked any vehicle and/or trailer in any city park at any time of the day or night for the primary purpose of advertising or storage, except as permitted by the city.

Deleted: 10

Deleted: 6