



**NOTICE OF A REGULAR MEETING  
THE BRENHAM CITY COUNCIL  
THURSDAY, DECEMBER 5, 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 – Councilmember Barnes-Tilley**
- 3. 3-a. Service Recognitions**
  - Christopher S. Kokemor – Water Construction – 5 years
  - Nancy S. Stafford – Public Utilities – 5 years
- 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. Discuss and Possibly Act Upon Ordinance No. O-13-028 on Its Second Reading Amending the Code of Ordinances of the City of Brenham, Chapter 2, Administration, Article VII, Library Advisory Board, to Provide for the Powers, Duties, Organization, Operation, Board Membership and Additional Matters Related to the Library Advisory Board** **Page 1-10**
- 5-b. Discuss and Possibly Act Upon Ordinance No. O-13-029 on Its Second Reading to Repeal Ordinance No. O-09-019 Relating to a Non-Exclusive Franchise to Impact Disposal Services, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits** **Page 11**

- 5-c. **Discuss and Possibly Act Upon Ordinance No. O-13-030 on Its Second Reading to Grant a Non-Exclusive Franchise to Legacy Waste Services to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits**

**Page 12-23**

#### **WORK SESSION**

6. **Discussion and Update on the Tax Phase-In Compliance Review Committee Report(s) and Recommendation(s)**

**Page 24-25**

#### **REGULAR AGENDA**

7. **Discuss and Possibly Act Upon Resolution No. R-13-020 Re-Adopting the Guidelines and Criteria for Granting Tax Phase-In as Provided for in the City of Brenham “Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises”**
8. **Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Advisory Boards**
9. **Discuss and Possibly Act Upon Ordinance No. O-13-031 on Its Second Reading Establishing New Speed Limits on U.S. Highway 290 from the East City Limit Line to Business U.S. 290 West**
10. **Discuss and Possibly Act Upon Bid No. 14-003 for the Purchase of Road Base Materials for the Street Department and Authorize the Mayor to Execute any Necessary Documentation**
11. **Discuss and Possibly Act Upon Bid No. 14-002 for Janitorial Services for Various City Facilities and Authorize the Mayor to Execute any Necessary Documentation**
12. **Discuss and Possibly Act Upon a Correction to Bid No. 14-001 for a 53’ Aluminum Refuse Trailer and Authorize the Mayor to Execute Any Necessary Documentation**

**Page 26-42**

**Page 43-55**

**Page 56-57**

**Page 58-61**

**Page 62-70**

**Page 71-73**

#### **EXECUTIVE SESSION**

13. **Section 551.072 – Deliberation Regarding Real Property – Discussion Related to the Possible Acquisition of Property for the Temporary Relocation of the Nancy Carol Roberts Memorial Library**

**Page 74**

#### **RE-OPEN REGULAR AGENDA**

**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.

#### 14. 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 December 5, 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 December 2, 2013 at *11:22 AM*.

*Amanda Klehm*

Deputy City Secretary

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**CHAPTER 2  
ARTICLE VII  
LIBRARY ADVISORY BOARD**

**Sec. 2-70. Name.**

The Board shall be named and referred to as the Library Advisory Board (“Board”) of the Nancy Carol Roberts Memorial Library (“Library”) and shall be comprised of members appointed by the City of Brenham (“City”) City Council and the Brenham Fortnightly Club (“Fortnightly”) in accordance with this Article.

**Deleted:** , Washington County (“County”) Commissioners Court

**Sec. 2-71. Purpose and Responsibility.**

The purpose and responsibility of the Board shall include, but not be limited to, the following:

- A. To counsel library staff on establishing, reviewing and updating library policies.
- B. To monitor existing library operations.
- C. To recommend fee schedules for library services and facilities.
- D. To consider ways to better utilize the existing facilities and provide input and recommendations for future development of the Library.

**Sec. 2-72. Scope of Authority.**

The Library Advisory Board shall serve in an advisory capacity. Recommendations of the Board regarding policies, procedures, or improvements to the Library shall be presented to the City Council for its consideration and final approval.

The Board shall be subject to and comply with all applicable local, state or federal laws, rules, regulations, acts or mandates.

**Sec. 2-73. Membership Requirements.**

The membership requirements of the Board are as follows:

- A. Members must be residents of Washington County, Texas.
- B. Members must be qualified voters of Washington County, Texas.

C. Members must not be in arrears in the payment of any taxes or other liability due to the City of Brenham.

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A member must meet all membership requirements at the time of appointment to the Board, and shall maintain said qualifications during the member's term on the Board. A member who fails to remain qualified to serve on the Board shall be removed from the Board and another person shall be appointed to the disqualified member's position for the remainder of the member's unexpired term.

#### Sec. 2-74. Member Selection.

All persons interested in serving as a City appointee to the Board must complete an application which shall include information about the applicant's background, current and past occupations, involvement in and knowledge of issues related to the Board, and any other information deemed appropriate by the City. All applications must be submitted to the City Secretary by October 1<sup>st</sup> of each year.

The Mayor and City Manager will review all submitted applications and make recommendations to the City Council regarding appointments to the Board. Appointments to the Board will be made by the City Council in December of each year, or as soon as practicable thereafter.

#### Sec. 2-75. Organization.

The Board shall consist of nine (9) members. Five (5) members shall be nominated by Fortnightly from its membership and four (4) members are to be nominated by the City.

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All nominated members shall be approved by the City Council and appointed to staggered three (3) year terms, expiring on December 31<sup>st</sup> of each calendar year.

The authority vested in the Board shall be exercised only at a meeting of a quorum of its members. Five (5) members of the Board shall constitute a quorum. Any action taken by the Board shall be by simple majority vote of the members present at a properly constituted meeting. A Board member may cast only a single vote on any issue. Proxy votes are prohibited. Alternate and ex-officio members shall not vote.

The Board members serve at the pleasure of the entity that appointed and/or nominated the member to the Board. The City Council retains the right to remove any Board member at any time and for any reason.

The terms of the members and officers of the Board shall be on a calendar year basis, i.e. terms shall begin on January 1 and expire on December 31. In the event that appointments are not made prior to the expiration of a member's term, such member shall continue to serve until his/her successor is appointed by the City.

Resignations from the Board shall be submitted in writing to the Board Chairperson, Mayor ~~and Brenham Fortnightly Club President~~. Vacancies resulting from resignation, or any other cause, will be filled by nomination by the City Council ~~or the Fortnightly~~, depending on which entity nominated the member. Nominations to fill vacancies on the Board must be approved by the City Council. A person appointed to fill a vacancy shall serve for the remaining unexpired term of the position to which the person is appointed.

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- Deleted: Club or the Commissioners Court

Members of this Board shall not use their position for a purpose that is or gives the appearance of being a conflict of interest. In the event that a member becomes aware of a conflict of interest, or potential conflict of interest, with regard to any particular item being considered by the Board, such member shall immediately notify the Chairman and shall abstain from the consideration of and voting on the item, unless the Board determines that no conflict of interest exists. A “conflict of interest” is generally defined as a situation in which a Board member’s personal interests might be served or financial benefits gained as a result of, or relating to, a decision of the Board.

**Sec. 2-76. Member Positions.**

For the purpose of establishing and maintaining three (3) year staggered terms of Board members, each member shall be assigned a Member Position.

- Comment [JB1]: Move Member Position 4 from County to City.
- Deleted: Establishment of

The following Member Positions are City representatives:

- Member Position 1: ~~Initial term~~ expiring December 31, 2014
- Member Position 2: ~~Initial term~~ expiring December 31, 2012
- Member Position 3: ~~Initial term~~ expiring December 31, 2012
- ~~Member Position 4: Initial term expiring December 31, 2013~~

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The following Member Positions are Fortnightly Club representatives:

- Member Position 5: ~~Initial term~~ expiring December 31, 2012
- Member Position 6: ~~Initial term~~ expiring December 31, 2013
- Member Position 7: ~~Initial term~~ expiring December 31, 2014
- Member Position 8: ~~Initial term~~ expiring December 31, 2014
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Member Position 4: Expiring December 31, 2013¶
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**Sec. 2-77. Officers.**

A Chairperson ~~and~~ Vice Chairperson shall be elected annually by the members of the Board. The Chairperson shall preside at all meetings of the Board and shall perform such duties as may be assigned by the Board or by the City Council. The Chairperson shall have the power to appoint subcommittees, as he/she deems necessary to achieve the objectives of the Board. In the event there is a vacancy in the Chairperson position, or the Chairperson is otherwise unable

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to act, the Vice Chairperson shall perform the duties of Chairperson until such time as a Chairperson is elected by the members of the Board to fill such vacancy, or is otherwise able to act.

In the absence of the Chairperson from a meeting of the Board, the Vice Chairperson shall serve as the presiding officer during the meeting. If both the Chairperson and Vice Chairperson are absent from a meeting of the Board, the Board members in attendance shall choose a member to serve as the presiding officer during the meeting.

Resignation of the Chairperson from the Chairperson position shall be by letter to all other Board members. If the Chairperson resigns from the Chairperson position but continues to serve on the Board, the members shall elect a new Chairperson as soon as practicable.

**Sec. 2-78. Staff.**

The City ~~Manager or his/her designee~~ shall be an ex-officio member of the Board. ~~An ex-officio member is not entitled to vote or preside over meetings.~~

Deleted: Librarian

A Staff Liaison will be designated by the City Manager and shall serve as a communications liaison between the Board and the City. The Staff Liaison will perform support services, provide technical data, prepare agendas for the meetings, post notices of the meetings, prepare minutes of the meetings, and any other functions as requested by the Board or the City.

**Sec. 2-79. Meetings and Communication.**

The Board shall meet ~~bi-monthly or~~ as needed, upon the direction of the Chairperson, or upon request to ~~the~~ Chairperson by a majority of the members of the Board.

An agenda of subjects to be considered at each Board meeting shall be posted on the external bulletin board at City Hall at least seventy-two (72) hours prior to the meeting time. All meetings of the Board will be held in compliance with the provisions of the Texas Open Meetings Act and shall be open to the public, except as may otherwise be allowed by law.

Robert's Rules of Order shall govern all matters of parliamentary procedure in conducting Board meetings.

Emergency meetings to address ~~urgent matters related to the health, safety and welfare of library patrons~~ may be called provided each member is notified by telephone or by personal contact, provided notice is posted at least two (2) hours prior to the meeting time, and provided said meeting is held in compliance with the applicable provisions of the Texas Open Meetings Act.

Deleted: of an urgent nature

An agenda of each meeting and the minutes shall be delivered to each member of the Board and the City Secretary's Office.

**Sec. 2-80. Attendance Requirements.**

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**Sec. 2-81. Member Training.**

All Board members shall attend training on the Texas Open Meetings Act, the Texas Public Information Act, and any applicable laws pertaining to the Board. Such training must be completed within ninety (90) days of the member's appointment to the Board.

**Sec. 2-82. Mid-Term Member Appointments**

If a member is unable to finish his or her term, or will be removed by the City Council prior to the term ending, the vacant position must be filled by a mid-term appointment who will serve out the remainder of the other member's term.

Comment [JB2]: As allowed in the City's Board Policy, adopted by Council on 3/1/2012.

**Sec. 2-83, – Sec. 2-89. RESERVED.**

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**Sec. 2-83. – Sec. 2-89. RESERVED.**

**ORDINANCE 0-13-029**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, REPEALING ORDINANCE O-09-019 RELATING TO A NON-EXCLUSIVE FRANCHISE WITH IMPACT DISPOSAL SERVICES, LLC TO OPERATE A ROLL-OFF CONTAINER SERVICE FOR RESIDENTS, BUSINESSES AND INDUSTRIES INSIDE BRENHAM CITY LIMITS; AND ORDAINING OTHER RELATED MATTERS:**

**WHEREAS**, the City of Brenham, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of Brenham; and

**WHEREAS**, the City of Brenham may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of CITY and for the collection and disposal of solid waste generated from within the corporate limits of he City of Brenham; and

**WHEREAS**, on November 5, 2009, the City Council passed Ordinance O-09-019, on second and final reading, granting a solid waste franchise to Impact Disposal Services, LLC; and

**WHEREAS**, on November 12, 2013, the City became aware that Impact Disposal Services, LLC was sold to Legacy Waste Services;

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

Ordinance O-09-019 is hereby repealed and rescinded in its entirety.

**PASSED and APPROVED** on its first reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**PASSED and APPROVED** on its second reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST

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

**ORDINANCE NO. O-13-030**

**AN ORDINANCE GRANTING LEGACY WASTE SERVICES, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF BRENHAM FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING SOLID WASTE FROM COMMERCIAL, RESIDENTIAL AND INDUSTRIAL SITES USING ROLL-OFF CONTAINERS AND/OR COMMERCIAL COMPACTORS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES AND FOR PARTIAL INVALIDITY.**

**WHEREAS**, the City of Brenham, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of Brenham; and

**WHEREAS**, the City of Brenham may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of CITY and for the collection and disposal of solid waste generated from within the corporate limits of the City of Brenham; and

**WHEREAS**, the City of Brenham desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection and disposal of certain solid waste generated from within the corporate limits of the City of Brenham; and

**WHEREAS**, the City of Brenham hereinafter referred to as “CITY” desires to grant this franchise to LEGACY WASTE SERVICES, under the terms of this Agreement as set out below.

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

**SECTION 1.  
DEFINITIONS**

*Agreement.* This contract between the City of Brenham and for the provision of certain roll-off container and/or commercial compactor service within the corporate limits of the City of Brenham under certain terms and conditions set out herein.

*City of Brenham.* Also referred to as "CITY" in this Agreement.

*City Council.* Also referred to as "COUNCIL" denoting the governing body of the City of Brenham.

*Customers.* Those industrial, residential, and/or commercial premises located within the CITY that generates solid waste requiring collection using roll-off containers and/or commercial compactors.

*Solid Waste.* All putrescible and nonputrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes.

*Roll-Off Containers.* A type of solid waste industry container that is loaded by a winch truck. Also referred to as "container".

*Commercial Compactor.* A type of solid waste industry container that is loaded by a winch truck and compacts solid waste. Also referred to as "compactor".

*Legacy Waste Services* Herein-after referred to as "LEGACY WASTE SERVICES". The party contracting with the CITY for roll-off container and/or commercial compactor service, which contains demolition/construction debris or solid waste.

**SECTION 2.  
GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED**

For and in consideration of the compliance by LEGACY WASTE SERVICES with the covenants and conditions herein set forth, and the Charter, Ordinances and Regulations of the City governing the collection and disposal of solid waste, CITY hereby grants to LEGACY WASTE SERVICES a non-exclusive franchise for use of designated public streets, alleys and thoroughfares within the corporate limits of City for the sole purpose of engaging in the business of collecting solid waste using roll-off containers and/or commercial compactors from commercial, residential and industrial sites within the jurisdictional limits of CITY, as approved by the City Manager or his designee.

**SECTION 3.  
AUTHORITY FOR TO PROVIDE SERVICE**

CITY hereby grants to LEGACY WASTE SERVICES the privilege to collect from commercial, residential, and industrial customers within the City limits solid waste using roll-off containers and/or commercial compactors only.

**SECTION 4.  
DISPOSAL SITE TO BE USED**

Unless approved otherwise in writing by the CITY, LEGACY WASTE SERVICES shall utilize any Type I permitted landfill that LEGACY WASTE SERVICES deems appropriate and is authorized for disposal of all solid waste, which is collected by LEGACY WASTE SERVICES from within the corporate limits of the CITY.

**SECTION 5.  
RATES TO BE CHARGED**

A written Schedule of Rates that LEGACY WASTE SERVICES shall charge for the aforementioned services shall be provided to each customer, and such Schedule of Rates may be revised periodically as agreed by and its customers. LEGACY WASTE SERVICES shall immediately provide the CITY with copies of any and all revised Schedule of Rates documents.

**SECTION 6.  
PAYMENTS TO CITY**

For and in consideration of the use of designated streets, alleys, and thoroughfares as well as in consideration of the covenants and agreements contained herein, LEGACY WASTE SERVICES agrees and shall pay to CITY upon acceptance of this Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of LEGACY WASTE SERVICES monthly gross revenues generated from LEGACY WASTE SERVICES provision of solid waste roll-off container collection services within the CITY excluding actual landfill tipping charges.

Any revenue received by LEGACY WASTE SERVICES in excess of the actual landfill tipping charges will be subject to the franchise fee and shall be computed into LEGACY WASTE SERVICES monthly gross revenue. Said payment shall be paid monthly to the City of Brenham Attn: City Secretary and must be received by the CITY no later than the twenty-fifth (25<sup>th</sup>) day of the month following the end of the previous month. If the payment due date falls on a Saturday, Sunday or other holiday designated by the CITY, the payment must be received by the CITY on the next regular business day.

Payments received by the CITY after the due date shall be assessed a ten percent (10%) penalty on the outstanding franchise fee amount owed under this Section.

Failure by LEGACY WASTE SERVICES to pay amounts due under this Agreement, after written notice by CITY, shall constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM), and/or any other remedy available to the CITY in law or equity.

## **SECTION 7. ACCESS TO RECORDS & REPORTING**

CITY shall have access to LEGACY WASTE SERVICES's records, billing records of those customers served by LEGACY WASTE SERVICES and all papers relating to this Agreement and the operation of solid waste roll-off container collection and disposal services within the CITY. Access by CITY to LEGACY WASTE SERVICES's records shall be provided to CITY within ten (10) business days, after written notice to LEGACY WASTE SERVICES during normal business hours.

The following records and reports shall be filed quarterly with the City Secretary or his/her designee:

- A. Reports of all complaints, investigations, and actions taken by LEGACY WASTE SERVICES with regard to services provided pursuant to this Agreement.
- B. A listing of all LEGACY WASTE SERVICES accounts served and monthly revenue derived from roll-off containers placed in the CITY under the terms of this Agreement. The reports should include: a unique customer identification or account number, frequency of pick-up, size of container and monthly charges.

The CITY is subject to the Texas Public Information Act ("Act"). Generally, the Act requires the release of requested information by the CITY, but there are exceptions. If the requested information meets the criteria outlined in the exceptions, the CITY may decline to release the information for the purpose of requesting a decision from the Texas Attorney General's Office. The Act excepts from public disclosure trade secrets and certain commercial or financial information. The Act states the CITY may withhold:

- A. A trade secret obtained from a person and privileged or confidential by statute or judicial decision; or
- B. Commercial or financial information for which it is determined based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained.

Pursuant to Section 552.305 of the Act, the CITY is obligated to make a good faith attempt to contact third parties who have a trade secret interest or a commercial financial interest in the information that's been requested so that the third party has an opportunity to submit reasons to the Texas Attorney General's Office why the information should be withheld or released.

The CITY will comply with Section 552.305 of the Act with regard to any requests for records concerning LEGACY WASTE SERVICES that invoke Section 552.305.

**SECTION 8.  
PLACEMENT OF CONTAINERS**

All roll-off containers and/or compactors placed for service within CITY shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall LEGACY WASTE SERVICES place containers on public streets, alleys and/or thorough fares without the prior written approval of the CITY. CITY reserves the right to specify to LEGACY WASTE SERVICES the exact location and time period allowed for placement of any roll-off container(s) it places for service in CITY.

LEGACY WASTE SERVICES agrees and acknowledges that it shall be liable for any and all damages it causes to any public street, alley and/or thorough fare, and associated improvements and LEGACY WASTE SERVICES will pay CITY's entire construction costs and other expenses associated with repairing and/or replacing the damaged public street, alley and/or through fare, and associated improvements.

**SECTION 9.  
CONTAINER MAINTENANCE**

LEGACY WASTE SERVICES \_\_\_ agrees to properly maintain as necessary, including but not limited to cleaning and painting, all roll-off containers placed for service within CITY.

**SECTION 10.  
COMPLAINTS REGARDING SERVICE/SPILLAGE**

LEGACY WASTE SERVICES shall receive and directly respond to any complaints pertaining to service from their roll-off containers and/or compactor customers located within CITY. However, any such complaints received by CITY shall be forwarded to LEGACY WASTE SERVICES within twenty four (24) hours of their receipt by CITY. LEGACY WASTE SERVICES shall respond to all complaints within twenty four (24) hours of receiving notice of such complaint from CITY and shall report to CITY as to the action taken. Failure by LEGACY WASTE SERVICES to respond and report to CITY on action taken within this twenty four (24) hour period may subject LEGACY WASTE SERVICES to a \$25.00 per incident charge from CITY payable with the next payment due to CITY under Section 6 of this Agreement.

LEGACY WASTE SERVICES agrees that during transport all vehicles used by LEGACY WASTE SERVICES in the removal of solid waste shall be properly covered to prevent spillage, blowing, or scattering of refuse onto public streets or properties adjacent thereto. All equipment necessary for the performance of this Agreement shall be in good condition and repair. A standby vehicle shall always be available. LEGACY WASTE SERVICES vehicles shall at all times be clearly marked with LEGACY WASTE SERVICES name in letters not less than three (3) inches in height.

**SECTION 11.  
OBEISANCE OF LAWS**

LEGACY WASTE SERVICES agrees that it shall comply with all laws, policies, rules and regulations of the United States, State of Texas, and CITY. All collections made hereunder shall be made by LEGACY WASTE SERVICES without unnecessary noise, disturbance, or commotion.

**SECTION 12.  
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY**

It is understood by and between the parties that this Agreement executed by and between the parties on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, constitutes the only agreement between the parties. It is further understood and agreed that there are no other agreements between these parties with regard to the disposal of commercial, industrial or residential solid waste in the CITY using roll-off containers/compactors and that this Agreement does not authorize LEGACY WASTE SERVICES to utilize the streets, alleys or public ways to dispose of commercial, industrial, or residential solid waste other than demolition and construction debris. Both parties agree and understand that nothing in this Agreement conveys to LEGACY WASTE SERVICES an exclusive franchise for the services described in this Agreement and that this Agreement is non-exclusive.

**SECTION 13.  
OWNERSHIP OF MATERIALS COLLECTED**

Nothing herein shall create or be construed to convey any title to CITY of any solid waste collected pursuant to the provisions of this agreement.

**SECTION 14.  
INTERRUPTION OF SERVICE OR DEFAULT**

A. Termination of Service. In the event that LEGACY WASTE SERVICES terminates service to any customer with the CITY limits for cause, LEGACY WASTE SERVICES must notify the CITY through certified mail within forty-eight (48) hours of termination and state the cause of such termination.

B. Excessive Interruption in Service. If the interruption in service continues for a period of seventy-two (72) hours or more, then it may constitute a Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM).

**SECTION 15.  
FAILURE TO PERFORM**

It is expressly understood and agreed by the parties that if at any time LEGACY WASTE SERVICES shall fail to perform any of the terms, covenants, or conditions herein set forth, CITY may after a hearing as described herein, revoke and cancel the Agreement by and between the parties and said Agreement shall be null and void. Upon the determination by the staff of CITY that a hearing should be held before the City Council, CITY shall mail notice of the hearing to LEGACY WASTE SERVICES, at the address designated herein or at such address as may be designated from time to time, by registered or certified mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council and LEGACY WASTE SERVICES shall be allowed to present evidence and given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Agreement between the parties at no penalty to the CITY.

**SECTION 16.  
INDEMNIFICATION**

In the event CITY is damaged due to the act, omission, mistake, fault or default of LEGACY WASTE SERVICES, then LEGACY WASTE SERVICES shall indemnify and hold CITY harmless for such damage.

LEGACY WASTE SERVICES is to indemnify and hold CITY harmless for any disposal of any prohibited material whether intentional or inadvertent.

LEGACY WASTE SERVICES shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners caused by LEGACY WASTE SERVICES, its agents, employees, and representatives.

LEGACY WASTE SERVICES agrees to and shall indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by LEGACY WASTE SERVICES under this Agreement, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.

## **SECTION 17. INSURANCE**

LEGACY WASTE SERVICES shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by LEGACY WASTE SERVICES, its agents, representatives, volunteers, employees or subcontractors.

LEGACY WASTE SERVICES insurance coverage shall be primary insurance with respect to the CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be considered in excess of the LEGACY WASTE SERVICES insurance and shall not contribute to it.

LEGACY WASTE SERVICES shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Certificates of Insurance and endorsements shall be furnished to CITY and approved by CITY before work commences.

### **A. STANDARD INSURANCE POLICIES REQUIRED**

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Worker's Compensation Policy

### **B. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES**

1. General Liability and Automobile Liability insurance shall be written by a carrier with a better rating in accordance with the current Best Key Rating Guide.
2. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
4. Claims Made Policies will not be accepted.
5. The CITY, its officials, employees and volunteers are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.

6. A Waiver of Subrogation in favor of the CITY with respect to the General Liability, Automobile Liability, and Workers' Compensation insurance must be included.
7. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
8. Upon request, certified copies of all insurance policies shall be furnished to the CITY.

#### C. COMMERCIAL GENERAL LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
2. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

#### D. AUTOMOBILE LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

#### E. WORKERS' COMPENSATION

1. Employer's Liability limits of \$500,000/\$500,000/ \$500,000 are required.

#### F. CERTIFICATES OF INSURANCE

1. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
  - a. The company is licensed and admitted to do business in the State of Texas.
  - b. The insurance set forth by the insurance company are underwritten on forms which have been approved by the Texas Department of Insurance or ISO.
  - c. Sets forth all endorsements as required above and insurance coverage's as previously set forth herein.
  - d. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the CITY.
  - e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**SECTION 18.  
ASSIGNMENT**

This Agreement and the rights and obligations contained herein may not be assigned by LEGACY WASTE SERVICES without the specific prior written approval of the City Council. Any assignment by LEGACY WASTE SERVICES without prior written approval of the City Council shall be null and void.

**SECTION 19.  
SAFETY**

LEGACY WASTE SERVICES shall perform the collection in accordance with applicable laws, codes, ordinances and regulations of the United States, State of Texas, Washington County, and CITY and in compliance with OSHA and other laws as they apply to its employees. It is the intent of the parties that the safety precautions are a part of the collection techniques for which LEGACY WASTE SERVICES is solely responsible. In the carrying on of the work herein provided for, LEGACY WASTE SERVICES shall use all proper skill and care, and LEGACY WASTE SERVICES shall exercise all due and proper precautions to prevent injury to any property, person or persons. LEGACY WASTE SERVICES assumes responsibility and liability and hereby agrees to indemnify the CITY from any liability caused by LEGACY WASTE SERVICES failure to comply with applicable federal, state or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.

**SECTION 20.  
AD VALOREM TAXES**

LEGACY WASTE SERVICES agrees to render all personal property utilized in its solid waste operation services to Washington County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of CITY.

**SECTION 21.  
NOTICES**

All notices required under the terms of this Agreement to be given by either party to the other shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

City of Brenham  
P.O. Box 1059  
Brenham, Texas 77834  
ATTN: City Secretary

LEGACY WASTE SERVICES  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_

All notices shall be deemed to have been properly served only if sent by certified mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

**SECTION 22.  
AMENDMENTS**

It is hereby understood and agreed by the parties to this Agreement that no alternation or variation to the terms of this Agreement shall be made unless made in writing, approved by both parties, and attached to this Agreement to become a part hereof.

**SECTION 23.  
SEVERABILITY**

If any section, sentence, clause or paragraph of this Agreement is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of the Agreement.

**SECTION 24.  
TERM OF AGREEMENT**

The term of this Agreement shall be effective beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, being the date of acceptance by LEGACY WASTE SERVICES and shall terminate on September 30, 2014.

Thereafter, this Agreement shall automatically renew annually for a subsequent one (1) year terms beginning on October 1 and terminating on the following September 30 unless either party gives written notice of non-renewal by certified mail no later than sixty (60) days prior to the then current termination date. Further, either party may terminate this Agreement without cause at any time by providing the other party with sixty (60) days written notice of termination by certified mail. This section is not intended, nor shall this section be construed, to limit or prohibit a party's ability to terminate this Agreement as otherwise provided in this Agreement.

**SECTION 25.  
ACCEPTANCE OF AGREEMENT**

That LEGACY WASTE SERVICES shall have sixty (60) days from and after the final passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary, and upon such acceptance being filed, this Ordinance shall take effect and be in force from and after the date of its acceptance, and shall effectuate and make binding the agreement provided by the terms hereof.

**SECTION 26.  
AUTHORIZATION TO EXECUTE**

The parties signing this Agreement shall provide adequate proof of their authority to execute this Agreement. This Agreement shall inure to the benefit and is binding upon the parties hereto and their respective successors or assigns, but shall not be assignable by either party without the written consent of the other party.

**SECTION 27.  
PUBLIC MEETING**

It is hereby found and determined that the meeting(s) at which this Ordinance was considered were open to the public, as required by Chapter 551, Texas Government Code, and that advance public notice of time, place, and purpose of said meetings was given in accordance with law.

**PASSED and APPROVED** on its first reading this \_\_\_\_ day of \_\_\_\_\_, 2013.

**PASSED and APPROVED** on its second reading this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

**ATTEST:**

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



## AGENDA ITEM 6

<b>DATE OF MEETING:</b> December 5, 2013		<b>DATE SUBMITTED:</b> November 27, 2013	
<b>DEPT. OF ORIGIN:</b>		<b>SUBMITTED BY:</b>	
<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 type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION	
	<input checked="" type="checkbox"/> WORK SESSION		
<b>AGENDA ITEM DESCRIPTION:</b> Discussion and Update on the Tax Phase-In Compliance Review Committee Report(s) and Recommendation(s).			
<p><b>SUMMARY STATEMENT:</b> The Tax Phase-In Compliance Review Committee meets every year to review all of the current tax phase-in recipients who were granted the incentive to ensure that value creation and employment &amp; payroll criteria are being met. The Committee consists of Susan Ebel and Catherine Kenjura representing the City of Brenham, Roger Chambers and John Gunn representing Washington County, and Willy Dilworth representing the Washington County Appraisal District with Page Michel and Clint Kolby of the Brenham Economic Development Foundation acting as liaisons for the Committee.</p> <p>This year, the Committee reviewed the following six companies for compliance: Advanced Data Storage, Stanpac, QuestVapco, Blue Bell Creameries, Valmont Industries and Longwood Elastomers. The Committee has verified that all six companies are in compliance with the criteria set forth in the Tax Phase-In Policy.</p>			
<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) Memo from Brenham EDF			
<b>FUNDING SOURCE (Where Applicable):</b>			
<b>RECOMMENDED ACTION:</b> Discussion Only			
<b>APPROVALS:</b> Terry K. Roberts			

**MEMORANDUM**

**2013 Board of Directors**

**William Krueger, Chair**  
*Jones & Carter, Inc.*

**Barbara Maurer, Vice Chair**  
*Chase, Retired*

**Gary Weiss, Secretary**  
*Germania Insurance*

**Billy Holle, Treasurer**  
*Seidel, Schroeder & Co.*

**Paul Kruse, Past Chair**  
*Blue Bell Creameries*

**Mike Baker**  
*MIC Group*

**Matt Bentke**  
*Bluebonnet Electric Cooperative*

**Tiemann Dippel III**  
*Brenham National Bank*

**Cory Flencher**  
*Citizens State Bank*

**Jon Hill**  
*Appel Ford*

**Stephen Miller**  
*Brenham Wholesale Grocery Co.*

**Brett Smith**  
*Lee Anderson Co.*

**Arlen Thielemann**  
*Thielemann Construction Co.*

**Jarvis Van Dyke**  
*Van Dyke, Rankin & Co.*

**Donald Voelter, Ph.D.**  
*Blinn College, Retired*

**David Yeager**  
*Blinn Technical Education Center*

**Staff**

**Page Michel**  
*President & CEO*

**Clint Kolby**  
*Project Manager*

To: Mayor and City Council  
From: Brenham Economic Development Foundation  
Date: November 26, 2013  
Re: Annual Tax Phase-In Compliance Review Committee Report

According to the City of Brenham's Tax Phase-In Policy, a Compliance Review Committee shall collect from every tax phase-in incentive recipient a sworn statement of compliance and verifying documents ensuring that all requirements have been met. The Committee shall then provide a report on the status of all Tax Phase-In incentive agreements to the City Council on or before December 15 of each calendar year.

This year, the Committee reviewed six companies for compliance:

- Advanced Data Storage
- Stanpac
- QuestVapco
- Blue Bell Creameries
- Valmont Industries
- Longwood Elastomers

The Tax Phase-In Compliance Review Committee, consisting of Susan Ebel and Catherine Kenjura representing the City, Roger Chambers and John Gunn representing the County, and Willy Dilworth representing the Appraisal District, met on November 25 to review their records. All six companies have met the value creation and employment & payroll criteria for receiving the tax phase-in incentive.

If you have any questions, please feel free to contact the EDF office at 979-836-8927 or [edf@brenhamtexas.com](mailto:edf@brenhamtexas.com).



## AGENDA ITEM 7

<b>DATE OF MEETING:</b> December 5, 2013		<b>DATE SUBMITTED:</b> November 27, 2013	
<b>DEPT. OF ORIGIN:</b>		<b>SUBMITTED BY:</b>	
<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 No. R-13-020 Re-Adopting the Guidelines and Criteria for Granting Tax Phase-In as Provided for in the City of Brenham “Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises”.			
<b>SUMMARY STATEMENT:</b> Every two years the Tax Phase-In Policy needs to be reviewed and readopted. This incentive has proven to be an effective economic development tool with recruiting new companies to town and helping existing industry grow over the past several years. The Brenham EDF Board of Directors recommends that the Tax Phase-In Policy be re-adopted with no changes made to it for 2014-15.			
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>			
A. <b>PROS:</b> Guidelines and criteria have to be re-adopted every two years in order to grant tax phase-in.			
B. <b>CONS:</b>			
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>			
<b>ATTACHMENTS:</b> (1) Memo from Brenham EDF; (2) Resolution No. R-13-020; (3) Copy of Policy Statement on Property Tax Phase-In Incentive Policy			
<b>FUNDING SOURCE (Where Applicable):</b>			
<b>RECOMMENDED ACTION:</b> Approve Resolution No. R-13-020 re-adopting the guidelines and criteria for granting Tax Phase-In as provided for in the City of Brenham “Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises”			
<b>APPROVALS:</b> Terry K. Roberts			



**2013 Board of Directors**

**William Krueger, Chair**  
*Jones & Carter, Inc.*

**Barbara Maurer, Vice Chair**  
*Chase, Retired*

**Gary Weiss, Secretary**  
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**Paul Kruse, Past Chair**  
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**Matt Bentke**  
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**Tieman Dippel III**  
*Brenham National Bank*

**Cory Flencher**  
*Citizens State Bank*

**Jon Hill**  
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**Stephen Miller**  
*Brenham Wholesale Grocery Co.*

**Brett Smith**  
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*Thielemann Construction Co.*

**Jarvis Van Dyke**  
*Van Dyke, Rankin & Co.*

**Donald Voelter, Ph.D.**  
*Blinn College, Retired*

**David Yeager**  
*Blinn Technical Education Center*

**Staff**

**Page Michel**  
*President & CEO*

**Clint Kolby**  
*Project Manager*

**MEMORANDUM**

To: Mayor Tate and City Council Members  
From: Brenham Economic Development Foundation  
Date: November 26, 2013  
Re: Tax Phase-In Policy Re-Adoption for 2014-15

On behalf of the Board of Directors of the Brenham Economic Development Foundation, I am writing to advise you of our recommendation regarding the re-adoption of the Tax Phase-In Incentive Policy for 2014-2015.

The EDF board's recommendation is to readopt the policy as it currently stands. We have included in this packet a copy of the Tax Phase-In Policy for your review.

Please feel free contact me with any questions or comments you may have before the Council meeting when this policy renewal will be discussed.

Thank you,

Page Michel  
President & CEO

## **RESOLUTION NO. R-13-020**

### **A RESOLUTION OF THE CITY OF BRENHAM, TEXAS RE-ADOPTING THE GUIDELINES AND CRITERIA FOR GRANTING TAX PHASE-IN IN A REINVESTMENT ZONE CREATED IN THE CITY OF BRENHAM**

**WHEREAS**, the creation and retention of job opportunities that bring new wealth to the community is a high civic priority; and

**WHEREAS**, new jobs and investment will benefit the area economy, provide needed opportunities, strengthen the real estate market and generate tax revenue to support local services, and

**WHEREAS**, the communities with the City of Brenham must compete with other localities across the nation currently offering tax inducements to attract new plant and modernization projects; and

**WHEREAS**, any tax incentives offered in the City of Brenham would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community, and

**WHEREAS**, any tax incentives should not affect the competitive position of existing companies operating in the City of Brenham; and

**WHEREAS**, the abatement of property taxes, when offered to attract primary jobs in industries which bring in money from outside a community instead of merely re-circulating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area economy; and

**WHEREAS**, effective September 1, 1987, Texas law requires an eligible taxing jurisdiction to establish guidelines and criteria as to eligibility for tax abatement agreements prior to granting of any future tax abatement, said guidelines and criteria to be unchanged for a two-year period unless amended by a three-fourths vote of the participating governing body; and

**WHEREAS**, on December 5, 2013 Council passed Resolution No. R-13-020 re-adopting the guidelines and criteria for granting tax abatement in a reinvestment zone created in the city; and

**WHEREAS**, these guidelines and criteria shall not be construed as implying or suggesting that the City of Brenham is under any obligation to provide tax abatement or other incentive to any applicant and all applicants shall be considered on a case by case basis

**NOW, THEREFORE, BE IT RESOLVED** that the undersigned does hereby re-adopt the attached guidelines and criteria for granting tax abatement in reinvestment zones in the City of Brenham styled as “Policy Statement on Tax Phase-In Incentive for Selected Commercial Enterprises”, as amended and incorporated herein by reference and effective January 15, 2014

**APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

**ATTEST:**

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

## CITY OF BRENHAM

### POLICY STATEMENT ON PROPERTY TAX PHASE-IN INCENTIVE FOR SELECTED COMMERCIAL ENTERPRISES

Policy Adoption Date: December 5, 2013

#### I. PURPOSE

The City of Brenham, hereinafter referred to as "the City," is committed to the promotion of high quality development in all parts of the community and to improving the quality of life for its citizens. In order to help meet these goals and to stimulate economic development, the City will consider providing incentives that include, but are not limited to, the property Tax Phase-In incentive, in accordance with the procedures, criteria and guidelines set forth in this Policy and as provided by Chapter 312 of the Texas Tax Code. Nothing in this Policy shall imply or suggest that the City is under any obligation to provide any incentives to any applicant. Each application for the Tax Phase-In incentive under this Policy shall be considered on an individual basis.

#### II. DEFINITION OF TAX PHASE-IN INCENTIVE

Tax Phase-In incentive, as referred to in this Policy, means the partial, temporary exemption from ad valorem taxes on certain qualifying property in a Reinvestment Zone designated by the City or County for economic development purposes. Only ad valorem (property) taxes are eligible for the incentive. Brenham ISD and Blinn College taxes are required to be paid in full at all times.

The attached Glossary is a list of words with their definitions that are found in this document, and the Glossary is incorporated herein by reference.

#### III. GUIDELINES AND CRITERIA

In order to be eligible for property Tax Phase-In incentive, the planned improvement at a minimum must:

- (a) Be an Authorized Facility. A facility may be eligible if it is a(n):
  - Agriculture/Aquaculture Facility,
  - Distribution Center Facility,
  - Manufacturing Facility,
  - Research Facility, or
  - Other Basic Industry. [as defined in Glossary-Section XII (o)]
- (b) The project must add new value to the tax roll of eligible property: a minimum of \$300,000 for a business new to Brenham or \$150,000 for an existing local business. For development in the Downtown Zone, a National Register Historic District, the added value must be a minimum of \$50,000. This is to help maintain the economic viability of

the central business district.

- (c) The applicant must maintain or create within the first year and throughout the Tax Phase-In incentive period a minimum of ten (10) jobs at an average base salary of \$33,000/year or higher, including any benefits (except for a location in the Downtown Zone).

In consideration of the request for the Tax Phase-In incentive, the following factors will also be considered:

- (1) Jobs The projected new jobs created including the number of jobs, the type of jobs and the average salary per job class.
- (2) Fiscal Impact The amount of real and personal property value that will be added to the tax roll for both eligible and ineligible property, the amount of direct sales tax that may be generated, any infrastructure improvements by the City that will be required by the facility, the infrastructure improvements made by the facility, and the compatibility of the project with the City's master plan for development.
- (3) Valuation at Termination of Tax Phase-In Incentive Period The estimated fair market value, valued at the end of incentive period, of any equipment included in the Tax Phase-In incentive. The economic life of the added-value property must exceed the duration of the granted Tax Phase-In incentive period.

- (4) Community Impact

The pollution, if any, as well as other negative environmental impacts affecting the health and safety of the community that will be created by the project;

The revitalization of a depressed area;

The business opportunities of existing local businesses;

The alternative development possibilities for proposed site;

The impact on other taxing entities;

Whether the improvement is expected to solely or primarily have the effect of transferring employment from one part of Washington County to another; and/or,

Whether the product manufactured or service provided by the business competes to a substantial degree with an existing business.

#### **IV. TAX PHASE-IN INCENTIVE AUTHORIZED**

- (a) Authorized Date A facility shall be eligible for the Tax Phase-In incentive if it has applied for the incentive prior to the commencement of construction and meets the guidelines and criteria under this Policy.

- (b) Creation of New Value Tax Phase-In incentive may only be granted for the additional value

of eligible property improvements made subsequent to the filing of an application for the Tax Phase-In incentive and specified in the Tax Phase-In incentive agreement between the City and the property owner and/or lessee, subject to such limitations as the guidelines and criteria may require.

(c) New and Existing Facilities Tax Phase-In incentive may be granted for new facilities and improvements and for the expansion or modernization of existing facilities and improvements. If the modernization project includes facility replacement, the Tax Phase-In incentive value shall be the tax-appraised value of the new unit(s) less the value of the old unit(s).

(d) Eligible Property Except as otherwise provided in this policy, the Tax Phase-In incentive may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary or convenient to the operation and administration of the facility.

(e) Ineligible Property The following types of property shall be fully taxable and ineligible for property Tax Phase-In incentives:

- land,
- animals,
- inventories,
- supplies,
- tools,
- furnishings and other forms of movable personal property,
- vehicles,
- vessels,
- aircraft,
- housing or residential property (except for property owners in the Downtown Zone),
- hotels/motels,
- fauna,
- flora,
- retail facilities (except for property owners in the Downtown Zone),
- deferred maintenance investments,
- property to be rented or leased except as provided in Part IV (f),
- 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,
- 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.

(f) Owned/Leased Facilities If a leased facility is granted the Tax Phase-In incentive, the agreement shall be executed with the lessor and the lessee and the new value investment shall be combined to calculate the total new value investment. If the lessee removes or reduces its new value investment to the detriment of the lessor, the lessor may annually elect to extend its Tax Phase-In incentive to obtain a replacement lessee. The lessor may obtain the full benefit of the remaining Tax Phase-In incentive period by resuming the Tax Phase-In incentive with the combined value of the replacement lessee by disregarding the Tax Phase-In incentive extension

term. The lessor shall not receive any Tax Phase-In incentive during any year where a Tax Phase-In incentive extension has been elected. The Tax Phase-In incentive period, including any extensions, shall never exceed a total of ten years as provided by state law. The replacement lessee may apply for its own Tax Phase-In incentive based solely on its new value investment.

(g) Value and Term of Tax Phase-In incentive Tax Phase-In incentives shall commence with the January 1 valuation date immediately following the occupancy of the property qualifying for the Tax Phase-In incentive unless otherwise specified by the City. The value of new eligible properties shall be abated according to the approved agreement between applicant and the City. The City, in its sole discretion, shall determine the amount of any Tax Phase-In incentive. The table one Tax Phase-In incentive schedule - Exhibit "A", table three in a Downtown Zone (map Exhibit "B"), incorporated herein by reference, shall be the maximum Tax Phase-In incentive available based on total new value investment or added employment for each year during the Tax Phase-In incentive term, whichever is greater. The total amount of abatement shall be derived from the sum of table one and table two, unless located in a Downtown Zone, in which the total amount of abatement will be derived from table three. Tax Phase-In incentive in a Downtown Zone shall receive approval for building plans and specifications by the Main Street Board as a condition of receiving the Tax Phase-In incentive.

(h) Downtown Zone A Tax Phase-In incentive zone within the designated downtown area in the attached Exhibit B, incorporated herein by reference, and any tracts or parcels contiguous to a tract in Exhibit B under common ownership.

(i) Taxability From the execution of the Tax Phase-In incentive contract to the end of the agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Part IV (e) shall be fully taxable.
- (2) The base year value of existing eligible property as determined each year shall be fully taxable.
- (3) The additional value of new eligible property shall be taxable in the manner described in Part IV (g).

## **V. APPLICATION PROCESS**

(a) Any present or potential owner of taxable property in the City of Brenham may request the creation of a Reinvestment Zone and Tax Phase-In incentive by filing written request with the City Manager.

(b) The application shall consist of a completed application form accompanied by:

- (1) A general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken;
- (2) A descriptive list of the improvements which will be a part of the facility;
- (3) A map and property description or a site plan, including a legal description of the area proposed for designation as a Reinvestment Zone, as applicable.

- (4) A time schedule for undertaking and completing the planned improvements;
- (5) In the case of modernizing or replacing existing facilities, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application;
- (6) The application form may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors of the applicant;
- (7) A schedule reflecting the proposed amount of abated taxes for which the applicant seeks, as well as the anticipated taxes to be paid by the applicant which will not be subject to the Tax Phase-In incentive; and
- (8) A schedule of the proposed job creation or retention, including details of job type(s), wages and benefits, and the timing of creation of any job within the phase-in period.

(c) Upon receipt of a completed application, the City Manager shall notify the Mayor and City Council. Before acting upon the application, the City may conduct an Economic Impact Study. Following this step, the City shall afford the applicant and any other interested persons the opportunity to speak and present evidence for or against the designation of the area as a Reinvestment Zone for the purpose of the Tax Phase-In incentive during a public hearing. Notice of the public hearing shall be clearly identified on an agenda of the City to be posted as required by law. At least seven (7) days before the date of the hearing, notice of the hearing must be 1) published in a newspaper having general circulation in the City; and 2) delivered in writing to the presiding officer of the governing body of each taxing entity having in its boundaries real property that is to be included in the proposed Reinvestment Zone.

(d) The City shall approve or disapprove the application for designation of an area as a Reinvestment Zone for Tax Phase-In incentive within ninety (90) days after receipt of the application. The presiding officer of the legislative body of the City shall notify the applicant of the approval or disapproval promptly thereafter.

(e) A request for designation of an area as a Reinvestment Zone for the purpose of receiving the Tax Phase-In incentive shall not be granted if the jurisdiction receiving the application finds that the request for the Tax Phase-In incentive was filed after the commencement of construction or installation of improvements related to a proposed modernization expansion or new facility began.

Variance. Requests for any variances from this Policy may be made in written form to the City Manager. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request for variance requires a three-fourths (3/4) majority vote of the governing body of the City. The approval by the City of a Tax Phase-In incentive shall conclusively be deemed as an approval of any variance from the provisions of Subsections (a) through (e) of Part V.

## **VI. PUBLIC HEARING**

(a) Should the City be able to show cause in the public hearing why the granting of a designation of an area as a Reinvestment Zone for the Tax Phase-In incentive will have a substantial adverse effect on its bonds, service capacity or the provision of service, that showing shall be reason for the City to deny the granting of the application.

(b) Neither a Reinvestment Zone nor a property Tax Phase-In incentive agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse affect on the provision of a government service or tax base of the City.
- (2) The applicant has insufficient financial capacity
- (3) Planned or potential use of the property would constitute a hazard to public safety, health or morals.
- (4) Planned or potential use of the property violates governmental codes or laws.

## **VII. AGREEMENT**

(a) After approval of the application for the designation of an area as a Reinvestment Zone for the property Tax Phase-In incentive, the City shall formally pass a resolution and execute an agreement with the owner of the facility and the lessee involved, if any, which shall include:

- (1) Estimated value to be abated and the base year value.
- (2) Percent of value to be abated each year as provided in Part IV (g).
- (3) The commencement date and the termination date of Tax Phase-In incentive.
- (4) The proposed use of the facility, nature of construction, time schedule for undertaking and completing the planned improvements, map, property description and improvements list as provided in Application, Part V.
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided herein and other provisions that may be required for uniformity or by state law.
- (6) Amount of investment and average number of jobs involved for the period of the Tax Phase-In incentive.
- (7) Said contract shall meet all of the requirements of Texas Tax Code Chapter 312.

(b) Such agreement shall be executed within ninety (90) days after the later of 1) the date

applicant has forwarded all necessary information to the City or 2) the date of the approval of the application.

(c) The City shall make its own determination of the property Tax Phase-In incentive which shall not bind any other jurisdiction.

## **VIII. ADMINISTRATION**

Each Tax Phase-In incentive project will be monitored annually for compliance. The agreement will require the applicant to provide a sworn statement and documents verifying compliance each year. Failure to provide the required documents in the manner outlined herein shall result in termination of the Tax Phase-In incentive agreement.

The terms of the agreement shall include the right of the City to review and verify the applicant's employment records and payroll records in each year during the term of the agreement, and to conduct an on-site inspection of the project in each year during the duration of the Tax Phase-In incentive, and to review such other items as may be reasonable to verify compliance with the terms of the agreement.

The agreement shall stipulate that employees and/or designated representatives of the City will have access to the Reinvestment Zone during the term of the Tax Phase-In incentive to inspect the facility to determine compliance with the terms and conditions of the agreement. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will be conducted in such manner as to not unreasonably interfere with the construction and/or operation the facility. All City inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.

All proprietary information acquired by any affected jurisdiction for purposes of monitoring compliance with the terms and conditions of a property Tax Phase-In incentive agreement shall be considered confidential to the extent allowed by law.

Compliance will be monitored in the following manner:

- (a) A Compliance Review Committee shall collect from the applicant a sworn statement of compliance and verifying documents and conduct any inspections on or before October 15 of each calendar year. The Committee shall be comprised of 5 representatives, with 2 appointed by the Mayor, 2 appointed by the County Judge and 1 by the Chief Appraiser. They will be appointed by January 30 of even numbered years for a two year term. Any vacancy on the committee will be filled by the designated official who appointed the vacating committee person. The designated official may remove an appointee at any time. The company/individual receiving the property Tax Phase-In incentive shall furnish the Committee with such information as may be necessary to verify compliance, including the number of new or retained employees associated with the facility and their salaries.
- (b) The Chief Appraiser of the County shall annually determine an assessment of the real and personal property in the Reinvestment Zone. This shall be done on or before December 1 of each calendar year.

- (c) The Committee shall provide a report on the status of all Tax Phase-In incentive agreements to the City Council on or before December 15 of each calendar year.

## **IX. RECAPTURE**

Should the City determine that a company or individual is in default according to the terms and conditions of its agreement, the City shall notify the company or individual in writing at the address stated in the agreement, and if such default is not cured within thirty (30) days or begun to be cured (in the case of a default that cannot reasonably be cured within 30 days) from the date of such notice ("Cure Period"), then the agreement shall be terminated.

In the event that the company or individual:

- (1) allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or
- (2) does not create or maintain jobs as outlined in the agreement; or
- (3) violates any of the terms and conditions of the Tax Phase-In incentive agreement and fails to cure same during the Cure Period; or
- (4) if the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting fire, explosion or other casualty or accident or natural disaster, for a period of more than one (1) year during the Tax Phase-In incentive period;

then the agreement shall terminate and so shall the Tax Phase-In incentive of taxes for the calendar year during which the agreement is terminated. The taxes otherwise abated for that calendar year shall be paid to the City within sixty (60) days from the date of termination, and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination. The City will use all available means for recapture, including but not limited to, placing a lien on the property and pursuing all other legal and equitable remedies available to the City.

## **X. ASSIGNMENT**

- (a) The Tax Phase-In incentive may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of the City, subject to the financial capacity of the assignee and provided that all conditions and obligations in the Tax Phase-In incentive agreement are guaranteed by the execution of a new contractual agreement with the City.
- (b) The contractual agreement with the new owner or lessee shall not exceed the termination date of the Tax Phase-In incentive agreement with the original owner and/or lessee.
- (c) No assignment or transfer shall be approved if the parties to the existing agreement, the

new owner or new lessee are liable to the City for outstanding taxes or other obligations.

(d) Approval shall not be unreasonably withheld.

## **XI. SUNSET PROVISION**

(a) This policy is effective upon the date of the adoption and will remain in force for two (2) years, at which time all Reinvestment Zones and Tax Phase-In incentive contracts created pursuant to its provisions may be reviewed by the City to determine whether the goals have been achieved. Based on that review, this policy may be modified, renewed or eliminated, providing that such actions shall not affect existing contracts.

(b) This policy does not amend any existing Industrial District Contracts or agreements with the owners of real property in areas deserving of specific attention as agreed by the City.

(c) Prior to the date for review, as defined above, this Policy Statement may be modified by a three fourths (3/4) vote of members each governing body, as provided for under the laws of the State of Texas.

## **XII. SEVERABILITY AND LIMITATIONS**

(a) In the event that any section, clause, sentence, paragraph or any part of this Policy Statement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of this Policy Statement.

(b) Property that is owned or leased by the following is excluded from the property Tax Phase-In incentive:

- (1) a member of the governing body of the City of Brenham or a member of a planning board or commission of the City; or
- (2) a member of the Commissioners Court or a member of a planning board or commission of Washington County.

(c) If this Policy Statement has omitted any mandatory requirements of the applicable Tax Phase-In incentive laws of the State of Texas, then such requirements are hereby incorporated as a part of this Policy Statement.

## **GLOSSARY**

- (a) "Agriculture/Aquaculture Facility" means buildings, structures and major earth structure improvements, including fixed machinery and equipment, the primary purpose of which is of food and/or fiber products in commercially marketable quantities.
- (b) "City" means the City of Brenham, Texas that levies ad valorem taxes upon and/or provides services to property located within the City limits.
- (c) "Agreement" means a contractual agreement between a property owner and/or lessee and the City for the purpose of the Tax Phase-In incentive.
- (d) "Base year value" means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the filing of an application for the Tax Phase-In incentive.
- (e) "Committee" means the Compliance Review Committee, consisting of representatives appointed by the City, County and Chief Appraiser's office to annually review documents verifying compliance of all projects receiving the Tax Phase-In incentive.
- (f) "Deferred maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- (g) "Distribution Center Facility" means building and structures, including machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility, from which a majority of revenues generated by activity at the facility are derived from outside of Washington County.
- (h) "Existing Local Business" means a business that has been located in the City of Brenham and has paid property taxes for at least one full year prior to submitting any application for the property Tax Phase-In incentive.
- (i) "Expansion" means the addition of buildings, employees, structures, machinery or equipment for purposes of increasing production capacity.
- (j) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- (k) "Job(s)" shall represent a newly created or a retained employment position on a full-time permanent basis at an average base salary of \$30,000 or higher, including any benefits, whether hired directly or leased through an employee leasing service.
- (l) "Manufacturing Facility" means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
- (m) "Modernization" means the upgrading and or replacement of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit

cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.

(n) "New Facility" means improvements to real estate previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

(o) "Other Basic Industry" means buildings and structures/including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or providing of services which serve a market primarily outside the County and results in the creation of new permanent jobs and new wealth in the County.

(p) "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

(q) "Research Facility" means buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

**EXHIBIT "A"**  
**TAX PHASE-IN INCENTIVE SCHEDULES**

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

**TABLE 1** (earns 50% of incentive)

**1A - Property Improvements by an Existing Local Business**

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

**1B - Property Improvements by a New Business**

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

**TABLE 2** (earns 50% of incentive)

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

Level	The number of new and/or retained full-time employees with an average salary level of \$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

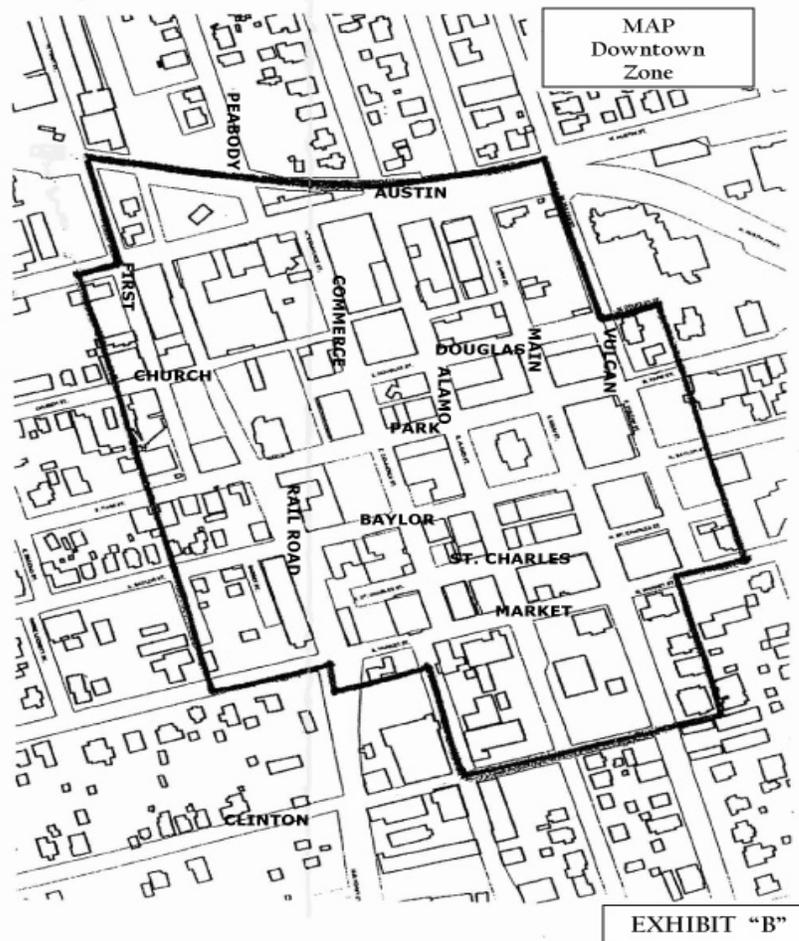
**TABLE 3** Downtown Zone

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

**EXHIBIT  
B  
MAP OF DOWNTOWN  
ZONE**





**AGENDA ITEM 8**

<b>DATE OF MEETING:</b> December 5, 2013		<b>DATE SUBMITTED:</b> December 1, 2013	
<b>DEPT. OF ORIGIN:</b> Administration		<b>SUBMITTED BY:</b> Terry Roberts	
<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 Recommendations for Appointments and/or Re-Appointments to Various City Advisory Boards			
<b>SUMMARY STATEMENT:</b> See attached memo from Terry Roberts.			
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>			
<b>A. PROS:</b>			
<b>B. CONS:</b>			
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>			
<b>ATTACHMENTS:</b> (1) Memo from Terry Roberts; and (2) Summary pages for each board.			
<b>FUNDING SOURCE (Where Applicable):</b>			
<b>RECOMMENDED ACTION:</b> Approve the recommendations for appointments and/or re-appointments to various city advisory boards, as presented.			
<b>APPROVALS:</b> Milton Y. Tate, Jr.			



To: Mayor and City Council  
From: Terry K. Roberts, City Manager  
Subject: Advisory Board Recommendations for 2014  
Date: December 1, 2013

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Under the City's policy for advisory board appointments, persons interested in serving must fill out an application of appointment. This includes current board members who are willing and interested in continuing their service.

According to the City's policy, the Mayor and City Manager are to review the board appointments and offer a recommendation to the City Council. Our recommendations are shown below:

**Airport Advisory:** Jerry LeGard and Pat Elliott recommended for reappointment. One vacancy still remains for the position held by Gene Hammons who requested to not be reappointed.

**Board of Adjustment:** MaLisa Hampton and Arlen Thielemann recommended for reappointment.

**Brenham Community Development Corporation:** Incumbents Atwood Kenjura, Darrell Blum, David Cone, and Charles Moser recommended for reappointment.

**Brenham Housing Authority:** John Harris, Wanda Cooley, and Ray Daugbjerg are incumbents who are willing to continue service and are being recommended for reappointment.

**Hotel Occupancy Tax Board:** There are three city positions up for reappointment: Al Patel, Donna Cummins, and Bill Weiss. Al Patel is being recommended for reappointment and Donna Cummins does not wish to continue her service. As you all know, Brett Smith was appointed by the Mayor in September to serve in Bill Weiss' position until a new appointment could be made

There were two citizens that expressed interest in serving on the HOT Board: Stephanie Wehring and Tiffany Winkles:

- Ms. Wehring is currently employed as the Community Patient Navigator with the The Rose in Houston. Her prior work experience includes Blinn College, Galveston CVB and Washington County CVB. She earned a Bachelor's from Texas A&M University in Recreation, Park & Tourism Sciences. She also has a Certificate of Nonprofit Management from The Bush School of Government and Public Service at A&M.
- Ms. Winkles is currently employed as the Visitor Center Director at Blue Bell Creameries. Her prior work experience includes Frito Lay, Tyson Foods, and Lexicon Genetics. She earned her Bachelor's degree from Texas A&M University.

Both Stephanie Wehring and Tiffany Winkles are being recommended for appointment to the HOT Board; Ms. Wehring for Donna Cummins and Ms. Winkles for Bill Weiss.

**Library Advisory Board:** The Fortnightly has appointed two new members to their positions on the Board: Renee Mueller and Deborah Ottsen. Citizen Christy Van Dyke has expressed an interest in serving in the City's member position. Ms. VanDyke is currently employed at BISD and has a degree from Sam Houston State University in History. Ms. VanDyke is being recommended for appointment.

**Main Street Board:** The three incumbents who are eligible for reappointment have expressed a willingness to stay on the board and are recommended for reappointment. They are Margie Young, Jon Hill, and Mark Schneider.

**Parks Advisory Board:** The three incumbents who are eligible for reappointment have expressed a willingness to stay on the board and are recommended for reappointment. They are Kenneth Goessler, Delbert Boeker, and Pam Hohlt.

**Planning and Zoning Commission:** The following incumbents have expressed an interest in continuing service on the P&Z and are recommended for reappointment: Charlie Pyle, Nancy Low and Deanna Alfred.

This packet includes a recap of each board and their members for your review. If you have any questions, please get with the Mayor or me.

## **AIRPORT ADVISORY BOARD**

**Term of Office: Three Years**

**Meeting Schedule: As Needed**

**Responsible Staff Member: Julie Fulgham/Kim Hodde**

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The Board assists the City of Brenham and the Fixed Base Operator in the planning and operation of the Brenham Municipal Airport and review and monitors existing operations and considers ways to improve the facilities and services.

At least nine (9) members who reside in Washington County are appointed to staggered three year terms by the City Council. All three year terms expire in December of the appropriate calendar year. The City Engineer or some other city official may be designated by the City Manager as an ex-officio member.

<b>Position</b>	<b>Board Member</b>	<b>Term Expiration</b>
1	Brent Nedbalek	December, 2015
2	Gene Hammons	December, 2013
3	Janet Hess	December, 2014
4	Bryan Butler	December, 2015
5	Jerry LeGard	December, 2013
6	Jon Hodde	December, 2014
7	Mark Whitehead	December, 2015
8	Pat Elliott	December, 2013
9	Eddie Van Dyke	December, 2014

***P2. Gene Hammons: will not seek reappointment, staff looking for replacement***

*P5. Jerry LeGard: Requested reappointment*

*P8. Pat Elliott: Requested reappointment*

## **BOARD OF ADJUSTMENTS**

**Term of Office: Three Years**  
**Meeting Schedule: Monthly, 2<sup>nd</sup> Monday @ 6:00 p.m.**  
**Responsible Staff Member: Julie Fulgham/Kim Hodde**

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**The Board of Adjustment fulfills, in accordance with the laws of the State of Texas and the Code of Ordinances of the City of Brenham, those responsibilities so delegated to it by the City Council.**

Five (5) members are appointed by the City Council for staggered terms of three (3) years respectively. At least one member of the Board shall be a member of the city Planning and Zoning Commission. The Board shall have two (2) alternate members, appointed by the City Council, who shall serve in the absence of one or more regular members when requested to do so by the Mayor. These alternate members, when appointed, shall serve for the same period as the regular members.

The Board hears and decides appeals where it is alleged there is error of law in any order, requirement, or decision made by the Zoning Administrator, including appeals alleging error in the interpretation of the classification of any use not specifically named in the City of Brenham Zoning Ordinance and to hear and decide special exceptions and variances as provided for in the City of Brenham Zoning Ordinance.

<b>Position</b>	<b>Board Member</b>	<b>Term Expiration</b>
1	MaLisa Hampton	December, 2013
2	Arlen Thielemann	December, 2013
3	Jon Hodde	December, 2015
4	Walt Schoenvogel	December, 2015
5	Mike Haywood	December, 2015

<b>Position</b>	<b>Alternate Member</b>	<b>Term Expiration</b>
A-1	Richard Heiges	December, 2015
A-2	Jarvis Van Dyke	December, 2015

- P1. MaLisa Hampton: Requested reappointment*
- P2. Arlen Thielemann: Requested reappointment*

## **BRENHAM COMMUNITY DEVELOPMENT CORPORATION**

**Term of Office: Two Years**

**Meeting Schedule: Quarterly; 3<sup>rd</sup> Thursday in Quarter @ 7:30 a.m.**

**Responsible Staff Member: Terry Roberts/Paula Shields**

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The Brenham Community Development Corporation (BCDC) promotes economic and community development within the city and on behalf of the city by developing, implementing, providing, and financing projects as defined in Section 4B of the Development Corporation Act (Article 5190.6 V.T.C.S.).

The business of the BCDC is managed by a Board of Directors composed of seven (7) members, who reside within the City of Brenham, appointed to two-year staggered terms by City Council. All two-year terms expire in December of the appropriate year. Not less than three (3) members of this Board of Directors shall be persons who are not employees, officers or members of the governing body of the City of Brenham.

The BCDC has all the powers, both express and implied, granted to corporations governed by Section 4B of the Development Corporation Act (Article 5190.6 V.T.C.S.) and by the Texas Non-profit Corporation Act. The Corporation is operated according to its own Articles of Incorporation and Bylaws.

The BCDC Board develops a budget each year based on sales tax projections. The City collects a local sales tax of 1.5 cents; of that amount, 3/8 (.375) cents is dedicated to BCDC activities. Historically, the BCDC has allocated 35% of its funds to economic development activities and 65% to community development projects.

<b>Position</b>	<b>Board Member</b>	<b>Term Expiration</b>
1	Atwood Kenjura	December, 2013
2	Darrell Blum	December, 2013
3	David Cone	December, 2013
4	Charles Moser	December, 2013
5	John Barkman	December, 2014
6	Bill Betts	December, 2014
7	John Hasskarl	December, 2014

*P1. Atwood Kenjura: Requested reappointment*

*P2. Darrell Blum: Requested reappointment*

*P3. David Cone: Requested reappointment*

*P4. Charles Moser: Requested reappointment*

**BRENHAM HOUSING AUTHORITY BOARD**

**Term of Office: Two Years**

**Meeting Schedule: Monthly; 3<sup>rd</sup> Tuesday @ 5:30 p.m.**

**Responsible Staff Member: Bill Decker**

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The Mayor is responsible for making Board appointments.

The Board manages the Public Housing Program in the City of Brenham under the rules and regulations of the U.S. Department of Housing and Urban Development.

The Board hires an Executive Director to administer the day-to-day operations of the Brenham Housing Authority.

<b>Position</b>	<b>Board Member</b>	<b>Term Expiration</b>
1	John Harris	December, 2013
2	Wanda Cooley	December, 2013
3	Ray Daugbjerg	December, 2013
4	Richard Flammer	December, 2014
5	Harvey Williams	December, 2014

*P1. John Harris: Requested reappointment*

*P2. Wanda Cooley: Requested reappointment*

*P3. Ray Daugbjerg: Requested reappointment*

**BRENHAM-WASHINGTON COUNTY**  
**HOTEL OCCUPANCY TAX BOARD**

**Term of Office: Three Years**  
**Meeting Schedule: Bi-monthly; 2<sup>nd</sup> Wednesday @ 10:00 a.m.**  
**Staff Liaison: Jeana Bellinger**

In May, 2010 the City of Brenham and Washington County entered into an Interlocal Agreement to jointly establish the Brenham-Washington County Hotel Occupancy Tax (HOT) Board. The purpose and responsibility of the HOT Board will include, but not be limited to, the following:

- To recommend allocation of hotel occupancy tax funds as authorized by the Texas Tax Code, Chapters 351 and 352;
- To receive and review applications from organizations requesting funds;
- To recommend to the governing bodies of the City and County allocation of hotel occupancy tax funding; and
- To review the actual expenditures of hotel occupancy tax funds.

The HOT Board is comprised of nine (9) members:

- Seven (7) members (Member Positions 1-7) will be appointed by the City of Brenham City Council to three (3) year, staggered, terms; and
- Two (2) members (Member Positions 8-9) will be appointed by the Washington County Commissioners Court to two (2) year, staggered, terms

Members shall be appointed to staggered three (3) year terms, ending in December of each calendar year. The Board members shall elect a Chairperson and a Vice-Chairperson, whose terms shall be for a period of one (1) year.

<b>Position</b>	<b>Board Member</b>	<b>Expiration</b>
1	Jean Shoup	December, 31, 2015
2	Bill Weiss	December 31, 2013
3	James Lopez	December 31, 2014
4	Steve James	December 31, 2015
5	Al Patel	December 31, 2013
6	Keith Hankins	December 31, 2014
7	Donna Cummins	December 31, 2013
8	Barbara Segal	December 31, 2012
9	Bob Cottle	December 31, 2013

*P1. Bill Weiss: Deceased; see new member appointment request (T. Winkles)*

*P2. Al Patel: Requested reappointment*

*P3. Donna Cummins: Resigned; see new member appointment request (S. Wehring)*

## **LIBRARY ADVISORY BOARD**

**Term of Office: Three Years**

**Meeting Schedule: As Needed**

**Responsible Staff Member: Wende Ragonis/Paula Shields**

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The Library Advisory Board was created to assist the City of Brenham in the planning and operation of the Nancy Carol Roberts Memorial Library with the ultimate goal being to provide the best service possible to the citizens of the library's service population as assigned by the Texas State Library and Archives Commission.

The Board's purpose is counsel city staff on establishing, reviewing and updating policies, monitoring existing operations, making recommendations regarding fee schedules for services, considering ways to better utilize the existing facilities, and at all times providing a plan for future development of the Library.

The Board shall consist of nine (9) members approved by the Brenham City Council. Five (5) members shall be nominated by the Brenham Fortnightly Club from its membership and four (4) members are to be nominated by the Mayor or City Council members.

All members shall reside in Washington County. Members shall be appointed to staggered three (3) year terms, ending in December of each calendar year. The City Librarian shall be an ex-officio member of the Board. A Staff Liaison, to be designated by the City Manager, will perform support services, prepare agendas, post meeting notices, and prepare the minutes of the Board meetings. The Board members shall elect a Chairperson and a Vice-Chairperson whose terms shall be for a period of one (1) year.

All recommendations from this Board shall be presented to City Council for final approval.

<b>Position</b>	<b>Board Member</b>	<b>Nominating Entity</b>	<b>Term Expiration</b>
1	Weldon Williams	City of Brenham	December 31, 2014
2	Keith Herring	City of Brenham	December 31, 2015
3	Meg Cone	City of Brenham	December 31, 2015
4	Zeb Heckmann	Washington County	December 31, 2013
5	Alana Winkelmann	Brenham Fortnightly	December 31, 2015
6	Teddy Boehm	Brenham Fortnightly	December 31, 2013
7	Betty Fortner	Brenham Fortnightly	December 31, 2014
8	Jody Tyson	Brenham Fortnightly	December 31, 2014
9	Joy Blake	Brenham Fortnightly	December 31, 2013

***P4. New City appointed position; see new member appointment request (C. VanDyke)***

***P6. Fortnightly Appointment (R. Mueller)***

***P9. Fortnightly Appointment: (D Ottsen)***

## **MAIN STREET BOARD**

**Term of Office: Three Years**

**Meeting Schedule: Monthly, 1<sup>st</sup> Monday @ 4:00 p.m.**

**Responsible Staff Member: Jennifer Eckermann**

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The Main Street Board oversees the activities of the Main Street Director and develops plans and programs to stimulate both historic preservation and economic vitality for downtown Brenham, according to the Texas Historical Commission's criteria for Main Street Communities.

Nine (9) members are appointed to three-year terms by the City Council. These members shall be knowledgeable about downtown, marketing, financing, historic preservation, or other disciplines important to the purpose and scope of the Board. All three-year terms expire in December of the appropriate calendar year.

The Board is responsible for working with the City Manager to employ and oversee the activities of a Main Street Director; recommending to the City Council appropriate policies and plans for downtown development; working with the Convention and Visitors' Bureau to recommend and implement marketing strategies for downtown Brenham that will improve downtown sales and create a positive public image; and develop financial assistance programs to assist downtown property owners.

<b>Position</b>	<b>Board Member</b>	<b>Term Expiration</b>
1	Traci Pyle	December, 2015
2	Margie Young	December, 2013
3	Tiffany Morisak	December, 2014
4	Leslie Harrell	December, 2015
5	Jon Hill	December, 2013
6	John Herman	December, 2014
7	Tommy Upchurch	December, 2015
8	Mark Schneider	December, 2013
9	Jay Alexander	December, 2014

*P2. Margie Young: Requested reappointment*

*P5. Jon Hill: Requested reappointment*

*P8. Mark Schneider: Requested reappointment*

## **PARKS & RECREATION ADVISORY BOARD**

**Term of Office: Three Years**

**Meeting Schedule: Monthly, 2<sup>nd</sup> Wednesday @ Noon**

**Responsible Staff Member: Wende Ragonis/Paula Shields**

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The Parks and Recreation Advisory Board assists the City of Brenham in the planning and operation of the parks and recreations system and reviews and monitors existing operations and considers ways to better utilize existing facilities.

The Board consists of nine (9) members, the majority of whom reside in Washington County and are appointed to staggered, three-year, terms by the City Council. The City Manager appoints a staff member to serve as an ex-officio member of the Board.

The Board's authority is advisory and all recommendations are presented to the City Council for approval before any action is taken.

<b>Position</b>	<b>Board Member</b>	<b>Term Expiration</b>
1	Jeff Tilley	December, 2015
2	Kenneth Goessler	December, 2013
3	Bill Betts	December, 2014
4	Jim Baker	December, 2015
5	Delbert Boeker	December, 2013
6	Cecil Meekins	December, 2014
7	Robert Haberman	December, 2015
8	Pam Hohlt	December, 2013
9	Luis Mendoza	December, 2014

*P2. Kenneth Goessler: Requested reappointment*

*P5. Delbert Boeker: Requested reappointment*

*P8. Pam Hohlt: Requested reappointment*

**PLANNING & ZONING COMMISSION**

**Term of Office: Two Years**

**Meeting Schedule: Monthly, 1<sup>st</sup> Monday @ 5:15 p.m.**

**Responsible Staff Member: Julie Fulgham**

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The Planning & Zoning Commission (P&Z) fulfills those planning and zoning responsibilities delegated to it by the City Council.

Seven (7) members are appointed by the City Council to serve three-year staggered terms. The City Manager appoints a staff member to provide support to the Board; to appear on behalf of City Council at all public hearings; to establish administrative procedures; and maintain all records of the Board.

As provided by the laws of the State of Texas and ordinances of the City of Brenham, the P&Z: approves or disapproves land subdivision plat or re-plats; vacates plats or re-plats; holds public hearings and makes recommendations to the City Council relative to creation, amendment and implementation of zoning regulations, use classifications and districts; recommends to the City Council plans, programs, policies related to future growth and development of the city; and performs other duties and responsibilities as may be referred to the P&Z by the City Council.

<b>Position</b>	<b>Board Member</b>	<b>Term Expiration</b>
1	Charlie Pyle	December, 2013
2	Walt Schoenvogel	December, 2014
3	Nancy Low	December, 2013
4	Leroy Jefferson	December, 2014
5	Deanna Alfred	December, 2013
6	Calvin Kossie	December, 2014
7	Lynette Scheffield	December, 2014

*P1. Charlie Pyle: Requested reappointment*

*P3. Nancy Low: Requested reappointment*

*P5. Deanna Alfred: Requested reappointment*



## AGENDA ITEM 9

<b>DATE OF MEETING:</b> December 5, 2013	<b>DATE SUBMITTED:</b> December 2, 2013	
<b>DEPT. OF ORIGIN:</b> Administration	<b>SUBMITTED BY:</b> Grant Lischka	
<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 checked="" 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 Ordinance No. O-13-031 in Its Second Reading Establishing New Speed Limits on U.S. Highway 290 From the East City Limit Line to Business U.S. 290 West		
<b>SUMMARY STATEMENT:</b> As previously discussed in work session, TxDOT performed a speed zone study in July 2013 on U.S. Highway 290 within the City Limits. After discussions with staff, TxDOT proposed the following speed limits:		
<ol style="list-style-type: none"> <li>1. From the east City Limit line to Business U.S. 290 West, TxDOT is proposing a speed limit of 65 MPH in both directions.</li> </ol>		
<p>Council approved an ordinance in its First Reading that established speed limits of 60 MPH. After reviewing State law regarding the establishment of speed zones, the speed study performed by TxDOT does not support a speed limit of 60 MPH. In order for the speed limit to be set at 60 MPH, the 85<sup>th</sup> percentile speed must be lower than 65 MPH. The TxDOT speed study had an 85<sup>th</sup> percentile speed of 69 MPH.</p> <p>If the council approves the ordinance with a 60 MPH speed limit, then TxDOT will not replace the existing speed limit signs to reflect the new speed limit as set by the ordinance, therefore staff recommends that the ordinance set the following speed limits:</p>		
<ol style="list-style-type: none"> <li>2. From the east City Limit line to Business U.S. 290 West, TxDOT is proposing a speed limit of 65 MPH in both directions.</li> </ol>		
<p>Staff feels that the proposed speed limits are acceptable as this will establish consistent posted speed limits along U.S 290.</p>		

**STAFF ANALYSIS (For Ordinances or Regular Agenda Items):**

**A. PROS:** Speed limits will be consistent along all of U.S. Highway 290 from the east City Limits line to Business U.S. 290 West.

**B. CONS:**

**ALTERNATIVES (In Suggested Order of Staff Preference):** N/A

**ATTACHMENTS:** (1) Ordinance No. O-13-031

**FUNDING SOURCE (Where Applicable):** N/A

**RECOMMENDED ACTION:** Approve Ordinance No. O-13-031 in its second reading establishing new speed limits on U.S. Highway 290 from the east City Limit line to Business U.S. 290 West

**APPROVALS:** Terry K. Roberts



**AGENDA ITEM 10**

<b>DATE OF MEETING:</b> December 5, 2013		<b>DATE SUBMITTED:</b> November 26, 2013	
<b>DEPT. OF ORIGIN:</b> Public Works		<b>SUBMITTED BY:</b> Dane Rau	
<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 Bid No. 14-003 for the Purchase of Road Base Materials for the Street Department and Authorize the Mayor to Execute Any Necessary Documentation.			
<b>SUMMARY STATEMENT:</b> On November 26, 2013 the Purchasing Dept. opened bids regarding the annual contract for supplying road base material to the City of Brenham. There were 17 bids sent out with 5 bids being received.  We are pleased to say that we received 5 competitive bids with the lowest bid submitted by Bernardo Trucking in the amount of \$22.00/ton. This price includes delivery to site. This price is slightly higher than the 2012-13 contract of \$21.00/ton. Increases have been seen across the board mainly in trucking costs.  Based on the attached bid tabulation we recommend council awarding the bid to Bernardo Trucking for the annual road base material in the amount of \$22.00/ton.			
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>			
A. <b>PROS:</b> Received 5 competitive bids			
B. <b>CONS:</b> \$1.00 higher than previous year.			
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>			
<b>ATTACHMENTS:</b> (1) Bid Information Sheets; and (2) Bid Tabulation Form			
<b>FUNDING SOURCE (Where Applicable):</b> 101-1-525.00			
<b>RECOMMENDED ACTION:</b> Approve Bid No. 14-003 and Award Annual Contract to Bernardo Trucking for Road Base Material in the Amount of \$22.00/ton and Authorize the Mayor to Execute Any Necessary Documentation.			
<b>APPROVALS:</b> Terry K. Roberts			



**Bid Information Sheet**

November 26, 2013

**Bid No. 14-003**

**Bid Opening Date: November 26, 2013, 2:00 P.M.**

**For: Annual Contract- Road Base Material**

**Purchase not to exceed budgeted funds.**

**Number of bidders sent a bid packet: 17**

**Number of completed bids returned to Purchasing: 5**



**Bid Information Sheet**

Bid No. 14-003

26-Nov-13

**Bid Opening Date: November 26, 2013, 2:00 P.M.**

**For: Annual Contract- Road Base Material**

**Purchase not to exceed budgeted funds.**

**Number of bidders sent a bid packet: 17**

**Number of completed bids returned to Purchasing: 5**

	<b>Statewide Materials Trasnpot LTD.</b>	<b>Bernardo Trucking</b>	<b>Lhoist North America</b>	<b>Colorado Materials LTD.</b>	<b>Knife River Corp. South</b>
<b>Freight Rate per ton</b>	\$ 12.95	\$ 17.00	\$ 21.10	\$ 18.79	\$ 11.00
<b>Material Cost per ton</b>	\$ 11.00	\$ 5.00	\$ 5.00	\$ 4.50	\$ 16.50
<b>Cost per ton</b>	\$ 23.95	\$ 22.00	\$ 26.10	\$ 23.29	\$ 27.50
<b>Total Annual Amount</b>	\$ 239,500.00	\$ 220,000.00	\$ 261,000.00	\$ 232,900.00	\$ 275,000.00





## AGENDA ITEM 11

<b>DATE OF MEETING:</b> December 5, 2013	<b>DATE SUBMITTED:</b> November 26, 2013	
<b>DEPT. OF ORIGIN:</b> Public Works	<b>SUBMITTED BY:</b> Dane Rau	
<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 Bid No. 14-002 for Janitorial Services for Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation.		
<p><b>SUMMARY STATEMENT:</b> On November 19, 2013 the Purchasing Dept. opened bids for janitorial services for several city facilities. There were 14 bids sent out with 5 completed bids received. This bid was for the cleaning on 6 city facilities which include City Hall, Library, Police Station, Fire Station, Central Communications, and the Blue Bell Aquatic Center. The low bidder was Ambassador Higher Cleaning Standards from Houston, TX at \$66,036.00. (Reference Bid Information Sheet)</p> <p>For the past two years, Callie Korth has been our janitorial service provider and has done an excellent job. Callie opted not to renew her contract for 2013-14 which initiated the bid process. A mandatory pre-bid meeting was held on November 12th which provided all vendors the opportunity to look at the facilities first hand.</p> <p>Staff has checked numerous references on Ambassador Higher Cleaning Standards and has been very satisfied with what we have heard about accountability, honesty, detailed work, professional image and improving on areas of concern throughout the contract.</p> <p>Overall, this contract will save the City of Brenham significant money from the previous contractor whose low bid was at \$95,935.72 in 2011. If passed and approved by Council, this contract will become effective January 15, 2014.</p>		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
<p><b>A. PROS:</b> Will save the City money from previous contract.</p> <p><b>B. CONS:</b> Will lose a reputable cleaning company that provided great service.</p>		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b> (1) Bid Information Sheet; and (2) Bid Tabulation		

**FUNDING SOURCE (Where Applicable):** 131-450.00, 146-450.00, 151-450.00, 152-450.00, 150-450.00, 149-450.00

**RECOMMENDED ACTION:** Approve Bid No. 14-002 and award contract to Ambassador Higher Cleaning Standards and authorize the Mayor to execute any necessary documentation.

**APPROVALS:** Terry K. Roberts



Bid Information Sheet  
November 19, 2013

Bid No. 14-002

For: Janitorial Services

Purchase not to exceed budgeted funds

Number of bids emailed out: 14

Number of completed bids returned to Purchasing: 5

**BID TABULATION  
 BID NO. 14-002 JANITORIAL SERVICES**

	<b>MBM</b>	<b>LIM</b>	<b>Saenz</b>	<b>Colwell's</b>
	<b>McLemore Bldg.</b>	<b>Services</b>	<b>Cleaning</b>	<b>Ambassador</b>
	<b>Maintenance</b>	<b>Industries Inc.</b>	<b>Services</b>	<b>Services</b>
				<b>Chem-Dry</b>
<b>A. CITY HALL</b>				
Daily	182.21	1600.00 Per Mth	156.67	102.40
Sq. Ft.	0.0057	0.05	0.106	0.0032
Weekly	893.55	320.00 Per Mth	783.37	512.06
Sq. Ft.	0.0279	0.02	0.106	0.016
Monthly	3,872.06	320.00 Per Mth	3,392.00	2,218.00
Sq. Ft.	0.121	0.02	0.106	0.0693
<b>Annual Amount</b>	<b>46,464.67</b>	<b>26,880.00</b>	<b>40,704.00</b>	<b>26,616.00</b>
				<b>51,600.00</b>
Carpet Cleaning	0.08	0.15	0.09	0.10
Quarterly Grout Restore	0.19	0.28	0.05	0.15
Complete Resilient Floor Maint.	0.25	0.29	0.02	0.22
Clean/Buff IT Floors	0.22	0.09	0.03	0.10
Extra Services/Per Hr.	14.34	14.00	20.00	16.00

**B. NANCY CAROL ROBERTS MEMORIAL LIBRARY**

	MBM McLemore Bldg. Maintenance	LIM Services Industries Inc.	Saenz Cleaning Services	Ambassador Services	Colwell's Chem-Dry
Daily	66.29	714.00 Per Mth	55.93	39.53	76.92
Sq. Ft.	0.0056	0.06	0.122	0.00332	0.006
Weekly	391.37	238.00 Per Mth	335.57	237.23	461.54
Sq. Ft.	0.0329	0.02	0.122	0.0199	0.038
Monthly	1,695.93	238.00 Per Mth	1,453.00	1,028.00	2,000.00
Sq. Ft.	0.143	0.02	0.12	0.0863	0.168
<b>Annual Amount</b>	<b>20,351.20</b>	<b>14,280.00</b>	<b>17,436.00</b>	<b>12,336.00</b>	<b>24,000.00</b>
Carpet Cleaning	0.08	0.15	0.09	0.10	0.12
Clean Ext. Windows (Per Window)	2.50	4.00	4.00	5.00	5.00
Extra Services/Per Hr.	14.34	14.00	20.00	16.00	18.00

	MBM McLemore Bldg. Maintenance	LIM Services Industries Inc.	Saenz Cleaning Services	Ambassador Services	Colwell's Chem-Dry
<b>C. POLICE DEPARTMENT</b>					
Daily	100.22	1056.00 Per Mth	130.07	77.40	143.07
Sq. Ft.	0.0057	0.06	0.16	0.00439	0.008
Weekly	491.45	352.00 Per Mth	650.35	387.00	715.38
Sq. Ft.	0.0279	0.02	0.16	0.02198	0.04
Monthly	2,129.63	352.00 Per Mth	2,816.00	1,677.00	3,100.00
Sq. Ft.	0.121	0.02	0.16	0.0952	0.176
Quarterly	6,388.89	172.00 Each Time	(Left Blank)	5,031.00	9,300.00
Sq. Ft.	0.363	0.01	0.05	0.2858	0.528
<b>Annual Amount</b>	<b>25,555.57</b>	<b>21,808.00</b>	<b>33,792.00</b>	<b>20,124.00</b>	<b>37,200.00</b>
Carpet Cleaning	0.08	0.15	0.09	0.10	0.12
Quarterly Grout Restore	0.08	0.28	0.05	0.15	0.25
Complete Resilient Floor Maint.	0.25	0.28	0.02	0.22	0.35
Extra Services/Per Hr.	14.34	14.00	20.00	16.00	18.00

**D. CENTRAL FIRE STATION**

	<b>MBM</b>	<b>LIM</b>	<b>Saenz</b>	<b>Colwell's</b>
	<b>McLemore Bldg.</b>	<b>Services</b>	<b>Cleaning</b>	<b>Ambassador</b>
	<b>Maintenance</b>	<b>Industries Inc.</b>	<b>Services</b>	<b>Services</b>
				<b>Chem-Dry</b>
Weekly	40.75	90.51 Per Wk	97.55	30.00
Sq. Ft.	0.0135	0.03	0.14	0.00994
Monthly	176.58	60.34 Per Mth	422.38	130.00
Sq. Ft.	0.059	0.02	0.14	0.043
<b>Annual Amount</b>	<b>2,118.99</b>	<b>5,430.60</b>	<b>5,068.56</b>	<b>1,560.00</b>
Carpet Cleaning	0.08	0.15	0.09	0.10
Quarterly Grout Restore	0.08	0.28	0.05	0.15
Complete Resilient Floor Maint.	0.25	0.28	0.02	0.22
Clean Ext. Windows (Per Window)	2.50	4.00	4.00	5.00
Extra Services/Per Hr.	14.34	14.00	20.00	16.00
				70.38
				0.023
				305.00
				0.101
				<b>3,660.00</b>

	MBM McLemore Bldg. Maintenance	LIM Services Industries Inc.	Saenz Cleaning Services	Ambassador Services	Colwell's Chem-Dry
Weekly	33.77	68.64 Per Wk	78.53	43.84	51.92
Sq. Ft.	0.0135	0.02	0.10	0.0175	0.015
Monthly	146.32	68.64 Per Mth	340.00	190.00	225.00
Sq. Ft.	0.059	0.02	0.10	0.076	0.0655
<b>Annual Amount</b>	<b>1,755.88</b>	<b>4,392.96</b>	<b>4,080.00</b>	<b>2,280.00</b>	<b>2,700.00</b>
Carpet Cleaning	0.08	0.15	0.09	0.10	0.12
Quarterly Grout Restore	0.08	0.28	0.05	0.15	0.25
Clean Ext. Windows (Per Window)	2.50	4.00	4.00	5.00	5.00
Extra Services/Per Hr.	14.34	14.00	20.00	16.00	18.00

**E. CENTRAL COMMUNICATIONS**

	MBM	LIM	Saenz	Ambassador	Colwell's
	McLemore Bldg.	Services	Cleaning	Services	Chem-Dry
	Maintenance	Industries Inc.	Services	Services	
Weekly	67.53	150.00 Per Wk	103.93	60.00	78.07
Sq. Ft.	0.0135	0.03	0.09	0.012	0.015
Monthly	292.65	200.00 Per Mth	450.00	260.00	338.33
Sq. Ft.	0.059	0.04	0.09	0.052	0.067
<b>Annual Amount</b>	<b>3,511.76</b>	<b>10,200.00</b>	<b>5,400.00</b>	<b>3,120.00</b>	<b>4,060.00</b>
Carpet Cleaning	0.09	0.15	0.09	0.10	0.12
Quarterly Grout Restore	0.18	0.28	0.05	0.15	0.25
Clean Ext. Windows (Per Window)	2.50	4.00	4.00	5.00	5.00
Extra Services/Per Hr.	14.34	14.00	20.00	16.00	18.00
Discount	1% 10 Days	1%10/2% 5 Days	None	None	1% 10 Days
Business Type	Non-Minority	Asian Minority	Hispanic	Hispanic	Non-Minority
<b>TOTAL ANNUAL CONTRACT</b>	<b>99,758.07</b>	<b>82,991.56</b>	<b>106,480.56</b>	<b>66,036.00</b>	<b>123,220.00</b>

**F. BLUE BELL AQUATIC CENTER**



**AGENDA ITEM 12**

<b>DATE OF MEETING:</b> December 5, 2103		<b>DATE SUBMITTED:</b> November 25, 2013	
<b>DEPT. OF ORIGIN:</b> Purchasing Services		<b>SUBMITTED BY:</b> Wende Ragonis	
<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 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 on a Correction to Bid No. 14-001 for a 53' Aluminum Refuse Trailer and Authorize the Mayor to Execute Any Necessary Documentation.			
<b>SUMMARY STATEMENT:</b> Staff presented and Council awarded Bid No. 14-001 for a Live Floor Trailer at the November 21, 2013 Council meeting; however there was an error in the awarded bid amount. Purchasing Services is presenting the Bid to Council to ask that the corrected Bid amount be awarded. The amount initially presented at the November 21, 2013 Council meet was \$65,070, which is the bid amount without the shipping charge of \$350. The bid document requires the vendor to ship the item to the City of Brenham FOB, so the bid amount awarded by Council must include the shipping charge. The corrected amount is of \$65,420.			
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>			
<b>A. PROS:</b>			
<b>B. CONS:</b>			
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>			
<b>ATTACHMENTS:</b> Corrected Bid Tab			
<b>FUNDING SOURCE (Where Applicable):</b> 106-5-042-813.00			
<b>RECOMMENDED ACTION:</b> Approve a correction to Bid No. 14-001 for a 53' aluminum refuse trailer and authorize the Mayor to execute any necessary documentation.			
<b>APPROVALS:</b> Terry K. Roberts			



Bid Information Sheet

November 13, 2013 *sur 11/25/13*

Bid No. 14-001

For: Live Floor Trailer

Purchase not to exceed budgeted funds.

Number of bids sent out: 4

Number of completed bids returned to Purchasing: 2



BID TABULATION

BID NO. 14-001  
LIVE FLOOR TRAILER

BIDDER	BID PRICE	DELIVERY	TRAILER CAPACITY
East Manufacturing Corp. Randolph, OH	\$66,800	90 Days After Receipt of Order	130 cu. yd.
Travis Body & Trailer Houston, TX	<del>\$65,070*</del> \$65,420.00	90 Days After Receipt of Order	137 cu. yd.

\* Price shown is \$350 less than bid price of \$65,420 due to us picking the trailer up from the vendor in Houston, TX, thereby saving the shipping charges.

*JR*  
11/25/13



### AGENDA ITEM 13

<b>DATE OF MEETING:</b> December 5, 2013	<b>DATE SUBMITTED:</b> December 2, 2013	
<b>DEPT. OF ORIGIN:</b> Administration	<b>SUBMITTED BY:</b> Kyle Dannhaus	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>
<input 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 checked="" type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
<b>AGENDA ITEM DESCRIPTION:</b> Section 551.072 – Deliberation Regarding Real Property – Discussion Related to the Possible Acquisition of Property for the Temporary Relocation of the Nancy Carol Roberts Memorial Library		
<b>SUMMARY STATEMENT:</b> The attached memo from Administrative Services Manager, Wende Ragonis, provides you with a detailed background in regards to the executive session item on the Thursday December 5, 2013 Council meeting agenda. During the executive session, staff will present options to acquire the Boettcher building. This building will be used to temporarily house the Nancy Carol Roberts Memorial Library (NCRML) operations. The current facility housing NCRML is impaired, and staff has been researching options to accommodate library services operations. Staff has informed the Library Advisory Board and the Fortnightly Club of the need for a temporary relocation, and both were agreeable to this plan.		
<b>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</b>		
<b>A. PROS:</b>		
<b>B. CONS:</b>		
<b>ALTERNATIVES (In Suggested Order of Staff Preference):</b>		
<b>ATTACHMENTS:</b>		
<b>FUNDING SOURCE (Where Applicable):</b>		
<b>RECOMMENDED ACTION:</b> Discussion only		
<b>APPROVALS:</b> Terry K. Roberts		