



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY FEBRUARY 7, 2013 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Y. Tate, Jr.**
- 3. 3-a. New Employees**
 - Cleveland McBride - Water Construction
 - Clark Akers - Street Dept.
- 3-b. Service Recognitions**
 - Ricky Boeker , Fire Department – 5 years
 - Stephen Draehn, Central Communications – 5 years
 - Will Felder Jr., Library – 5 years
 - Richard Magjarevich, Central Communications - 10 years
- 4. Proclamation**
 - **FCCLA Week: “Make Your Mark” - February 10-16, 2013**
- 5. Citizens Comments**

CONSENT AGENDA

6. Statutory Consent Agenda

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

- 6-a. Discuss and Possibly Act Upon Ordinance No. O-13-002 on Its Second Reading for the Creation of Reinvestment Zone Number 36 Requested by Brazos Valley Brewing Company for Commercial-Industrial Tax Phase-In Incentive on a Two (2) Certain Tracts of Land Containing a Total of 0.526 Acres, More or Less, Being Located at 201 West First Street, Brenham, Texas, with Boundaries Further Described in Exhibit "A" of Said Ordinance, and Designating This Property as Qualifying for Tax Phase-In** **Page 2 - 6**

REGULAR AGENDA

- 7. Discuss and Possibly Act Upon Resolution No. R-13-001 of the City Council of the City of Brenham, Texas, Adopting a Commercial Tax Phase-In Agreement with Brazos Valley Brewing Company, LLC** **Page 7 - 24**
- 8. Discuss and Possibly Act Upon Final Payment to Collier Construction, LLC for Westwood Drive Improvements and Authorize the Mayor to Execute any Necessary Documentation** **Page 25 - 35**
- 9. Discuss and Possibly Act Upon Authorization of Final Payment to 1 Priority Environmental Services, Inc. for Asbestos Abatement and Structural Demolition of the Former Municipal Building Located at 210 N. Park Street and Authorize the Mayor to Execute Any Necessary Documentation** **Page 36 - 39**
- 10. Discuss and Possibly Act Upon Recommendations for Appointments to Various City Advisory Boards** **Page 40 - 52**

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

11. 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 February 7, 2013 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on February 4, 2013 at **12:45 P.M.**

Jeana Bellinger, TRMC

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 _____, 2013 at _____ AM PM.

Signature

Title

PROCLAMATION

WHEREAS, Family, Career and Community Leaders of America (FCCLA), the national career and technical student organization for family and consumer sciences students through grade 12, helps youth assume their roles in society through family and consumer sciences education in areas of personal growth, family life, vocational preparation and community involvement; and

WHEREAS, FCCLA extends classroom learning through chapter projects that develop leadership and initiative and helps our youth learn how to plan, make decisions and carry out and evaluate programs of action as they work with other youth and adults in their school and community; and

WHEREAS, The members and teachers of the FCCLA chapters at Brenham High School shine as role models both in and out of the classroom; they are dedicated to making a difference in Brenham; and

WHEREAS, It is right and just for the City Council and the residents of Brenham to join recognize FCCLA and its members for that dedication;

Now, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do Hereby Proclaim February 10 – 16, 2013 as

FCCLA Week: "Make Your Mark"

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

Milton Y. Tate Jr., Mayor
City of Brenham

ORDINANCE NO. O-13-002

AN ORDINANCE DESIGNATING ALL THAT CERTAIN 0.1901 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF BRENHAM, A. HARRINGTON SURVEY, A-55, WASHINGTON COUNTY, TEXAS, BEING A PORTION OF THE ORIGINAL TOWN LOT 93 AND CONTAINING A PORTION OF TRACT ONE, A CALLED 7,965 SQ. FT. TRACT LESS A CALLED 405 SQ. FT. TRACT AND TRACT TWO, THE RESIDUE OF A CALLED 8,302.5 SQ. FT. TRACT LESS A CALLED 0.179 ACRE TRACT DESCRIBED IN A DEED FROM JOE MICHAEL HUDEC, ET UX TO KAREN WHATLEY DATED MAY 26, 2006, AS RECORDED IN VOLUME 1204, PAGE 879, OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS AS WELL AS ALL THAT CERTAIN 0.3359 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF BRENHAM, A. HARRINGTON SURVEY, A-55, WASHINGTON COUNTY, TEXAS, BEING A PORTION OF THE ORIGINAL TOWN LOT 93, CONTAINING THE SAME PROPERTY DESCRIBED IN A DEED FROM JOE MICHAEL HUDEC, ET UX TO KAREN WHATLEY DATED MAY 26, 2006, RECORDED IN VOLUME 1204, PAGE 884, OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, SAID 0.1901 ACRE TRACT AND 0.3359 ACRE TRACT BEING MORE FULLY DESCRIBED HEREIN, AS REINVESTMENT ZONE NUMBER THIRTY-SIX 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 31st day of January, 2013, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Thirty-Six. The notice of such hearing was published on January 24, 2013, 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-Six 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 15th 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-Six 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-Six, designated as all that certain 0.1901 acre tract or parcel of land situated in the City of Brenham, A. Harrington Survey, A-55, Washington County, Texas, being a portion of the Original Town Lot 93 and containing a portion of Tract One, a called 7,965 sq. ft. tract less a called 405 sq. ft. tract and Tract Two, the residue of a called 8,302.5 sq. ft. tract less a called 0.179 acre tract described in a deed from Joe Michael Hudec, et ux to Karen Whatley dated May 26, 2006, recorded in Volume 1204, Page 879, Official Records of Washington County, Texas as well as all that certain 0.3359 acre tract or parcel of land situated in the City of Brenham, A. Harrington Survey, A-55, Washington County, Texas, being a portion of the Original Town Lot 93, containing the same property described in a deed from Joe Michael Hudec, et ux to Karen Whatley dated May 26, 2006, recorded in Volume 1204, Page 884, Official Records of Washington County, Texas, said property being located at 201 West First Street, 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-Six for Commercial Tax Phase-In, City of Brenham, Texas.

Section 4. That the designation of Reinvestment Zone Number Thirty-Six 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-Six for Commercial Tax Phase-In and the written agreement thereof are in accordance with the City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises and will be a benefit to the land which will be included within the Reinvestment Zone and to the City of Brenham after the expiration of the agreement.

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

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

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Property (including any improvements):**TRACT ONE AND TRACT TWO:**

All that certain 0.1901 acre tract or parcel of land situated in the City of Brenham, A. Harrington Survey, A-55, Washington County, Texas, being a portion of the Original Town Lot 93 and containing a portion of Tract One, a called 7,965 sq. ft. tract called 405 sq. ft. tract and Tract Two, the residue of a called 8,302.5 sq. ft. tract less a called 0.179 acre tract described in a deed from Joe Michael Hudec, et ux to Karen Whatley dated May 26, 2006, recorded in Volume 1204, Page 879, Official Records of Washington County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

TRACT THREE:

All that certain 0.3359 acre tract or parcel of land situated in the City of Brenham, A. Harrington Survey, A-55, Washington County, Texas, being a portion of the Original Town Lot 93, containing the same property described in a deed from Joe Michael Hudec, et ux to Karen Whatley dated May 26, 2006, recorded in Volume 1204, Page 884, Official Records of Washington County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Reservations From and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following exception(s) from conveyance and warranty, but only to the extent the same are valid and subsisting and relate to the property:

1. Such presently valid and subsisting easements, if any, to which the above property is subject, as may be actually located upon the ground, which are not of record.
2. Any portion of the property herein described, if any, which falls within the boundaries of any road or roadway.
3. Mineral and/or Royalty Reservation appearing in Deed dated January 5, 2001, executed by Cheryl Kay Gaskamp and Deborah Eilers, Trustees for the benefit of the Leslie C. Tesch Residuary Trust to Joe Michael Hudec and wife, Kennieth Kay Hudec, recorded in Volume 976, Page 974, Official Records of Washington County, Texas, together with all rights incident thereto. (as to Tract One and Tract Two)
4. Boundary Line Agreement dated May 14, 1974, executed by Lorena Lehrmann, et al to H.A. Bosker, Jr., recorded in Volume 328, Page 650, Deed Records of Washington County, Texas, together with all rights incident thereto. (as to Tract Three)



AGENDA ITEM 7

DATE OF MEETING: February 7, 2013		DATE SUBMITTED: February 4, 2013
DEPT. OF ORIGIN: Development Services		SUBMITTED BY: Julie Fulgham
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-13-001 of the City Council of the City of Brenham, Texas, Adopting a Commercial Tax Phase-In Agreement with Brazos Valley Brewing Company, LLC		
SUMMARY STATEMENT: Brazos Valley Brewing Company, LLC is planning to start a micro-brewery in a downtown building located at 201 W. First St. The use of the Tax Phase-In incentive will enhance the economic viability of their start-up business in Brenham’s historic downtown, as well as help to offset tax costs that can be more productively used toward equipment purchases or labor costs. We also believe this project will serve as a positive economic catalyst to revitalize the Southside District as called upon in the Downtown Master Plan. Brazos Valley Brewing company will create a total of 11 new jobs generating \$405,000 in payroll over the term of the agreement as well as a \$350,000 capital investment over the term of the agreement.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Resolution R-13-001		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve Resolution No. R-13-001 of the City Council of the City of Brenham, Texas, Adopting a Commercial Tax Phase-In Agreement with Brazos Valley Brewing Company, LLC.		
APPROVALS: Terry K. Roberts		

RESOLUTION NO. R-13-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, ADOPTING A COMMERCIAL TAX PHASE-IN AGREEMENT WITH BRAZOS VALLEY BREWING COMPANY, LLC; 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 Brazos Valley Brewing Company, LLC, a Texas limited liability company;

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 Brazos Valley Brewing Company, LLC, a Texas limited liability company.

Section 3: That the Mayor is hereby authorized to execute the Tax Phase-In Agreement between the City of Brenham, Texas and Brazos Valley Brewing Company, LLC, 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 _____ day of _____, 2013.

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

ATTEST:

Jeana Bellinger, City Secretary
City of Brenham, Texas

**AGREEMENT FOR DEVELOPMENT AND TAX PHASE-IN
IN REINVESTMENT ZONE NO. 36 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 BRAZOS VALLEY BREWING COMPANY, LLC, a Texas limited liability company, 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 February 7, 2013, the COUNCIL, by Ordinance, established Reinvestment Zone No. 36, 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 201 West First Street and described more particularly as that certain tract of land containing 0.1901 and 0.3359 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 at least Two Hundred Fifty Thousand One and No/100 Dollars (\$250,001.00) 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 3 – Downtown Zone," said Table 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. **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.

9. **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.

10. **Tax Phase-In Amount.** COMPANY shall receive tax phase-in incentives for eligible property improvements in accordance with the schedule as provided in "Table 3 – Downtown Zone," 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.

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, subject to verification by the City of Brenham and/or the Compliance Review Committee. 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 at least Two Hundred Fifty Thousand One and No/100 Dollars (\$250,001.00). Notwithstanding anything contained herein to the contrary, COMPANY and CITY agree that the amount of eligible property improvements as set forth herein are based on projected property improvement, and the actual amount of tax phase-in incentives shall be determined annually by Table 3 of the POLICY based on the actual eligible improvements. COMPANY agrees to reasonably cooperate with CITY to determine compliance with this Agreement and the applicable level of tax phase-in incentives.

11. **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."

12. **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 (except for property owners in a Downtown Zone);
- Fauna;
- Flora (excluding landscaping improvements);
- Retail facilities (except for property owners in a Downtown Zone);
- 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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

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

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

21. **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.

22. **Definitions.** 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.

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

24. 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.

25. 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.

26. 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 its duly authorized officials this Agreement in multiple counterparts, each of equal dignity, on this the _____ day of _____, 2013.

**BRAZOS VALLEY
BREWING COMPANY, LLC**

CITY OF BRENHAM

BY: _____
Todd Inmon
Chief Financial Officer
201 West First Street
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 _____, 2013.

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 **TODD INMON**, Chief Financial Officer of Brazos Valley Brewing Company, LLC, 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 _____, 2013.

Notary Public in and for
The State of Texas

Property (including any improvements):**TRACT ONE AND TRACT TWO:**

All that certain 0.1901 acre tract or parcel of land situated in the City of Brenham, A. Harrington Survey, A-55, Washington County, Texas, being a portion of the Original Town Lot 93 and containing a portion of Tract One, a called 7,965 sq. ft. tract called 405 sq. ft. tract and Tract Two, the residue of a called 8,302.5 sq. ft. tract less a called 0.179 acre tract described in a deed from Joe Michael Hudec, et ux to Karen Whatley dated May 26, 2006, recorded in Volume 1204, Page 879, Official Records of Washington County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

TRACT THREE:

All that certain 0.3359 acre tract or parcel of land situated in the City of Brenham, A. Harrington Survey, A-55, Washington County, Texas, being a portion of the Original Town Lot 93, containing the same property described in a deed from Joe Michael Hudec, et ux to Karen Whatley dated May 26, 2006, recorded in Volume 1204, Page 884, Official Records of Washington County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Reservations From and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following exception(s) from conveyance and warranty, but only to the extent the same are valid and subsisting and relate to the property:

1. Such presently valid and subsisting easements, if any, to which the above property is subject, as may be actually located upon the ground, which are not of record.
2. Any portion of the property herein described, if any, which falls within the boundaries of any road or roadway.
3. Mineral and/or Royalty Reservation appearing in Deed dated January 5, 2001, executed by Cheryl Kay Gaskamp and Deborah Eilers, Trustees for the benefit of the Leslie C. Tesch Residuary Trust to Joe Michael Hudec and wife, Kennieth Kay Hudec, recorded in Volume 976, Page 974, Official Records of Washington County, Texas, together with all rights incident thereto. (as to Tract One and Tract Two)
4. Boundary Line Agreement dated May 14, 1974, executed by Lorena Lehrmann, et al to H.A. Bosker, Jr., recorded in Volume 328, Page 650, Deed Records of Washington County, Texas, together with all rights incident thereto. (as to Tract Three)

EXHIBIT "B"
TAX PHASE-IN INCENTIVE SCHEDULES

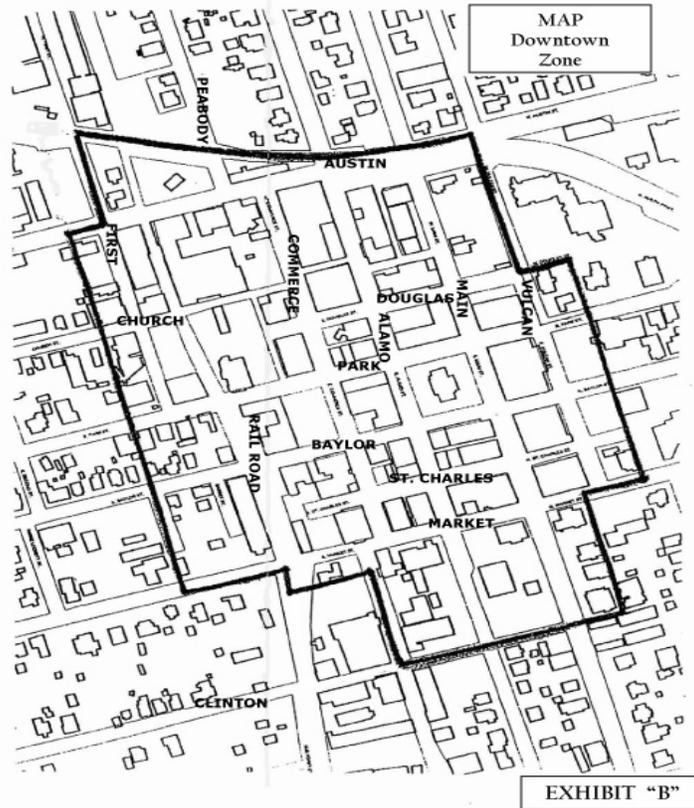
TABLE 3 Downtown Zone

Amount of valuation of
downtown reinvestment
determined by tax appraisal:

Percent of property tax to be abated each year

Valuation	1	2	3	4	5	6	7	8
\$ 50,000 to \$150,000	90	90	90	60	40	20	0	0
\$150,001 to \$250,000	90	90	90	90	60	40	20	0
\$250,001 and beyond	90	90	90	90	90	60	40	20

MAP OF DOWNTOWN ZONE





AGENDA ITEM 8

DATE OF MEETING: February 7, 2013	DATE SUBMITTED: February 4, 2013	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Grant Lischka	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Final Payment to Collier Construction, LLC for Westwood Drive Improvements and Authorize the Mayor to Execute any Necessary Documentation		
SUMMARY STATEMENT: Collier Construction, Inc. has completed the work on the Westwood Lane Paving Improvements. The construction came in \$6,825.51 over budget for a revised contract amount of \$263,965.51. The reason for the increase in was due to delays in the project that were out of the contractor's control. The contractor is responsible for any defects in materials and workmanship that may occur in the above described improvements for a period of one year, beginning on the date of acceptance by the City.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Letter from O'Malley Engineers with Cost Breakdown of Paving and Drainage Values dated January 24, 2013; (2) Application for Payment No. 3 & Final (with Affidavit of Bills Paid); (3) Change Order No. 1 – Reconciliation of Final Quantities; (4) Certificate of Substantial Completion; and (5) Unconditional Waiver and Release on Final Payment.		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve Final Payment in the amount of \$36, 422.11 to Collier Construction, LLC for Westwood Drive Improvements and Authorize the Mayor to Execute any Necessary Documentation.		
APPROVALS: Terry K. Roberts		



O'Malley Engineers, L.L.P.

TBPE No. F-3244

Craig Kankel, P.E.
Robert C. Schmidt, P.E.
Ed Addicks, P.E.

January 24, 2013

Mr. Grant Lischka, P.E.
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-0159

Re: City of Brenham
Westwood Lane Paving Improvements
OE Job No. 1006.68 PB

Dear Grant:

Below is a cost breakdown of paving and drainage values for the referenced project: Each is broken down into construction and engineering costs. Engineering includes engineering evaluation of improvements, basic services, construction staking, construction observation, and traffic control plan costs.

	Construction	Engineering	Total
Paving	\$211,869.49	\$45,830.00	\$257,699.49
Drainage	<u>\$ 52,096.02</u>	<u>\$11,457.50</u>	<u>\$ 63,553.52</u>
Total Cost	\$263,965.51	\$57,287.50	\$321,253.01

Should you have any questions, please do not hesitate to contact me at (979) 836-7937.

Sincerely,

Ronald W. Becker, P.E.
Project Engineer

APPLICATION FOR PAYMENT NO. 3 & Final

TO OWNER: City of Brenham, 200 West Vulcan, Brenham, Texas 77833
 FROM CONTRACTOR: Collier Construction, L.L.C., P.O. Box 1889, Brenham, Texas 77834-1889
 PROJECT: City of Brenham, Westwood Lane Paving Improvements
 OE JOB NO. 1006.068 PA/PB

CONTRACT AWARDED: April 5, 2012
 PERIOD FROM: December 1, 2012
 CONST. TIME ALLOTTED: 120 Calendar Days

NOTICE TO PROCEED: September 4, 2012
 PERIOD TO: December 31, 2012
 TIME USED: 119 Calendar Days

Item No.	Description	Contract Quantity	Completed Quantity			Unit Price	Total Value of Work Completed
			Previous Period	Current Period	Total		
1	Furnish labor and equipment to perform all excavation associated with roadway, driveway, and parking lot improvements and disposal of excess material	2,640 CY	2,640	0	2,640	\$ 9.50	\$ 25,080.00
2	Furnish labor and equipment to perform all embankment (fill) with density control associated with roadway, driveway, and parking lot improvements	282 CY	282	0	282	\$ 6.50	\$ 1,833.00
3	Furnish labor and equipment for the removal and disposal of existing asphalt pavement	1,870 SY	1,870	-442	1,428	\$ 3.00	\$ 4,284.00
4	Furnish labor and equipment for the removal and disposal of existing concrete pavement, curbs and sidewalks	1,074 SY	1,074	442	1,516	\$ 5.00	\$ 7,580.00
5	Furnish labor and material to construct 6" minimum thickness lime stabilized subgrade	5,003 SY	5,003	41.96	5,045	\$ 5.00	\$ 25,224.80
6	Furnish labor and materials to construct 6" minimum thickness reinforced concrete pavement	812 SY	812	0	812	\$ 35.00	\$ 28,420.00
7	Furnish labor and materials to construct 4" thick, 4' wide reinforced concrete sidewalk	88 LF	88	0	88	\$ 16.00	\$ 1,408.00
8	Furnish labor and materials to place 6" minimum thickness Type A, Grade 2 base material	3,930 SY	3,930	41.96	3,972	\$ 13.00	\$ 51,635.48
9	Furnish labor and materials to install 1 1/2" minimum thickness Type D hot mix asphaltic concrete (HMAC) pavement, including prime/tack coat	3,796 SY	3,796	238.76	4,035	\$ 10.00	\$ 40,347.60
10	Furnish labor and materials to construct standard concrete curb and gutter	690 LF	690	0	690	\$ 7.00	\$ 4,830.00
11	Furnish labor and materials to construct reinforced concrete curb on concrete pavement as detailed	463 LF	463	0	463	\$ 7.00	\$ 3,241.00
12	Furnish labor and materials to construct typical valley gutter with curb returns	64 SY	64	0	64	\$ 24.00	\$ 1,536.00
13	Furnish labor and materials to construct 10' reinforced concrete curb inlet	1 EA	1	0	1	\$ 8,000.00	\$ 8,000.00

Item No.	Description	Contract Quantity	Completed Quantity			Unit Price	Total Value of Work Completed
			Previous Period	Current Period	Total		
14	Furnish labor and materials to construct 5' reinforced concrete curb inlet	1 EA	1	0	1	\$ 8,900.00	\$ 8,900.00
15	Furnish labor and materials to construct area inlet	1 EA	1	0	1	\$ 6,000.00	\$ 6,000.00
16	Furnish labor and materials to install 24" RCP storm sewer	214 LF	214	0	214	\$ 92.00	\$ 19,688.00
17	Furnish labor and materials to construct concrete riprap	183 SY	83	113.89	197	\$ 18.00	\$ 3,544.02
18	Furnish labor and materials to install concrete wheel stops	38 EA	38	0	38	\$ 32.00	\$ 1,216.00
19	Furnish labor and materials to apply all pavement markings as shown on the plans	600 SF	600	0	600	\$ 14.00	\$ 8,400.00
20	Furnish labor and materials to remove existing 4" wide parking lot markings	220 LF	220	0	220	\$ 5.00	\$ 1,100.00
21	Furnish labor and materials to perform traffic control in accordance with the TxDOT permit, Texas MUTCD, plans, and specifications	1 LS	1	0	1	\$ 2,921.00	\$ 2,921.00
22	Furnish labor and materials to install proposed traffic control signage as indicated on the plans	1 EA	1	0	1	\$ 500.00	\$ 500.00
23	Perform trench safety per technical specification section 31 50 00, 5' and over cut	214 LF	214	0	214	\$ 1.00	\$ 214.00
24	Furnish labor and materials to install hydromulch seeding on all disturbed areas	2,514 SY	0	2,514	2,514	\$ 1.00	\$ 2,514.00
25	Furnish labor and materials to perform storm water pollution prevention plan in accordance with technical specification section 31 25 13	1 LS	1	0	1	\$ 3,000.00	\$ 3,000.00
CHANGE ORDER NO. 1							
1	Demo existing area inlet, dispose of concrete apron fill inlet box with concrete and backfill	1 EA		1	1	\$ 750.00	\$ 750.00
2	Limestone base escalator	600 Tons		600	600	\$ 3.00	\$ 1,800.00
3	Hot Mix Asphalt Escalator	2,933 SY		2,933	2,933	\$ 0.17	\$ 498.61
4	Adjustment to storm sewer due to conflict with utilities	1 LS		1	1	\$ 2,000.00	\$ 2,000.00
5	Credit for reuse of existing limestone base	1 LS		-1	(1)	\$ 2,500.00	\$ (2,500.00)

Original Contract: \$ 257,140.00
Plus CO No. 1: \$ 6,825.51
Adjusted Contract: \$ 263,965.51

Value of Work Performed to Date \$ 263,965.51
Plus Materials Stored at Close of Period \$ -
Net Amt Earned to Date \$ 263,965.51
Less 10% Retainage \$ -
Subtotal \$ 263,965.51
Less Previous Payments \$ 227,543.40
Amount Due this Application \$ 36,422.11

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
COUNTY OF Washington

WHEREAS, the undersigned, Mike Collier, who being duly sworn, on oath, says that he is the legal representative of Collier Construction, L.L.C., has been employed by City of Brenham to furnish labor and materials for the installation of Westwood Lane Paving Improvements in Brenham, Texas.

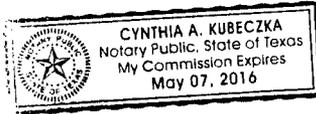
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

BY: Mike Collier, pres DATE: 1-24-13
COLLIER CONSTRUCTION, L.L.C.

PRINTED NAME: MIKE COLLIER TITLE: PRESIDENT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 24th DAY OF JANUARY, 20 13

Cynthia A. Kubeczka
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS.



RECOMMENDED BY: [Signature] DATE: 1-24-13
O'MALLEY ENGINEERS, L.L.P.

APPROVED BY: _____ DATE: _____
CITY OF BRENHAM

CHANGE ORDER NO. 1 - Reconciliation of Final Quantities
CITY OF BRENHAM
WESTWOOD LANE PAVING IMPROVEMENTS
OE JOB NO.: 1006.068-PA/PB
Date: January 23, 2013

REASON: Reconciliation of Final Quantities.

Item No.	Description	Contract Quantity	Final Quantity	Quantity Increase/ Decrease	Unit Price	Amount Increase	Amount Decrease
1	Furnish labor and equipment to perform all excavation associated with roadway, driveway, and parking lot improvements and disposal of excess material	2,640 CY	2,640	0	\$9.50	-	-
2	Furnish labor and equipment to perform all embankment (fill) with density control associated with roadway, driveway, and parking lot improvements	282 CY	282	0	\$6.50	-	-
3	Furnish labor and equipment for the removal and disposal of existing asphalt pavement	1,870 SY	1,870	(442)	\$3.00	-	\$(1,326.00)
4	Furnish labor and equipment for the removal and disposal of existing concrete pavement, curbs and sidewalks	1,074 SY	1,074	442	\$5.00	\$ 2,210.00	-
5	Furnish labor and material to construct 6" minimum thickness lime stabilized subgrade	5,003 SY	5,003	41.96	\$5.00	\$ 209.80	-
6	Furnish labor and materials to construct 6" minimum thickness reinforced concrete pavement	812 SY	812	0	\$35.00	-	-
7	Furnish labor and materials to construct 4" thick, 4' wide reinforced concrete sidewalk	88 LF	88	0	\$16.00	-	-
8	Furnish labor and materials to place 6" minimum thickness Type A, Grade 2 base material	3,930 SY	3,930	41.96	\$13.00	\$ 545.48	-
9	Furnish labor and materials to install 1 1/2" minimum thickness Type D hot mix asphaltic concrete (HMAC) pavement, including prime/tack coat	3,796 SY	3,796	239	\$10.00	\$ 2,387.60	-
10	Furnish labor and materials to construct standard concrete curb and gutter	690 LF	690	0	\$7.00	-	-
11	Furnish labor and materials to construct reinforced concrete curb on concrete pavement as detailed	463 LF	463	0	\$7.00	-	-
12	Furnish labor and materials to construct typical valley gutter with curb returns	64 SY	64	0	\$24.00	-	-
13	Furnish labor and materials to construct 10' reinforced concrete curb inlet	1 EA	1	0	\$8,000.00	-	-

Item No.	Description	Contract Quantity	Final Quantity	Quantity Increase/ Decrease	Unit Price	Amount Increase	Amount Decrease
14	Furnish labor and materials to construct 5' reinforced concrete curb inlet	1 EA	1	0	\$8,900.00	-	-
15	Furnish labor and materials to construct area inlet	1 EA	1	0	\$6,000.00	-	-
16	Furnish labor and materials to install 24" RCP storm sewer	214 LF	214	0	\$92.00	-	-
17	Furnish labor and materials to construct concrete riprap	183 SY	183	13.89	\$18.00	\$ 250.02	-
18	Furnish labor and materials to install concrete wheel stops	38 EA	38	0	\$32.00	-	-
19	Furnish labor and materials to apply all pavement markings as shown on the plans	600 SF	600	0	\$14.00	-	-
20	Furnish labor and materials to remove existing 4" wide parking lot markings	220 LF	220	0	\$5.00	-	-
21	Furnish labor and materials to perform traffic control in accordance with the TxDOT permit, Texas MUTCD, plans, and specifications	1 LS	1	0	\$2,921.00	-	-
22	Furnish labor and materials to install proposed traffic control signage as indicated on the plans	1 EA	1	0	\$500.00	-	-
23	Perform trench safety per technical specification section 31 50 00, 5' and over cut	214 LF	214	0	\$1.00	-	-
24	Furnish labor and materials to install hydromulch seeding on all disturbed areas	2,514 SY	2,514	0	\$1.00	-	-
25	Furnish labor and materials to perform storm water pollution prevention plan in accordance with technical specification section 31 25 13	1 LS	1	0	\$3,000.00	-	-
						\$ 5,602.90	\$(1,326.00)

CHANGE ORDER NO. 1

1	Demo existing area inlet, dispose of concrete apron fill inlet box with concrete and backfill	1 EA	1	1	\$ 750.00	\$ 750.00	-
2	Limestone base escalator	600 Tons	600	600	\$ 3.00	\$ 1,800.00	-
3	Hot Mix Asphalt Escalator	2,933 SY	2,933	2,933	\$ 0.17	\$ 498.61	-
4	Adjustment to storm sewer due to conflict with utilities	1 LS	1	1	\$2,000.00	\$ 2,000.00	-
5	Credit for reuse of existing limestone base	1 LS	1	(1)	\$2,500.00	-	\$(2,500.00)
SUBTOTAL FOR AMOUNT INCREASE						\$ 10,651.51	
SUBTOTAL FOR AMOUNT DECREASE							\$(3,826.00)
NET CONTRACT INCREASE							\$ 6,825.51

ADJUSTED CONTRACT AMOUNT (FINAL)

ORIGINAL CONTRACT AMOUNT	\$ 257,140.00
PLUS CHANGE ORDER NO. 1 - RECONCILIATION (NET CONTRACT INCREASE)	\$ 6,825.51
REVISED CONTRACT AMOUNT	\$ 263,965.51



REQUESTED BY: Mike Collier, pres 1-24-13
COLLIER CONSTRUCTION, L.L.C. DATE

RECOMMENDED BY: [Signature] 1-24-13
O'MALLEY ENGINEERS, L.L.P. DATE

APPROVED BY: _____
CITY OF BRENHAM DATE

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE December 14, 2012

OWNER CITY OF BRENHAM

CONTRACTOR COLLIER CONSTRUCTION CO.

Contract: _____

Project: WESTWOOD LANE PAVING IMPROVEMENTS

OWNER's Contract No. _____

ENGINEER's Project No. 1006.068-PA/PB

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____ CITY OF BRENHAM _____
OWNER

And To _____ COLLIER CONSTRUCTION CO. _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

December 14, 2012
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within N/A days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1996 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: As of the date of substantial completion, the OWNER shall assume responsibility for security, operation, safety, maintenance, and utilities associated with the portion of the project certified as substantially complete. Within 15 days from the date of substantial completion the OWNER shall become responsible for insurance associated with the portion of the project certified as substantially complete.

CONTRACTOR: The CONTRACTOR shall be responsible for providing warranties and guarantees in accordance with the CONTRACT DOCUMENTS.

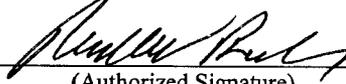
The following documents are attached to and made a part of this Certificate:

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

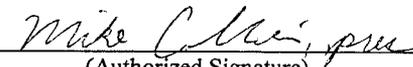
Executed by ENGINEER on 12-19-12
Date

O'MALLEY ENGINEERS, L.L.P.
ENGINEER

By: 
(Authorized Signature)

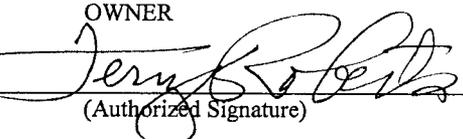
CONTRACTOR accepts this Certificate of Substantial Completion on 12-14-12
Date

COLLIER CONSTRUCTION CO.
CONTRACTOR

By: 
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on 1/7/13
Date

CITY OF BRENHAM
OWNER

By: 
(Authorized Signature)

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Westwood Lane Paving Improvements – City of Brenham
Job No.: 1203

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to Cornerstone paving & Construction LLC (Person with whom signer contracted) on the property of City of Brenham (Owner) located at Hwy 290 and Westwood Lane, Brenham, TX 77833 (Location) to the following extent: Westwood Lane Paving Improvements (Job Description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state and federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position, *through 12/31/12.*

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Company: Century Asphalt
By: *Daniel Clift*
Printed Name: Daniel CLIFT
Date: 1/28/13

STATE OF TEXAS §
COUNTY OF Harris §

SWORN TO before me, the undersigned authority, on this day by Daniel CLIFT, whose name is subscribed to the foregoing instrument, and stated upon his oath that he executed same for the purpose and consideration therein expressed and that all statements contained therein are true and correct.

Given under my hand and seal of office this the 28 day of January, 2013

Linda Yvonne Rosales
Notary Public, State of Texas





AGENDA ITEM 9

DATE OF MEETING: February 7, 2013		DATE SUBMITTED: February 1, 2013	
DEPT. OF ORIGIN: Purchasing Services		SUBMITTED BY: Wende Ragonis	
MEETING TYPE:		CLASSIFICATION:	
<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	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Authorization of Final Payment to 1 Priority Environmental Services, Inc. for Asbestos Abatement and Structural Demolition of the Former Municipal Building Located at 210 N. Park Street and Authorize the Mayor to Execute Any Necessary Documentation.			
SUMMARY STATEMENT: Council awarded the Contract for the 210 N. Park Structural Demolition and Asbestos Abatement project August 16, 2012 to 1 Priority Environmental Services, Inc. Work began at the site Tuesday, September 4, 2012. During the demolition phase of the project, additional Asbestos Containing Material (ACM) was discovered in the mastic located between the building and annex. Due to the discovery of additional ACM, a Change Order was issued and executed October 12, 2012. Work under the scope of this Contract and Change order was completed Wednesday October 24, 2012.			
This Contract with the Change Order has a final balance due to 1 Priority Environmental Services, Inc. of \$110,619.75. The Payment Application is attached.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			

ATTACHMENTS: Payment Application from 1 Priority.

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve Final Payment to 1 Priority Environmental Services, Inc. in the amount of \$110, 619.75 for Asbestos Abatement and Structural Demolition of the Former Municipal Building Located at 210 N. Park Street and Authorize the Mayor to Execute Any Necessary Documentation.

APPROVALS: Kyle Dannhaus

PAYMENT APPLICATION

To: City of Brenham From: 1 Priority Environmental Services, Inc. For: Asbestos Abatement
 P.O. Box 1059 2573 Gravel Drive
 Brenham, TX 77834-1059 Fort Worth, TX 76118

PROJECT #s: J2338AD APPLICATION # 2 Rev2 PARTIAL FINAL (check one)
 PROJECT NAME: Asbestos Abatement & Demolition FOR THE PERIOD FROM: 9/27/2012 TO 11/16/2012 INCLUSIVE
 LOCATION: 210 North Park Street CONTRACT #: 1 2- 08 66 5
 ARCHITECT: EESIS ENVIRONMENTAL DATE OF CONTRACT: 8/30/2012

CONTRACT SUMMARY:

1- Original contract amount		\$	147,500.00
2- Supplemental Agreements Approved To Date	(Nos <u>1</u>)	\$	36,531.00
3- Revised contract amount to date		\$	184,031.00

STATUS OF ACCOUNT:

4- Value of completed work to date (total from column F on page 2)		\$	184,031.00
5- Less <u>0%</u> retained		\$	-
6- Total earned less retained amount		\$	184,031.00
7- Total amount previously approved (total from column D on page 2 less retainage)		\$	73,411.25
8- Amount due this estimate		\$	110,619.75
9- Balance to Completion (Line 3 minus line 6)		\$	-

ARCHITECTS CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Document, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

Certified Amount:

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

Signature (Architect) _____ Date _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) The Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

1 Priority Environmental Services, Inc.

Contractor

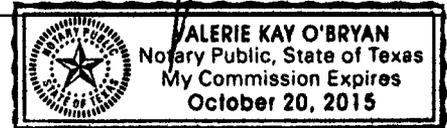
Daniel O'Bryan

By: Daniel O'Bryan, GM

State of: Texas

County of: Harris

Subscribed and sworn to before me this 3 day of Dec 2012



Notary Public: *Valerie O'Bryan*

My Commission Expires: October 20, 2015

CONTINUATION PAGEPROJECT: City of Brenham, 210 N. Park
P.O. #1 2- 08 66 5APPLICATION #: 2-Rev
DATE OF APPLICATION: 11/19/2012
PERIOD THRU: 11/19/2012
PROJECT #s: J2338AD

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G	H
Item No.	Description of Work	Scheduled Value	Work Completed		All Completed Work To Date		Retainage 5% (5% of F)
			Work Approved from Previous Application	This Period	Total Value of Completed Work to Date (D+E)	%	
1	Clerical / Coordination / Mobilization	2,212.00	2,212.00	0.00	2,212.00	1.00	0.00
2	2. P&P Bonds	2,950.00	2,950.00	0.00	2,950.00	1.00	0.00
3	3 Fencing	1,560.00	1,560.00	0.00	1,560.00	1.00	0.00
4	4 Asbestos Abatement	70,553.00	70,553.00	0.00	70,553.00	1.00	0.00
5	5. Building Demolition	44,500.00	0.00	44,500.00	44,500.00	1.00	0.00
6	6. Slab Demolition	24,250.00	0.00	24,250.00	24,250.00	1.00	0.00
7	7. Demobilization	1,475.00	0.00	1,475.00	1,475.00	1.00	0.00
8		0.00	0.00	0.00	0.00	0.00	0.00
Total Original Contract Amount		147,500.00	77,275.00	70,225.00	147,500.00	1.00	0.00
1	Change Order #1	36,531.00	0.00	36,531.00	36,531.00	1.00	0.00
Supplemental Agreement Subtotal Amount		36,531.00					
TOTAL CONTRACT AMOUNT		184,031.00	77,275.00	106,756.00	184,031.00	1.00	0.00



AGENDA ITEM 10

DATE OF MEETING: February 7, 2013	DATE SUBMITTED: February 4, 2013	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Advisory Boards		
<p>SUMMARY STATEMENT: In December, 2012 the Council appointed several citizens to various City advisory boards. However, at that time staff was still trying to fill two (2) alternate positions on the Board of Adjustment and waiting on a recommendation for the Library Board from the membership of the Fortnightly Club.</p> <p>The past several weeks staff has received the following requests for appointments:</p> <ul style="list-style-type: none"> • Board of Adjustment – Alternate: Richard Heiges • Board of Adjustment – Alternate: Jon Hodde • Library Advisory Board: Alana Winkelmann, elected by the Fortnightly membership <p>I am recommending the Council make these appointments to the Board of Adjustment and Library Advisory Board.</p> <p>As of today, staff is still trying to find persons to serve on the HOT Board and on the Building Standards Commission. We are hoping to bring those recommendations to Council at the February 21st meeting.</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		

ATTACHMENTS: (1) Request for Appointment Form from Richard Heiges; (2) Request for Appointment Form from Jon Hodde; (3) E-mail from Betty Fortner, Fortnightly Club of Brenham President; and (4) Request for Appointment Form from Alana Winkelmann

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve the appointment of Richard Heiges and Jon Hodde to the Board of Adjustments and the appointment of Alana Winkelmann to the Library Advisory Board.

APPROVALS: 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 - *ALTERNATE |
| <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: HEIGES RICHARD WILLIAM
(Title) (Last) (First) (Middle)

Residence Address: 207 N. DRUMM ST. BRENHAM TX 77833
(Street) (City) (State) (Zip)

Mailing Address: (If different from above) ~ / A
(Street) (City) (State) (Zip)

Preferred Phone and Fax: 979-836-5681 979-836-5683
(Phone) (Fax)

Email Address: RICHARD@HODDESURVEYING.COM

Occupation: SURVEY TECHNICIAN

Employer: HODDE + HODDE LAND SURVEYING, INC.

Are you a registered voter in Washington County? Yes No

Are you a resident of the City of Brenham? Yes No Length of residency: 3 1/2 yrs

Are you a resident of Washington County? Yes No Length of residency: "

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: RICHARD W. HEIGES

BACKGROUND

Education/Training: CIVIL ENGINEERING - TEXAS A+M UNIVERSITY

Areas of Interest: SURVEYING / DEVELOPMENT

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: _____

Organization: _____

Organization: _____

Organization: _____

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.

Richard W. Heiges
Signature

11/07/2012
Date

FILE THIS COMPLETED APPLICATION 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)



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 - <i>Alternate</i> |
| <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. HODDE JON E.
(Title) (Last) (First) (Middle)

Residence Address: 2202 WALNUT ST. BRENHAM TX. 77833
(Street) (City) (State) (Zip)

Mailing Address: (If different from above)

(Street) (City) (State) (Zip)

Preferred Phone and Fax: 979-836-5681 979-836-5683
(Phone) (Fax)

Email Address: Jon@hoddesurveying.com

Occupation: PROFESSIONAL SURVEYOR

Employer: HODDE & HODDE LAND SURVEYING, INC.

Are you a registered voter in Washington County? Yes ___ No

Are you a resident of the City of Brenham? Yes ___ No Length of residency: 46 yrs.

Are you a resident of Washington County? Yes ___ No Length of residency: 46 yrs.

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: Jon E. Hodde

BACKGROUND

Education/Training: ~~As~~ REGISTERED PROFESSIONAL LAND SURVEYOR No. 5197 (Tx.)

Areas of Interest: Development / Aviation

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: _____

Organization: _____

Organization: _____

Organization: _____

** Please See Attached Resume*

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.

Signature *Jon E. Hodde*

Date 11-21-2012

FILE THIS COMPLETED APPLICATION 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)

RESUME

JON E. HODDE

Hodde & Hodde Land Surveying, Inc.
613 East Blue Bell Road
Brenham, Texas 77833
Phn. 979-836-5681, Fax 979-836-5683
Website: www.hoddesurveying.com
Email: jon@hoddesurveying.com

QUALIFICATIONS

Texas Registered Professional Land Surveyor No. 5197 since December, 1996.

Over 25 years of experience with technical and supervisory positions including:

- Project Management
- Project Scheduling
- Proposal Preparation
- Bid Preparation
- Land Acquisition and Development
- Real Estate Management
- GPS/GIS Applications
- Computer Applications
- Interviewing
- Problem Solving
- Trouble Shooting
- Equipment Maintenance

Currently serving a Governors appointment to the Texas Board of Professional Land Surveying (TBPLS) as Vice Chairman, expires January 31, 2013, Texas Board of Professional Engineers Liaison, Committee Member of the National Council of Examiners for Engineering and Surveying (NCEES), Chairman of the Real Estate Liaison committee for the Texas Society of Professional Surveyors (TSPS), Currently serving on the Geographic Information Science (GIS) committee for TSPS, Current Airport Advisory Board Member for the City of Brenham. Past Officer and Director on the Board of the Texas Society of Professional Surveyors, (TSPS) Past President and Past Chapter Representative of Brazos Valley Chapter 20 of TSPS, Past Membership Committee Chairman of TSPS, Past Central Area Representative for TSPS covering 52 counties. Past Oil & Gas Liaison Committee Chairman for TSPS, Currently Chairman and past Council Member, Financial Secretary and Secretary Treasurer of Immanuel Lutheran Church of Brenham and current youth teacher for the church. Recipient of Outstanding Young Surveyor of the Year Award 1997 presented by The Texas Society of Professional Land Surveyors.

EXPERIENCE

February, 1995 to Present - Vice President and Co-Owner of Hodde & Hodde Land Surveying, Inc. General manager and principal R.P.L.S.: Supervision of all field and office operations, Boundary retracement, Deed and Title research, computations, legal descriptions, (metes & bounds), analyzing field data and deed research, meeting with clients prior to and after survey work is performed, final plats and quality control.

JON E. HODDE
(Resume continued)

November, 1991 to January, 1995 - Donald W. Lampe, Land Surveying, Brenham, TX
Associate Surveyor, Chief of Surveys, Office Manager:
Supervision of all field and office operations, Boundary retracement, Deed - title research, computations, legal descriptions (metes & bounds), analyzing field data and deed research, meeting with clients prior to and after survey work is performed, final tracings & quality control.

April, 1991 to November, 1991 - Wimpol, Inc. Houston, Texas - Dale Lepps R.P.L.S.
Responsibilities included: All aspects of offshore hydrographic surveying, (i.e.) positioning of pipe-lay barges, seismic drill ships, jack-up and semi-submersible drillings rigs, preliminary route surveys including side scan sonar and radar. Various equipment was utilized including Trimble GPS and a Syledis based triangulation control network.

August 1989 to April, 1991 - A. A. Hodde & Associates, Inc. Brenham, Texas
Surveying operation responsibilities: Supervision of field and office operations, including analytical, computations, drafting, etc. (See A. A. Hodde & Associates, Inc. 1982-1989 below).

April, 1989 to August, 1989 - Bohannon-Huston, Inc. Albuquerque, New Mexico
Supervisor/Principal Surveyor: A. Dwain Weaver P.L.S.
Responsibilities included: computation and analysis of field data, title research, composing legal descriptions, finished tracings and field maps, and field checking.

1982 to March, 1989 - A. A. Hodde & Associates, Inc. - Brenham, Texas

1985 to March, 1989 Manager of Surveying and Real Estate Development

The surveying responsibilities included: supervision of all field operations, crew chief assignments, technical support and personnel consultations and training. This position required client interface, from review of bid and proposal preparation through final work order negotiations. This work required supporting all facets of office operations with the general office manager.

1984-1985 Party Chief

Crew Chief for surveying field crew, interpreted job assignments, oriented and directed crew members, conducted actual land surveys consisting of horizontal and vertical control, and performed field and office computations.

1982-1984 Rodman/Instrument Man

Conducted horizontal and vertical surveys using total station instruments under the supervision of a party chief.

JON E. HODDE
(Resume continued)

EDUCATION

Blinn College, Brenham, Texas General Studies
Houston Community College Surveyors Technician Course

Attended, lectured and participated in numerous short courses, classes and continuing education seminars sponsored by the Texas Society of Professional Surveyors and others.

AREAS OF EXPERTISE

Computers: Knowledge of Apple, Hewlett Packard, IBM and IBM Compatible Computers. Familiar with a broad range of application software, Windows and DOS based, from Analytical and Business Software to Surveying and Automated Mapping Software, (i.e. AutoCAD, Microstation, Microsurvey and C & G). Also limited programming experience.

Surveying Equipment: Knowledge of all surveying equipment and software to the foregoing qualifications, including Topcon, Trimble, Ashtech and Sokkia GPS Equipment and Software.

Heavy Equipment: Operated and maintained various earth moving and related equipment.

Private Pilot: Current Private Pilot licensed with the United States Department of Transportation, Federal Aviation Administration, license No. 3199369, with S.E.L./ High Performance and Complex ratings.

PROFESSIONAL AFFILIATIONS

Texas Society of Professional Surveyors (TSPS)
National Council of Examiners for Engineering and Surveying (NCEES)
Brazos Valley Chapter 20 of TSPS
American Congress on Surveying and Mapping (ACSM)
National Society of Professional Surveyors (NSPS)
Aircraft Owners and Pilots Association (AOPA)
American Bonanza Society (ABS)

* Specific project references available upon request.



**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 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 checked="" 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: Winkelmann Alana F
(Title) (Last) (First) (Middle)

Residence Address: 1002 Jackson St, Brenham, Tx. 77833
(Street) (City) (State) (Zip)

Mailing Address: (If different from above)

(Street) (City) (State) (Zip)

Preferred Phone and Fax: 979 836-7556
(Phone) (Fax)

Email Address: alana.wink@gmail.com

Occupation: Retired

Employer: _____

Are you a resident of the City of Brenham? Yes No Length of residency: 46 years

Are you a resident of Washington County? Yes No Length of residency: 46 years

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: Alana Winkelmann

BACKGROUND

Education/Training: Blinn Jr. College 2 years

Areas of Interest: _____

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: Fortnightly Club

Organization: Brenham Outreach Advisory Board of Directors

Organization: Women of the Evangelical Lutheran Church in America

Organization: Girl Scouts of America

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.

Alana Winkelmann
Signature

10-23-2012
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)

The Fortnightly Club elected me to represent the club on the Library Advisory Board. The support of the library was one of the reasons I joined the Fortnightly Club and remained a member for 37 years.

I believe a good library is a vital part of any community.

Jeana Bellinger

Subject: FW: Nomination of Alana Winkelmann To Library Board

From: BETTY C FORTNER [<mailto:bcf2@psu.edu>]

Sent: Sunday, December 30, 2012 11:50 PM

To: Paula Shields

Subject: Nomination of Alana Winkelmann To Library Board

Paula Shields, Staff Liaison
City of Brenham Library Advisory Board

Dear Paula,

At the October General Meeting of the Fortnightly Club of Brenham, the membership elected Alana Winkelmann to the two year term beginning in January, 2013 to replace Sabrina Roberts on the City of Brenham Library Advisory Board. As you know, the Fortnightly Club limits its members to two terms which Ms. Roberts has now served. If you need further information, please feel free to contact me.

Sincerely,
Betty Fortner
President, Fortnightly Club of Brenham