



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY MARCH 6, 2014 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 Goss**
- 3. 3-a. New Employees**
 - David Beserra – Police Department
 - Kevin Mertz – Police Department
 - Joshua Daniels – Water Construction Department
- 3-b. Awards**
 - Lone Star Legacy Park – Fireman’s Park
- 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. Minutes from the February 6, 2014 City Council Meeting Page 1-14**
- 5-b. Ordinance No. O-14-013 on Its Second Reading Revoking and Cancelling the Non-Exclusive Franchise Agreement Between the City of Brenham and Reliable Roll-Off Services, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits Page 15-17**

- 5-c. **Ordinance No. O-14-014 on Its Second Reading Amending the Code of Ordinances of the City of Brenham, Chapter 10, Advisory Boards & Committees, Article I, Main Street Advisory Board, to Provide for the Powers, Duties, Organization, Operation, Board Membership and Additional Matters Related to the Main Street Advisory Board** **Page 18-24**

REGULAR AGENDA

6. **Discuss and Possibly Act Upon Acceptance of the Audit from Seidel, Schroeder, & Company for Fiscal Year 2013** **Page 25**
7. **Discuss and Possibly Act Upon the Acceptance of the 2013 Audit of Washington County Appraisal District by Seidel, Schroeder & Company** **Page 26-27**
8. **Discuss and Possibly Act Upon Approval of a Request From Blue Bell Creameries to Install a 20,000 Gallon Above Ground Diesel Fuel Storage Tank** **Page 28-34**
9. **Discuss and Possibly Act Upon Resolution No. R-14-008 Accepting the Dedication of Infrastructure Improvements From the Brenham Housing Authority to the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation** **Page 35-48**
10. **Discuss and Possibly Act Upon a Ground Space Lease Agreement With Randall Reed for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation** **Page 49-58**
11. **Discuss and Possibly Act Upon Initiating the Annexation of Approximately 403 Acres of Land into the City Limits of the City of Brenham, Texas and the Approval of Development Agreements to be Offered to Various Land Owners having Property with Agricultural Exemption in the Land Being Considered for Annexation and Authorize the Mayor to Execute Any Necessary Documentation** **Page 59-70**

WORK SESSION

12. **Presentation of the 2013 Annual Report by the Fire Department** **Page 71**
13. **Presentation of the 2013 Annual Report by the Police Department** **Page 72**

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

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 March 6, 2014 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 March 3, 2014 at **11:26 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 _____, 2014 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on February 6, 2014 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Gloria Nix
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Mary E. Barnes-Tilley
Councilmember Weldon Williams, Jr.

Members absent:

None.

Others present:

City Manager Terry K. Roberts, Assistant City Manager Kyle Dannhaus, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Amanda Klehm, Chief Financial Officer Carolyn Miller, Kaci Konieczny, Wende Ragonis, Susan Nienstedt, Tammy Jaster, Cyndi Longhofer, Fire Chief Ricky Boeker, Deputy Fire Chief Alan Finke, Police Chief Rex Phelps, Chris Jackson, Billy Rich, Dant Lange, Development Services Director Julie Fulgham, Jennifer Eckermann, Becky Squyres, Kim Hodde, Public Works Director Dane Rau, Leslie Kelm, Casey Redman, Public Utilities Director Lowell Ogle, Michelle Glenz, Angela Hahn, and Grant Lischka

Citizens present:

Christi Flicker, Perry Thomas, Bes Vesper, Marvalette Hunter, Doug Baker, Gary Gabriel, Georgia Sowers, Bobby Sowers, Jesse Ladd, Stacy Lange, Lu Hollander, Nancy Kunkel, Ross Shelton, Joe Fallier, Kay Sanders, AJ Jozwiak, Kathie Boehnemann, Terri Davis, Johanna Fatheree, Clint Kolby

Media Present:

Arthur Hahn, Brenham Banner Press; Ed Pothul, KWHI

1. **Call Meeting to Order**
2. **Invocation and Pledges to the US and Texas Flags – Mayor Pro Tem Nix**

3. **3-a. Service Recognitions**

- Rebecca L. Squyres, Public Utilities, - 15 years
- Dant Lange – Police Department – 20 years
- Michele L. Glenz, Public Utilities - 25 years
- David A. Bartkowiak, Street Department - 30 years

- 3-b. **New Employees**

- David Beserra – Police Department
- Kevin Mertz – Police Department

The officers were not present to be recognized. They will be recognized at the first meeting in March.

- 3-c. **Awards**

- Recognition of the Blue Bell Aquatic Center’s Award from the Texas Public Pool Council

Tammy Jaster received the award along with Carolyn Miller, Wende Ragonis and two Staff members from the Blue Bell Aquatic Center (BBAC). This award was given with specific recognition for the Annual Kid Fish program hosted at BBAC. BBAC has hosted the Kid Fish event for 8 years. The program is free thanks to many community sponsors and the volunteers from the Elks Lodge. Tammy Jaster and her Aquatics staff welcome approximately 68,000 patrons last year at the Aquatics Center.

4. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

5. **Statutory Consent Agenda**

- 5-a. **Minutes from the January 9, 2014 and January 23, 2014 Regular City Council Meetings**

- 5-b. Ordinance No. O-14-004 on Its Second Reading Granting a Specific Use Permit to HuntJon, LLC for a Senior Housing Facility (Apartments) Being Located on All or Portions of Lots 18A, 19 and 20 Within the Randle Second Addition in the City of Brenham, Washington County, Texas (Said Property Consisting of 2.0 Acres, More or Less, and Being Bounded by Liberty Street, North Market Street, and Cottonwood Street), in an R-2, Mixed Residential District**

- 5-c. Ordinance No. O-14-005 on Its Second Reading Amending Part II, Division 1, Section 17.04, Rear Yards, of Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Establish Ten Feet (10’) as the Minimum Distance Allowed Between an Accessory Structure and a Main Structure**

- 5-d. Ordinance No. O-14-006 on Its Second Reading for the Creation of Reinvestment Zone Number 38 Requested by Tempur-Sealy International, Inc. for Commercial-Industrial Tax Phase-In Incentive on a Certain Tract of Land Containing 11.979 Acres, More or Less, Being Located at 1201 U.S. Highway 290, Brenham, Texas with Boundaries Further Described in Exhibit “A” of Said Ordinance, and Designating This Property as Qualifying for Tax Phase-In**

- 5-e. Ordinance No. O-14-007 on Its Second Reading Amending Chapter 8, Fire Protection and Prevention, Article II, Fire Prevention Code, of the Code of Ordinances of the City of Brenham**

A motion was made by Councilmember Goss and seconded by Mayor Pro Tem Nix to approve the Statutory Consent Agenda Items 5-a., 5-b., 5-c., 5-d., and 5-e.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

PUBLIC HEARING

8. Public Hearing Considering an Amendment of Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to HuntJon, LLC for a Retirement Village on a Site Area of Two Acres or More (Senior Apartment Housing) in an R-2 (Mixed Residential) Zoning District and Being Located on All or Portions of Lots 18A, 19, and 20 Within the Randle Second Addition to the City of Brenham, Washington County, Texas (Said Property Bounded by Liberty, North Market, and Cottonwood Streets)

Development Services Director Julie Fulgham presented this item. Fulgham stated this request is for a senior housing apartment complex (defined as a retirement village in the zoning ordinance) on approximately 2.5 acres of land located northeast of downtown, near a large medical facility and residential neighborhood. Fulgham explained Staff believes multi-family development for seniors is compatible with the neighborhood and would provide orderly growth. Fulgham stated Staff also believes this is an ideal location for a senior housing community because of its close proximity to the medical offices, and further a grocery store and downtown. Fulgham advised this developer will apply for tax-credit benefits through the Texas Department of Housing and Community Affairs, if the specific use permit request is approved.

Fulgham explained a request for a specific use permit was made at the previous Council meeting for this identical development on 2 acres; however, since that meeting, an additional one-half an acre was placed under contract by the developer, allowing for more green space to be incorporated into the project. Fulgham stated the scale of the project is identical (76 units/114 parking spaces); however the request is now for the development to be located on approximately 2.5 acres instead of only 2 acres.

Citizen Gary Gabriel stated that he believes parking is an issue because these are small streets and if cars will be parking on both sides of the street, there will only be room for one car to drive in the street instead of two. Gabriel thinks traffic and congestion are the issues with this project.

Citizen Jeff Heckman stated the concept is good and well-needed; however, he is concerned with the height of the building and detaining wall behind one of the oldest neighborhoods in this town. Heckman believes traffic will also be an issue.

Citizen Joe Fallier stated the specific use permit is not for Senior Living because the application states parking for 55 years and older. Fallier states the specific use permit is for an apartment complex and the tax credit is for low income households, not senior housing. Fallier states his issues with this project are: (1) 40 foot building in front of his property; and (2) parking because there is not enough parking for guests.

Citizen Kay Sanders questioned if a traffic study has been done in this area. Fulgham stated that the zoning requirements do not require a traffic study. Police Chief Rex Phelps stated that the Police Department has not conducted a traffic study in this area. Sanders stated the 4-way stop sign will create congestion. Sanders also stated that the building would be taller than the Courthouse and that in a 1995 Planning and Zoning report it says that planning has been done to preserve the small town value and character of Brenham and in her opinion the size of the proposed building would be problematic. Sanders also questioned if a study has been done on sewage and drainage. City Manager Terry Roberts stated the City Engineer has completed that study.

Citizen Georgia Sowers stated her main issue is safety on Liberty Street, but she agrees with all of the other citizens and the issues they presented. Sowers stated her main issues are safety and historical value.

Belle Towers Developer Marvalette Hunter stated this project is a Senior Retirement Community and meets all requirements by the State and the City's zoning ordinances. Hunter explained there are 1 ½ parking spaces per unit allotted for all units, which equals to 114 parking spots. Hunter advised the development is a gated community; therefore, no street parking is envisioned and parking will be behind the gates of the development.

Mayor Tate questioned if they allotted parking spaces for visitors. Hunter stated visitor parking is off of Market Street but they have allotted some visitor parking behind the gates as well. Hunter explained there is a 25 foot setback off of Market Street and no traffic can exit onto Liberty Street. Hunter advised the points of entrance and exit are off of Market Street and the other exit is onto Cottonwood but there is no entrance at Cottonwood.

9. Public Hearing Considering an Amendment of Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to First Baptist Church of Brenham for a Church and Related Auxiliary Uses, Including Educational or Philanthropic Uses on a Site in an R-1 (Residential) Zoning District and a B-2 (Commercial, Research and Technology) District and Being Located on Approximately 33.28 Acres, being a Part of Tract 34 in the Isaac Lee Survey of the City of Brenham, Washington County, Texas (Said Property Located East of the Intersection of Cantey and South Market Streets)

Development Services Director Julie Fulgham presented this item. Fulgham stated this request is for property within an R-1 District and a B-2 District. Fulgham explained a specific use is specifically required for the portion of the property that is located with the R-1 District. Fulgham stated Staff believes the proposed use is compatible with the list of permitted uses within this district. Fulgham advised that churches can impact a neighborhood, which is the reasoning for requiring specific use permits to be approved prior to the location of a church in an R-1 District; however, this land is currently undeveloped and is not part of the road network of any nearby neighborhoods. Fulgham advised Staff believes a church at this location will have minimal impact on any surrounding residential uses and is aligned with the City's Comprehensive Plan.

There were no citizen comments.

REGULAR AGENDA

- 10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Specific Use Permit to HuntJon, LLC for a Retirement Village on a Site Area of Two Acres or More (Senior Apartment Housing) in an R-2 (Mixed Residential) Zoning District and Being Located on All or Portions of Lots 18A, 19, and 20 Within the Randle Second Addition to the City of Brenham, Washington County, Texas (Said Property Bounded by Liberty, North Market, and Cottonwood Streets)**

Development Services Director Julie Fulgham presented this item.

Councilmember Barnes-Tilley stated that given all of the citizen concerns, she would like to address the issues clearly and is not in favor of this item at this point. Councilmember Herring stated that he is in agreement with Councilmember Barnes-Tilley. Councilmember Herring stated his concerns are fire and the privacy wall as well as the narrow street issues.

Mayor Pro Tem Nix stated she is concerned with the parking and how the older residents will get to the third floor. Mayor Pro Tem Nix also voiced her concern about the narrowness of the streets as well as fire and police.

HuntJon, LLC Representative Marvalette Hunter stated that the application to the State is due on February 28th and in order to move forward with the application process, she must have the approval of the Council. Hunter stated that she has been working with Staff to address the concerns of the citizens and Council thus far and will continue to do so.

City Attorney Bovey stated, at this point, it is a zoning issue and the specific use permit has already been approved in an early Council meeting. Bovey stated this item is for additional land for the property. Bovey stated the project will go before the Planning and Zoning Commission for final approval.

Councilmember Herring questioned if there is a stipulation on age. Hunter stated the State says that in a retirement complex, residents must be at least 55 years old. Hunter explained there are restrictions on the land and the retirement complex is the only thing the land can be used for over the lifetime of the ownership of the property. City Manager Roberts stated Hunter voluntarily brought back this item to Council for consideration of additional land for green space purposes to the property.

A motion was made by Councilmember Goss and seconded by Councilmember Williams to approve an Ordinance on its first reading granting a Specific Use Permit to HuntJon, LLC for a Retirement Village on a site area of two acres or more (Senior Apartment Housing) in an R-2 (Mixed Residential) Zoning District and being located on all or portions of Lots 18A, 19, and 20 within the Randle Second Addition to the City of Brenham, Washington County, Texas (said property bounded by Liberty, North Market, and Cottonwood Streets).

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

11. Discuss and Possibly Act Upon Resolution No. R-14-004 in Support of HuntJon, LLC's Submission of an Application Requesting Low Income Housing Tax Credits to the Texas Department of Housing and Community Affairs for Belle Towers, a Low Incoming Housing Development for Seniors

Development Services Director Julie Fulgham presented this item. Fulgham asked if Council would like to table this item to allow staff time to review and address the concerns of the citizens.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Barnes-Tilley to table item #11.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Specific Use Permit to First Baptist Church of Brenham for a Church and Related Auxiliary Uses, Including Educational or Philanthropic Uses on a Site in an R-1 (Residential) Zoning District and a B-2 (Commercial, Research and Technology) District and Being Located on Approximately 33.28 Acres, being a Part of Tract 34 in the Isaac Lee Survey of the City of Brenham, Washington County, Texas (Said Property Located East of the Intersection of Cantey and South Market Streets)

Development Services Director Julie Fulgham presented this item. Councilmember Barnes-Tilley asked if Staff anticipates any questions about this permit. Fulgham stated the property includes 33 acres which are located in a residential area. Fulgham stated the zoning ordinance and building code have sufficient regulations, so she does not foresee any issues.

A motion was made by Councilmember Goss and seconded by Councilmember Herring to approve an Ordinance on its first reading granting a Specific Use Permit to First Baptist Church of Brenham for a Church and Related Auxiliary Uses, including Educational or Philanthropic Uses on a site in an R-1 (Residential) Zoning District and a B-2 (Commercial, Research and Technology) District and being located on approximately 33.28 acres, being a part of Tract 34 in the Isaac Lee Survey of the City of Brenham, Washington County, Texas (said property located East of the intersection of Cantey and South Market Streets)

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

13. Discuss and Possibly Act Upon Resolution No. R-14-005 of the City Council of the City of Brenham, Texas, Adopting a Commercial Tax Phase-In Agreement with Tempur Sealy International, Inc.

Project Manager with the Brenham Economic Development Foundation, Clint Kolby, presented this item. Kolby stated the Economic Development Foundation (EDF) has been working with a consultant representing Tempur-Sealy's corporate office over the past five months in their site selection process to locate their new expansion project. Kolby explained after competing with several other communities throughout the nation, Tempur-Sealy has tentatively accepted EDF's incentive package to locate this project at the Brenham plant. Kolby stated if they are granted local incentives, Tempur-Sealy has plans to invest \$500,000 in capital to purchase new machinery and equipment and add 104 new jobs. Kolby advised they will be retaining 160 existing employees as well. Kolby stated the use of local incentives will help offset the initial costs of investing in physical and human capital. Kolby explained this project would also provide a substantial positive economic impact to the rest of the local Brenham economy.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve Resolution R-14-005 of the City Council of the City of Brenham, Texas, adopting a Commercial Tax Phase-In Agreement with Tempur Sealy International, Inc.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

14. Discuss and Possibly Act Upon Resolution No. R-14-006 Nominating Tempur Sealy International, Inc. to the Office of the Governor Economic Development and Tourism for Designation as an Enterprise Project Under the Texas Enterprise Zone Program and Authorize the Mayor to Execute Any Necessary Documentation

Project Manager with the Brenham Economic Development Foundation Clint Kolby presented this item. Kolby stated City Council is being asked to consider nominating Tempur Sealy International as an Enterprise Project to the State of Texas. Kolby explained participation in the Texas Enterprise Zone Program is possible because of Tempur Sealy's planned expansion at their local plant. Kolby advised in order for the application to be submitted, the City is required to consider the attached Resolution nominating Tempur Sealy International for the State of Texas Enterprise Zone program. Kolby stated a company that qualifies as a State Enterprise Project qualifies for reimbursement of the State portion of sales and use tax paid as a part of the business expansion. Kolby explained no local sales tax is rebated to the Company. Kolby advised the designation is for a five year period.

A motion was made by Councilmember Williams and seconded by Mayor Pro Tem Nix to approve Resolution No. R-14-006 nominating Tempur Sealy International, Inc. to the Office of the Governor Economic Development and Tourism for designation as an Enterprise Project under the Texas Enterprise Zone Program and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

15. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Chapter 17, Article VI, Prohibited Smoking Paraphernalia and Smoking Products, of the Code of Ordinances of the City of Brenham

Police Chief Rex Phelps presented this item. Phelps stated the existing Ordinance has become obsolete due to a State Law that has made the possession and sale of synthetic marihuana a higher class offense. Phelps explained that a city ordinance cannot supersede State Law.

Councilmember Goss questioned what happens if the Ordinance is not taken out. Phelps stated this is just a housekeeping issue since the Police Department would not be able to enforce it. Councilmember Goss questioned if the State restrictions were stronger than the City of Brenham. Phelps stated yes, they are much more restrictive. Bovey stated any punishment under City Ordinance is not enforceable because State Law supersedes City Ordinance.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve an Ordinance on its first reading to repeal Chapter 17, Article VI, Prohibited Smoking Paraphernalia and Smoking Products, of the Code of Ordinances of the City of Brenham.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

16. Discuss and Possibly Act Upon the Purchase of a Road Mixer for the City of Brenham's Street Department from the Houston Galveston Area Council (HGAC) Local Government Purchasing Cooperative and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau stated during the last Council work session two options were discussed related to the purchase of a road mixer for the City of Brenham Street Department. Rau explained Staff's two options were: (1) the Asphalt Zipper (Model # AZ-590B), which is an attachment to the City's Case 621D loader; and (2) the Bomag (Model # MPH364R-2), which is a stand-alone unit.

Rau advised the Asphalt Zipper can be purchased off of the HGAC Buy board for \$164,490. Rau explained the other option discussed was the Bomag, which can be purchased off of the HGAC Buy board for \$294,223. Rau explained Staff does have the option to rent a road mixer to complete the 2013-14 roads and put the equipment in the FY2014-15 budget, but he thinks Staff could be putting that money into a unit that the City owns.

Councilmember Goss questioned if he could rent the Zipper, so Staff could get a feel of how the equipment works before the City purchases it. Rau stated it would cost between \$20,000 and \$25,000 to rent, but the company has offered for the City to use a four (4) foot Zipper, at no cost, until the City makes a decision.

Councilmember Herring stated he does not feel that the City should buy an expensive piece of equipment when it is not budget time. Councilmember Herring advised Rau to bring back the equipment at budget time. Councilmember Barnes-Tilley agrees with Councilmember Herring in order to follow procedures.

Mayor Tate questioned when would Staff rent the machine. Rau stated before budget and hopefully within the next month. Councilmember Herring stated that he would like Leslie Kelm's input on the machine at budget time as well. Councilmember Goss stated the machine the company is willing to rent to the City is smaller than the one the City is looking to buy. Rau stated the machine being offered for no rental money is two (2) feet shorter than the one the Street Department demoed. Councilmember Herring stated he would be inclined to rent the same machine that the City is looking to buy to be able to compare the machine appropriately.

The Mayor stated that Council will pass on this item.

17. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Ordinance No. O-08-004 Relating to a Non-Exclusive Franchise to South Central Carriers, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits

Deputy City Secretary Amanda Klehm presented this item. Klehm stated on April 3, 2008, Council approved an Ordinance on its second reading granting South Central Carriers, LLC a non-exclusive franchise to collect demolition/construction debris and or solid waste from commercial residential, and industrial sites using roll-off containers and/or commercial compactors. Klehm explained this ordinance was requested by South Central Carriers, LLC at that time. Klehm advised on January 27, 2014, the City of Brenham was notified by Heidi Schulz with South Central Carriers, LLC, that the company will no longer be operating in the City of Brenham.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Herring to approve an Ordinance on its first reading to repeal Ordinance No. O-08-004 relating to a non-exclusive franchise to South Central Carriers, LLC to operate a roll-off container service for residents, businesses, and industries inside Brenham City limits.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

WORK SESSION

6. Discussion and Update on the Organization of the Main Street Advisory Board

Main Street Brenham Manager Jennifer Eckermann presented this item. Eckermann stated the Main Street Advisory Board has discussed updates to its bylaws at the November, January and February meetings. Eckermann advised the two primary changes include the addition of two board members and the addition of an executive committee for the Board. Eckermann stated the five standing committees will be very busy this year, working to accomplish, through specific projects, the stated program goals. Eckermann stated all of the Main Street Board members are actively working on at least one of the committees, and often, on more than one. Eckermann advised that this is a “working” board and adding two more members would be helpful in the Board accomplishing more of its stated goals.

Eckermann advised by adding an executive committee, the Board can focus less on the details of each of the standing committee projects and focus more on the direction of the program and the work it would like to accomplish for the city and community. Eckermann advised as it stands, the Board can be bogged down in the minutia of projects during the Board meetings and an executive committee can help ensure the standing committees are adhering to the goals and direction of the Main Street Board and allow for the Board to focus on programmatic goals.

Mayor Tate questioned the number of Board members requested. Eckermann stated the Board members would grow from 9 to 11. Councilmember Barnes-Tilley stated that she is in support of the changes. Councilmember Goss stated the changes need more review.

7. Presentation of the First Quarter Report by the Washington County Convention and Visitors Bureau

Lu Hollander, with the Washington County Convention and Visitors Bureau, presented this report. Hollander stated packets were laid around the Dias with more information. She focused on the highlights featured in the *First Quarter Report – October – December 2013*, pointing out the visitor statistics, major tourism events, advertising placements, and editorial coverage.

There were no questions.

Council adjourned into Executive Session at 2:42pm.

EXECUTIVE SESSION

18. Texas Government Code Section 551.072 – Deliberation Regarding Real Property – Discuss and Consider the Acquisition of Property Related to the Extension of Chappell Hill Street

Executive Session adjourned at 3:16pm.

RE-OPEN REGULAR SESSION

19. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Welcomed Councilmember Williams back.
- Ordinances are now online and being hosted by Municode.
- There will be a Charter presentation at the next Council meeting.
- Budget workshops related to Bonds will be coming to an upcoming Work Session with Council to discuss Bond options.
- The meeting of the Emergency Communications Board went well. They will be working on the State's Truth in Taxation requirements.

Police Chief Rex Phelps reported on the following:

- The architect has sent the contract for the Animal Shelter. They have brought in a Marketing/Ad person.
- Angela Hahn has moved from the City Secretary's office into her new position at the Police Department.

City Manager Terry Roberts reported on the following:

- Updated Council on the Staff reorganization in the City Secretary's office.

Mayor Pro Tem Gloria Nix reported on the following:

- She has received complaints of horns from trains and sent those to City Engineer, Grant Lischka. Lischka stated that horns are still being used in emergency situations.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

ORDINANCE NO. O-14-013

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS MAKING CERTAIN FINDINGS OF FACT; REPEALING ORDINANCE NO. 0-08-020; REVOKING AND CANCELLING THE FRANCHISE GRANTED TO RELIABLE ROLL-OFF SERVICES, LLC IN SAID ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A SEVERABILITY, REPEALER AND SAVINGS CLAUSE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETING.

WHEREAS, the City of Brenham (“City”) entered into a franchise agreement (“Agreement”) with Reliable Roll-Off Services, LLC on December 4, 2008 pursuant to the enactment of Ordinance No. O-08-020; and

WHEREAS, pursuant to Article XIV of the Agreement, City staff determined a hearing should be held before the Brenham City Council (“Council”) regarding the revocation and cancellation of the Agreement; and

WHEREAS, pursuant to Article XIV of the Agreement, Reliable Roll-Off Services, LLC was provided written notice of the hearing to be held before the Council; and

WHEREAS, a public hearing was held before the Council on February 20, 2014, at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas; and

WHEREAS, City staff presented certain evidence that Reliable Roll-Off Services, LLC has a deficient payment history in violation of Article VI of the Agreement and failed to provide a certificate of insurance as required by Article XVI of the Agreement; and

WHEREAS, Reliable Roll-Off Services, LLC was given an opportunity to present evidence and to answer all reasons for the termination set forth in the notice provided to Reliable Roll-Off Services, LLC; and

WHEREAS, after considering the evidence and testimony of City staff and Reliable Roll-Off Services, LLC, the Council hereby finds Reliable Roll-Off Services, LLC’s deficient payment history in violation of Article VI of the Agreement, and failure to provide a certificate of insurance in violation of Article XVI of the Agreement to be grounds for revocation and cancellation under Article XIV of the Agreement;

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

SECTION 1.

That Ordinance No. O-08-020 is hereby repealed, and the franchise agreement entered into between the City of Brenham, Texas and Reliable Roll-Off Services, LLC as enacted by Ordinance No. O-08-020 is hereby revoked and cancelled pursuant to Article XIV of the Agreement.

SECTION 2. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION 3. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

SECTION 4. REPEALER

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

SECTION 5. SAVINGS CLAUSE

The repeal of any ordinance or part of ordinances effected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions any ordinances at the time of passage of this Ordinance.

SECTION 6. PROPER NOTICE AND MEETING

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

PASSED and APPROVED on its first reading this the 20th day of February, 2014.

PASSED and APPROVED on its second reading this the 6th of March, 2014.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

ORDINANCE NO. O-14-014

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 10, RESERVED, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM TEXAS; PROVIDING FOR THE POWERS, DUTIES, ORGANIZATION, OPERATION, BOARD MEMBERSHIP AND ADDITIONAL MATTERS RELATED TO THE MAIN STREET ADVISORY BOARD; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETINGS

WHEREAS, The City of Brenham (“City”) is a Texas home-rule municipality; and

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has the authority to adopt ordinances and regulations that are for good government, peace and order of the City; and

WHEREAS, as a home-rule municipality, Texas Local Government Code, Section 51.072 confirms that the City has the full power of local self-government; and

WHEREAS, the City has created multiple boards and commissions in furtherance of the exercise of the City’s powers and functions; and

WHEREAS, the City Council hereby finds that the best interests of the City will be promoted by the enactment of this Ordinance;

NOW, THEREFORE, be it ordained by the City Council of the City of Brenham, Texas that:

SECTION 1.
FINDINGS

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2.

The Code of Ordinances of the City of Brenham, Texas, Chapter 10, RESERVED, is hereby amended to read as follows:

**CHAPTER 10
ADVISORY BOARDS & COMMITTEES**

**ARTICLE I
MAIN STREET ADVISORY BOARD**

Sec. 10-1. Name.

The Board shall be named and referred to as the “Main Street Advisory Board,” (“Board”) and shall be comprised of members appointed by the City of Brenham (“City”) City Council.

Sec. 10-2. Purpose and Responsibility.

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

- A. To develop plans and programs to stimulate both historic preservation and economic development and vitality in downtown Brenham.
- B. To work with the Washington County Convention and Visitors Bureau to implement marketing strategies to help improve sales in downtown Brenham and create a positive public image.
- C. To develop financial assistance programs and grants to assist downtown business and property owners.

Sec. 10-3. Scope of Authority.

The Board shall serve in an advisory capacity. All recommendations of the Board regarding policies, procedures, and programming shall be presented to the City Council for final approval, as applicable.

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

Sec. 10-4. 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.
- D. Members shall be knowledgeable about marketing, financing, historic preservation or other special disciplines important to the overall purpose of the Board.

Sec. 10-5. Member Selection.

All persons interested in serving as a City appointee on 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 1st 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.

In the event of an unexpected medical or personal emergency an interim member may be appoint for a term of not more than six (6) months by the Mayor. The interim member shall have all the rights and responsibilities of the incumbent member while serving in the incumbent member's position.

Sec. 10-6. Organization.

The Board shall consist of eleven (11) members appointed by the Mayor and City Council. All members shall be appointed to staggered three (3) year terms, expiring on December 31st 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 City Council. 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 end 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 Council.

Resignations from the Board shall be submitted in writing to the Board Chairperson and the Mayor. Vacancies resulting from a resignation, or any other cause, will be filled by the Mayor and City Council. Any person appointed to fill a vacancy shall serve for the remaining unexpired term of the position to which the person was appointed.

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, they 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. 10-7. Establishment of Member Positions.

For the purpose of establishing and maintaining three (3) year staggered terms, each member shall be assigned a Member Position. The following Member Positions are hereby established:

- Member Position 1: Expiring December 31, 2015
- Member Position 2: Expiring December 31, 2016
- Member Position 3: Expiring December 31, 2014
- Member Position 4: Expiring December 31, 2015
- Member Position 5: Expiring December 31, 2016
- Member Position 6: Expiring December 31, 2014
- Member Position 7: Expiring December 31, 2015
- Member Position 8: Expiring December 31, 2016
- Member Position 9: Expiring December 31, 2014

Sec. 10-8. 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 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 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 present at the meeting shall elect a member of the Board to serve as the temporary 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 or Vice Chairperson resigns from their officer position but continues to serve on the Board, the members shall elect a new Chairperson or Vice Chairperson as soon as practicable. If the Chairperson or Vice Chairperson resigns from their officer position and does not continue serving on the Board, the member position will be considered vacant.

Sec. 10-9. Staff Liaison.

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 City. The staff liaison shall be considered a non-voting, ex-officio member of the Board.

Sec. 10-10. Meetings and Communication.

The Board shall meet as needed, upon the direction of the Chairperson, Vice Chairperson, or upon request of a majority of the members of the Board.

An agenda of issues 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 matters of an urgent nature 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.

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

Sec. 10-11. Attendance Requirements.

Members of the Board are required to maintain regular attendance at all meetings. Members who cannot attend a meeting should, as soon as possible, notify the Chairman or staff liaison of his/her absence as soon as possible prior to the meeting.

Three (3) consecutive absences from regular meetings, or absences from more than twenty-five percent (25%) of the meetings in a six month period, shall cause the staff liaison to report the member's attendance record to the City Manager.

The City Manager shall review the circumstances of the absences and determine if the member should be recommended to the City Council for removal.

A Board member who misses fifty percent (50%) of the scheduled meetings in a one (1) year period shall not be eligible for reappointment to the Board.

Sec. 10-12. Member Training.

All new 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 held within ninety (90) days of the new member's appointment to the Board.

Sec. 10-13 – Sec. 1-19. RESERVED.

SECTION 3.
SAVINGS CLAUSE

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 4.
SEVERABILITY

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

SECTION 5.
REPEALER

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

SECTION 6.
EFFECTIVE DATE

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

SECTION 7.
PROPER NOTICE AND MEETINGS

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

PASSED AND APPROVED on its first reading this the 20th day of February, 2014.

PASSED AND APPROVED on its second reading this the 6th day of March, 2014.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 6

DATE OF MEETING: March 6, 2014		DATE SUBMITTED: February 24, 2014
DEPT. OF ORIGIN: Finance		SUBMITTED BY: Carolyn D. Miller
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Acceptance of the Audit from Seidel, Schroeder, & Company for Fiscal Year 2013		
SUMMARY STATEMENT: State law requires that all general-purpose local governments publish, within six months of the close of the fiscal year, a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, and on behalf of the Finance Department, I am proud to issue the comprehensive annual financial report (CAFR) of the City of Brenham for the fiscal year ended September 30, 2013. At Thursday's council meeting, Michele Kwiatkowski, audit partner with Seidel, Schroeder & Company, will present the annual audit. A bound copy of the CAFR was distributed to Mayor and City Council Members. This report will be on file for review in the City Secretary's Office. A copy can also be downloaded from the City of Brenham's website at www.cityofbrenham.org		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: N/A		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Accept the audit from Seidel, Schroeder, & Company for Fiscal Year 2013.		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 7

DATE OF MEETING: March 6, 2014	DATE SUBMITTED: February 24, 2014	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Acceptance of the 2013 Audit of Washington County Appraisal District by Seidel, Schroeder & Company		
SUMMARY STATEMENT: The City has received a copy of the Washington County Appraisal District's (WCAD) audited financial statement for the fiscal year ending August 31, 2013. A copy is in the CFO's office for your review. I have attached the transmittal letter from Mr. Willy Dilworth and he will be attending the Council meeting to present the information and to answer any questions that may arise.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Transmittal letter from Willy Dilworth, Chief Appraiser		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve the acceptance of the 2013 audit of Washington County Appraisal District by Seidel, Schroeder & Company.		
APPROVALS: Terry K. Roberts		

WASHINGTON COUNTY APPRAISAL DISTRICT

1301 NIEBUHR
P. O. BOX 681
BRENHAM, TX 77834-0681
(979) 277-3740

January 14, 2014

City of Brenham
Mr. Terry Roberts
PO Box 1059
Brenham, TX 77834-1059

Dear Mr. Roberts,

The audit for our fiscal year 2012-2013 has been completed by Seidel, Schroeder, & C. A copy is attached for your review. There were no discrepancies found during this time period. The audit revealed that the appraisal district stayed \$68,000 under budget.

I am going to meet with the Budget Committee formed from representatives from the taxing entities to discuss the best way to use these taxpayer dollars. A letter regarding the results of this meeting will follow.

Please examine and accept this audit if you find it to be agreeable.

Thank you for your consideration in this matter.

Sincerely;



Willy Dilworth
Chief Appraiser



AGENDA ITEM 8

DATE OF MEETING: March 6, 2014	DATE SUBMITTED: February 13, 2014	
DEPT. OF ORIGIN: Fire	SUBMITTED BY: Alan Finke	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Approval of a Request From Blue Bell Creameries to Install a 20,000 Gallon Above Ground Diesel Fuel Storage Tank		
SUMMARY STATEMENT: Blue Bell Creameries has submitted a request to the Fire Marshal for a special permit to operate an above ground diesel fuel tank with a capacity of 20,000 gallons. The tank is needed to supply a newly constructed fueling station for Blue Bell's truck tractors. The proposed tank location is the Blue Bell main plant property, which is zoned Industrial. The proposed (existing) tank meets all requirements of Article II, Chapter 8, City of Brenham Code, including all 2012 Fire Code requirements pertaining to design, construction & operation of above ground tanks for the storage of combustible liquids. The tank is registered with Texas Commission on Environmental Quality. Spill containment and impact protection provisions will meet applicable codes and standards. Permit will be for one year and renewable annually, after inspection by Fire Marshal's Office personnel.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p>A. PROS: Allows Blue Bell to enhance the efficiency of their fleet fueling system and allows for visual inspection of the fuel tank at any time. No increase in fire danger to the public is expected. No significant impact on firefighter safety is anticipated.</p> <p>B. CONS: None</p>		
ALTERNATIVES (In Suggested Order of Staff Preference): Deny request for special permit, thereby requiring continued use of smaller underground fuel tanks.		
ATTACHMENTS: (1) Written Request for Special Permit from Blue Bell Creameries; (2) Photos of Tank; (3) TCEQ Construction Notification Form; and (4) Drawing of Site		
FUNDING SOURCE (Where Applicable): Not applicable.		

RECOMMENDED ACTION: Approve the request from Blue Bell Creameries to install a 20,000 gallon above ground diesel fuel storage tank.

APPROVALS: Terry K. Roberts



Blue Bell Creameries, L.P.

P.O. Box 1807

Brenham, Texas 77834-1807

www.bluebell.com

(979) 836-7977

2/11/14

Brenham Fire Marshal

Attention: Deputy Chief Alan Finke

Blue Bell Creameries is requesting a Special Permit for 20,000 Gal Diesel Above Ground Fuel Tank.

Location: 1101 South Blue Bell Road, Brenham, Texas, at the Blue Bell Creameries Main Plant Industrial Subdivision as per Site Plan.

Thank you for your assistance with this request,



A.J. Jøswiak

Blue Bell Creameries

Asst. Facilities Manager

979-830-2112

PLANS REVIEWED &
APPROVED
Alan E. Finke
2-11-14
ALAN E. FINKE
BRENSHAM FIRE MARSHAL

Reid
2-12-14
BEF



135
Lynn
11/11/2011

FLAMESHIELD

**Tested to NFPA 30A-2000
Fire-Resistant Tank
Requirements**





**Steel
Tank
Institute**

Serial No. FS 008004
FLAMESHIELD™

SwRI I.D. 00077-01/100-01

Listed by:
**Southwest Research Institute
San Antonio, Texas**

SwRI is recognized as a testing
laboratory and quality
assurance/inspection agency by the
National Evaluation Service, Inc.
and ICBO ES.

- Follow Installation Instructions.
- Tank is intended for stationary installation.
- This tank is built in accordance with UL 142 (1994) and complies with the requirements of Section 2-4.5(a) of NFPA 30A, 1996 edition as a Fire Resistant Tank.

Fabricated at the following subsidiary:

■ Modern Welding Company of Owensboro, Inc.
Owensboro, Kentucky

■ Modern Welding Company of Ohio, Inc.
Newark, Ohio

■ Modern Welding Company of Florida, Inc.

modern welding company, inc.

Corporate Office • 2880 New Hartford Road
Owensboro, Kentucky 42303

Print Form

Reset Form

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY Underground & Aboveground Storage Tank Construction Notification Form

Facility Name: BLUE BELL CREAMERIES, L.P.
Address/Location: 1101 SOUTH BLUE BELL RD
City: BRENTHAM

Facility I D: 37814
County: WASHINGTON
Phone: 979-836-7977

TYPE OF CONSTRUCTION: (INDICATE ALL THAT APPLY)

U S T:

- Repair
- Improvement
- Installation
- Removal
- Return to Service
- Replacement (Tank)
- Abandonment
- Stage I

Scheduled date for proposed construction:

A S T:

- Installation
- Tank Capacity: 20,000 GAL
- Stage I

GENERAL DESCRIPTION OF PROPOSED U S T/A S T ACTIVITY

INSTALL 20,000 GAL AST

OWNER INFORMATION

Owner Name: BLUE BELL CREAMERIES, L.P.
Owner's Representative: BRYAN GILLESPIE
Mailing Address (include city/state/zip):
PO BOX 1307 BRENTHAM, TX 77834

Owner I D: 17637
Phone: 979-836-7977
Fax: 979 830-2199
Email: BRYAN.GILLESPIE@BLUEBELL.COM

CONTRACTOR INFORMATION

Company:
Representative:
Mailing Address (include city/state/zip):

Phone: Fax:
CRP: ILP:

CONSULTANT INFORMATION

Company:
Representative:
Mailing Address (include city/state/zip):

Phone: Fax:

Submitted by (Print name):
Company:
Signature: _____

Title:
Date:

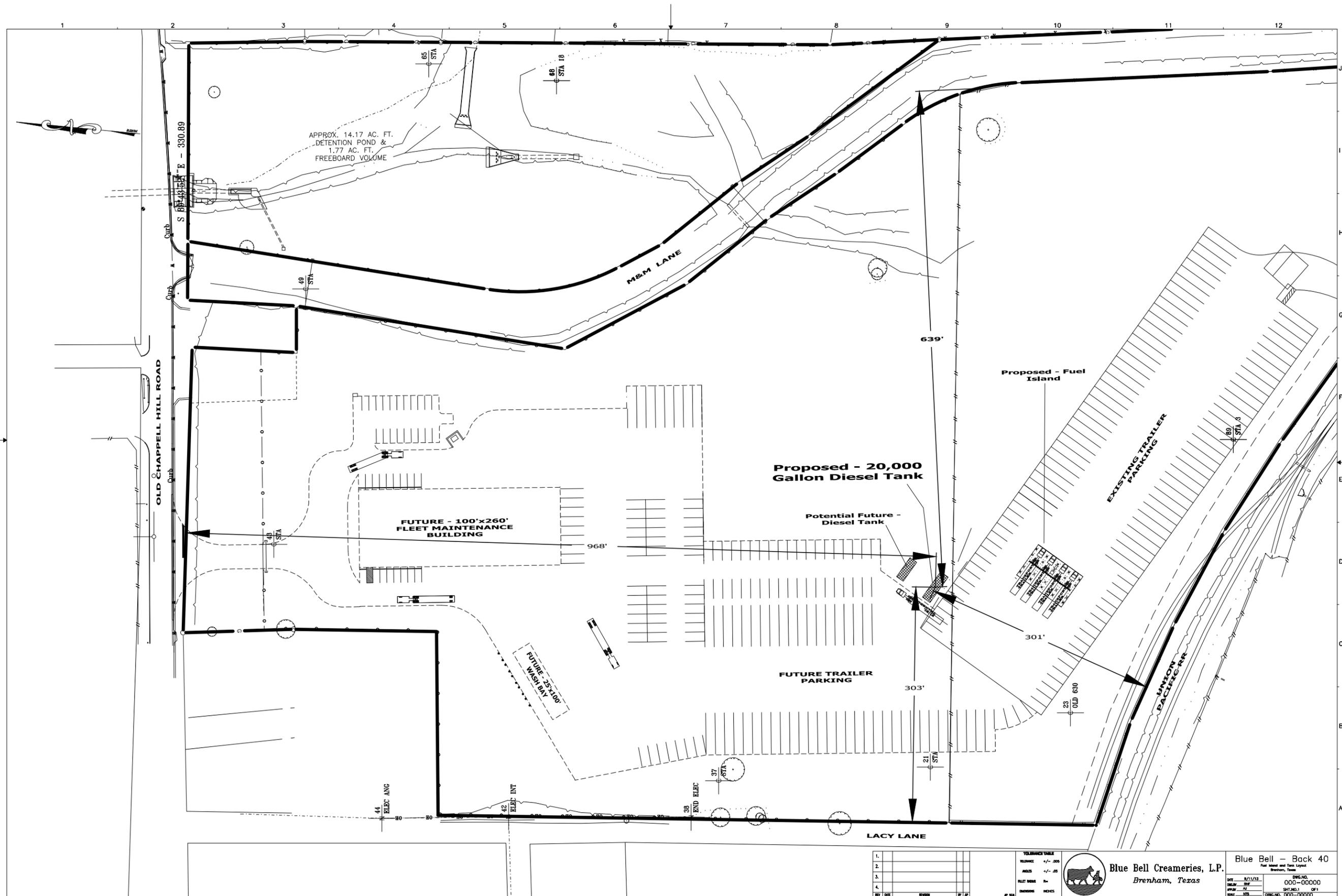
Mail completed forms to:

Texas Commission on Environmental Quality
PST Registration & Self-Certification Team (MC-138)
PO Box 13087
Austin, TX 78711-3087

TCEQ Staff Use Only

Date Received: _____
Region: _____
Remarks: _____
Logged by: _____

PLANS REVIEWED & APPROVED
Alan E. Finke
2-11-14
ALAN E. FINKE
BRENTHAM FIRE DEPARTMENT



1.				
2.				
3.				
4.				
REV	DATE	REVISION	BY	PK

TOLERANCE TABLE

VERTICAL	± 0.005
HORIZONTAL	± 0.005
ANGLES	± 0.05
RELIEF MARKS	± 0.05
DIMENSIONS	INCHES

Blue Bell Creameries, L.P.
Brenham, Texas

Blue Bell - Back 40
Fuel Island and Tank Layout
Brenham, Texas

DATE	8/1/03	DWG. NO.	000-00000
DRAWN BY	JW	SHT. NO. 1	OF 1
APP'D BY	JWS	DATE	08/01/03

CONFIDENTIAL: THE INFORMATION HEREON IS CONFIDENTIAL AND MAY NOT BE REPRODUCED OR DIVULGED WITHOUT THE WRITTEN PERMISSION OF BLUE BELL CREAMERIES, L.P.



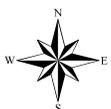
AGENDA ITEM 9

DATE OF MEETING: March 3, 2014	DATE SUBMITTED: March 6, 2014	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Grant Lischka	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-14-008 Accepting the Dedication of Infrastructure Improvements From the Brenham Housing Authority to the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: In the 1970's, City Council passed two resolutions that outlines the maintenance responsibilities of the City with regard to infrastructure within the Brenham Housing Authority (BHA) properties of Cityview and Crestview, Fairview and Sunnyside. At the time, Northview and Northside Terrace had not been constructed, so there was no resolution relating to those properties. In 2013 BHA passed resolutions updating the maintenance responsibilities for all properties. After reviewing the resolutions from BHA and the resolutions from the 1970's, staff felt there was a need for the City to update the resolutions so that all of the BHA properties were listed together and to clear up any ambiguity. The new resolution does not add any additional infrastructure that is not already on the City's capital asset list and will allow staff to have a single document to reference in the future.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Map Showing BHA Projects Within the City Limits; and (2) Resolution No. R-14-008 with Exhibits		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve Resolution No. R-14-008 accepting the dedication of infrastructure improvements from the Brenham Housing Authority to the City of Brenham and authorize the Mayor to execute any necessary documentation		
APPROVALS: Terry K. Roberts		



1 inch = 700 feet

Brenham Housing



RESOLUTION NO. R-14-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS PROVIDING FOR THE ACCEPTANCE OF INFRASTRUCTURE IMPROVEMENTS FROM THE BRENHAM HOUSING AUTHORITY TO THE CITY OF BRENHAM, TEXAS

WHEREAS, the Housing Authority of the City of Brenham (“Authority”) constructed and maintains multiple projects within the City of Brenham, more specifically identified in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E; and

WHEREAS, certain facilities and other improvements were constructed by the Authority in said projects; and

WHEREAS, the City of Brenham took action on December 4, 1973 and November 24, 1976 regarding certain facilities and other improvements in Authority projects more specifically identified in Exhibit A, Exhibit B, and Exhibit C; and

WHEREAS, the City of Brenham wishes to clarify which facilities and other improvements the City of Brenham previously accepted and consolidate all facilities and other improvements in Authority projects accepted by the City of Brenham to date into one resolution; and

WHEREAS, certain facilities and other improvements in said Authority projects more specifically identified in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E have been offered for dedication to public use forever; and

WHEREAS, all common areas will be owned and maintained by the Authority; and

WHEREAS, the facilities and other improvements have been inspected by the City and found to be constructed in accordance with the City’s Standards and Specifications; and

WHEREAS, the City of Brenham desires to formally accept certain facilities and improvements more specifically identified in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E which are incorporated herein for all purposes; and

WHEREAS, the City of Brenham does not desire to accept certain facilities and improvements more specifically identified in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E which are incorporated herein for all purposes;

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

The City of Brenham hereby accepts certain facilities and improvements more specifically identified in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E which are incorporated herein for all purposes, in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation. The City of Brenham hereby rejects the dedication of certain facilities and improvements more specifically identified in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E which are incorporated herein for all purposes.

APPROVED on this the 6th day of March, 2014

Milton Y. Tate, Jr.
Mayor

ATTEST

Jeana Bellinger, TRMC
City Secretary

EXHIBIT A

Project Name: SUNNYSIDE

Project No. TEX: 330-2

Streets: City will maintain the following streets; Eleanor Drive, Hasskarl Drive and Rebecca Circle. Parking bays will be maintained up to the line formed by the back of curb of named streets. Areas behind the line formed by the back of curb of named streets will be the responsibility of BHA.

Sidewalks: City will maintain all sidewalks adjoining the curb line of the adjoin street. All other sidewalks are excluded.

Storm Sewer: City will maintain storm sewer conduits and related appurtenances (Curb inlets, grate inlets and junction boxes). Roof drainage systems serving roof downspouts and other similar on-site drainage shall be maintained by BHA up to the point of connection with the storm sewer main.

Sanitary Sewer: City will maintain the sanitary sewer main and related manholes. BHA will be responsible for all service taps, beginning at the sanitary sewer main, and related appurtenances.

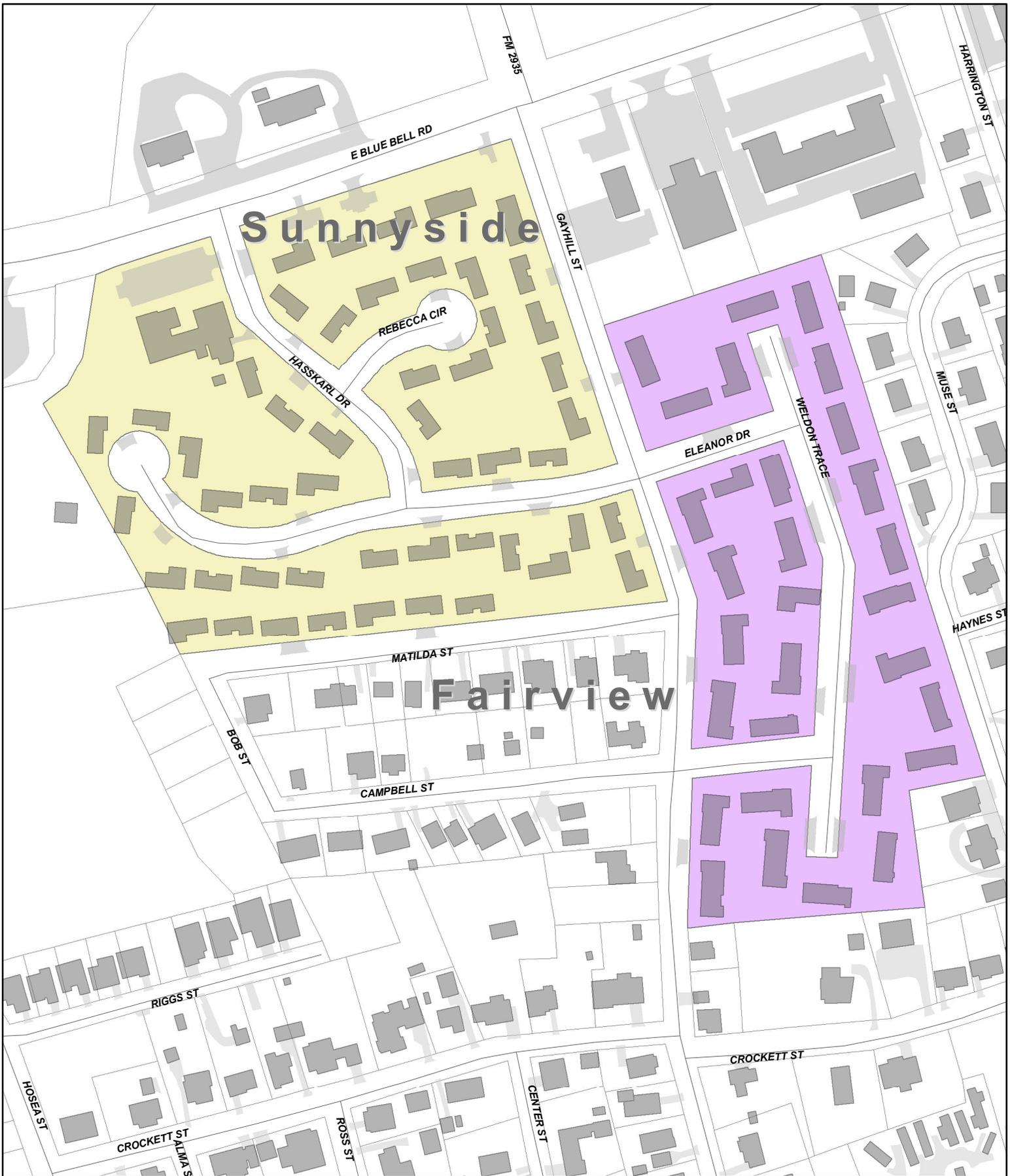
Natural Gas: City will maintain a master meter(s). BHA will be responsible for maintenance of all natural gas distribution lines, meters and related appurtenances downstream of the master meter.

Electricity: City will maintain a master meter(s). BHA will be responsible for maintenance of all electric distribution lines, meters and related appurtenances downstream of the master meter.

Potable Water: City will maintain a master meter(s). BHA will be responsible for maintenance of all potable water distribution lines, meters and related appurtenances downstream of the master meter.

Fire Supply: City will maintain non-metered water distribution mains, fire hydrants and related appurtenances.

A map of this Project is attached.



1 inch = 200 feet

Sunnyside and Fairview Housing



EXHIBIT B

Project Name: FAIRVIEW

Project No. TEX: 330-3

Streets: City will maintain the following streets; Campbell Street, Weldon Trace, Matilda Street, Eleanor Drive and Gayhill Street. Parking bays will be maintained up to the line formed by the back of curb of named streets. Areas behind the line formed by the back of curb of named streets will be the responsibility of BHA.

Sidewalks: City will maintain all sidewalks adjoining the curb line of the adjoin street. All other sidewalks are excluded.

Storm Sewer: City will maintain storm sewer conduits and related appurtenances (curb inlets, grate inlets and junction boxes). Roof drainage systems serving roof downspouts and other similar on-site drainage shall be maintained by BHA up to the point of connection with the storm sewer main.

Sanitary Sewer: City will maintain the sanitary sewer main and related manholes. BHA will be responsible for all service taps, beginning at the sanitary sewer main, and related appurtenances.

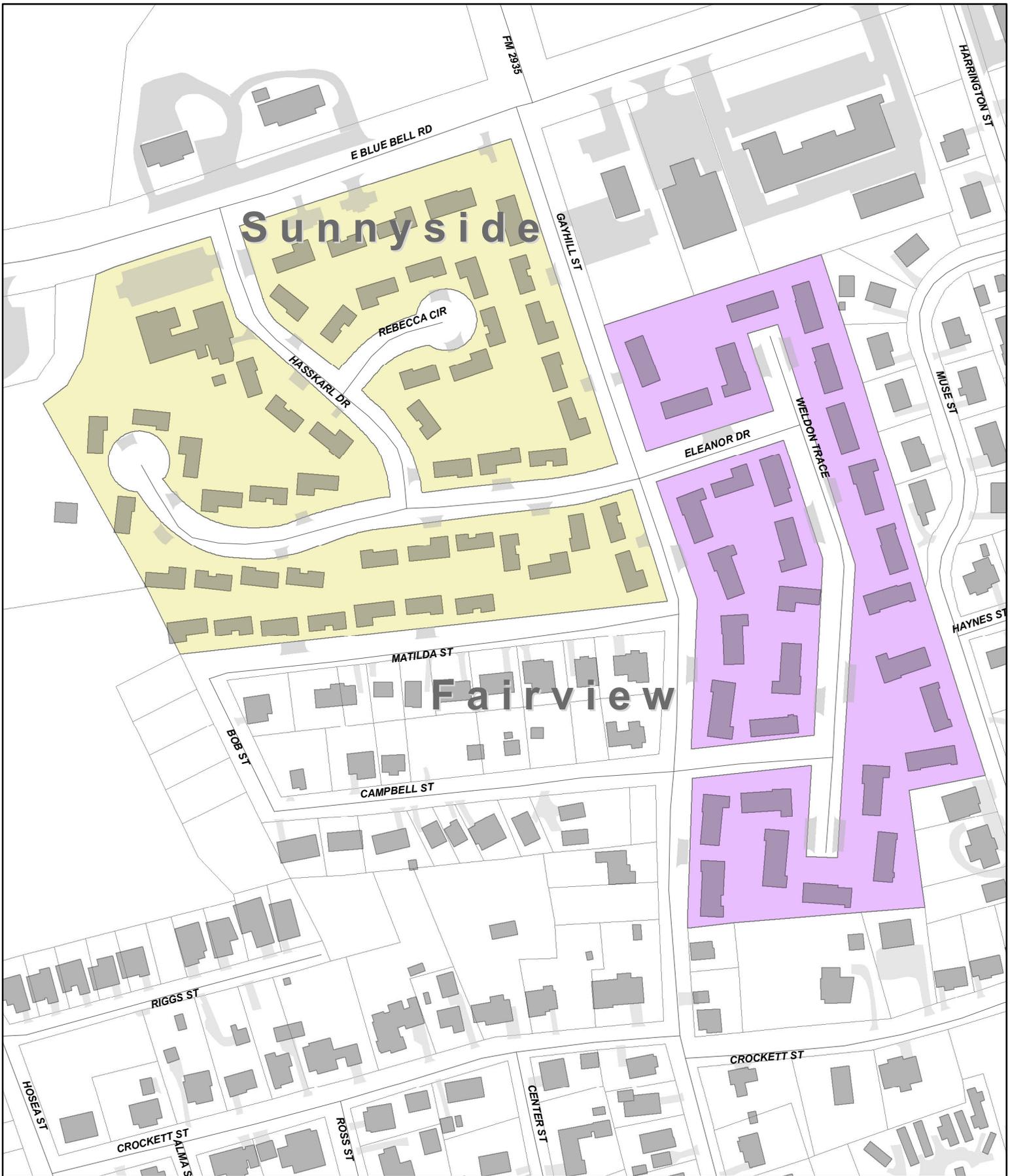
Natural Gas: City will maintain a master meter(s). BHA will be responsible for maintenance of all natural gas distribution lines, meters and related appurtenances downstream of the master meter.

Electricity: City will maintain a master meter(s). BHA will be responsible for maintenance of all electric distribution lines, meters and related appurtenances downstream of the master meter.

Potable Water: City will maintain a master meter(s). BHA will be responsible for maintenance of all potable water distribution lines, meters and related appurtenances downstream of the master meter.

Fire Supply: City will maintain non-metered water distribution mains, fire hydrants and related appurtenances.

A map of this Project is attached.



1 inch = 200 feet

Sunnyside and Fairview Housing



EXHIBIT C

Project Name: CITYVIEW & CRESTVIEW

Project No. TEX: 330-4

Streets: City will maintain the following streets; Rink Street, Glenn Drive and Clayton Drive. Parking bays will be maintained up to the line formed by the back of curb of named streets. Areas behind the line formed by the back of curb of named streets will be the responsibility of BHA.

Sidewalks: City will maintain all sidewalks adjoining the curb line of the adjoin street. All other sidewalks are excluded.

Storm Sewer: City will maintain storm sewer conduits and related appurtenances (Curb inlets, grate inlets and junction boxes). Roof drainage systems serving roof downspouts and other similar on-site drainage shall be maintained by BHA up to the point of connection with the storm sewer main.

Sanitary Sewer: City will maintain the sanitary sewer main and related manholes. BHA will be responsible for all service taps, beginning at the sanitary sewer main, and related appurtenances.

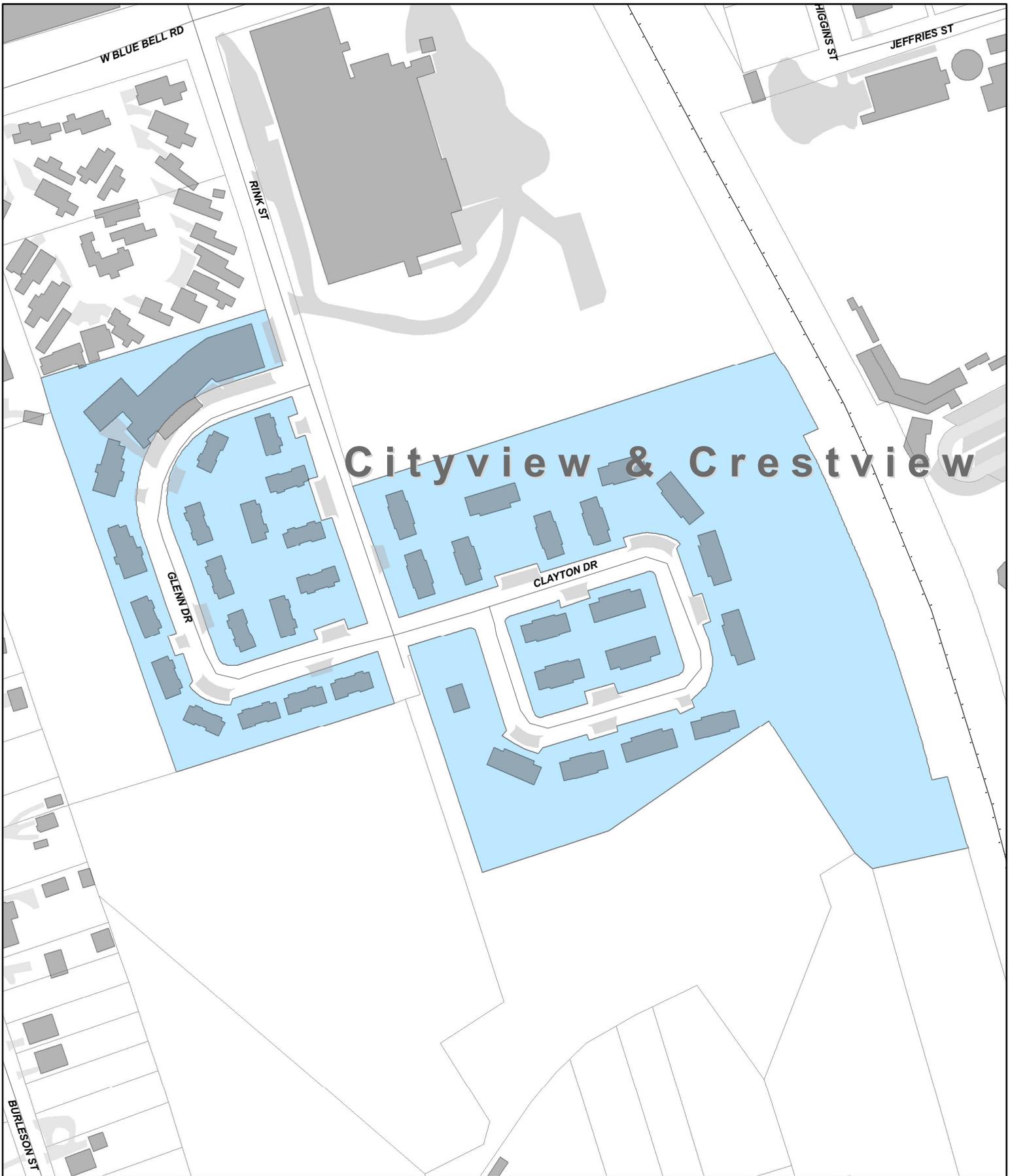
Natural Gas: City will maintain a master meter(s). BHA will be responsible for maintenance of all natural gas distribution lines, meters and related appurtenances downstream of the master meter.

Electricity: City will maintain a master meter(s). BHA will be responsible for maintenance of all electric distribution lines, meters and related appurtenances downstream of the master meter.

Potable Water: City will maintain a master meter(s). BHA will be responsible for maintenance of all potable water distribution lines, meters and related appurtenances downstream of the master meter.

Fire Supply: City will maintain non-metered water distribution mains, fire hydrants and related appurtenances.

A map of this Project is attached.



Cityview & Crestview

1 inch = 200 feet

Cityview and Crestview Housing



EXHIBIT D

Project Name: NORTHVIEW

Project No. TEX: 330-7

Streets: City will maintain the following streets; Northview Circle Drive and Pecan Circle Drive. Parking bays will be maintained up to the line formed by the back of curb of named streets. Areas behind the line formed by the back of curb of named streets will be the responsibility of BHA.

Sidewalks: City will maintain all sidewalks adjoining the curb line of the adjoin street. All other sidewalks are excluded.

Storm Sewer: City will maintain storm sewer conduits and related appurtenances (Curb inlets, grate inlets and junction boxes). Roof drainage systems serving roof downspouts and other similar on-site drainage shall be maintained by BHA up to the point of connection with the storm sewer main.

Sanitary Sewer: City will maintain the sanitary sewer main and related manholes. BHA will be responsible for all service taps, beginning at the sanitary sewer main, and related appurtenances.

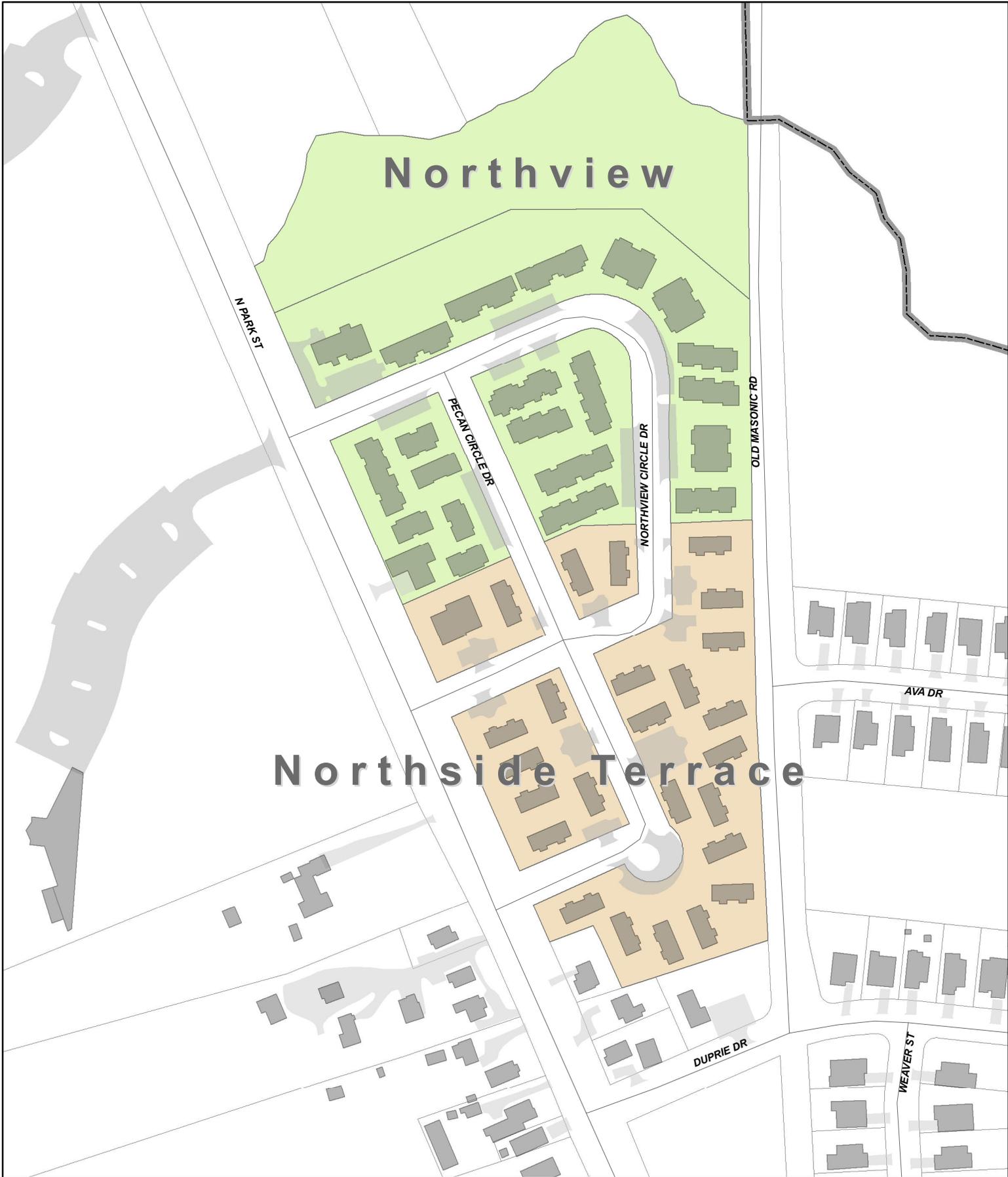
Natural Gas: City will maintain all natural gas distribution lines, meters and related appurtenances up to the individual meter.

Electricity: City will maintain all electric distribution lines, meters and related appurtenances up to the individual meter.

Potable Water: City will maintain a master meter(s). BHA will be responsible for maintenance of all potable water distribution lines, meters and related appurtenances downstream of the master meter.

Fire Supply: City will maintain non-metered water distribution mains, fire hydrants and related appurtenances.

A map of this Project is attached.



Northview

Northside Terrace

1 inch = 200 feet

Northview and Northside Terrace Housing



EXHIBIT E

Project Name: NORTHSIDE TERRACE

Project No. 114-35713

Streets: City will maintain the following streets; Northview Circle Drive and Pecan Circle Drive. Parking bays will be maintained up to the line formed by the back of curb of named streets. Areas behind the line formed by the back of curb of named streets, including the parking circle off of Pecan Circle Drive, will be the responsibility of BHA.

Sidewalks: City will maintain all sidewalks adjoining the curb line of the adjoin street. All other sidewalks are excluded.

Storm Sewer: City will maintain storm sewer conduits and related appurtenances (Curb inlets, grate inlets and junction boxes). Roof drainage systems serving roof downspouts and other similar on-site drainage shall be maintained by BHA up to the point of connection with the storm sewer main.

Sanitary Sewer: City will maintain the sanitary sewer main and related manholes. BHA will be responsible for all service taps, beginning at the sanitary sewer main, and related appurtenances.

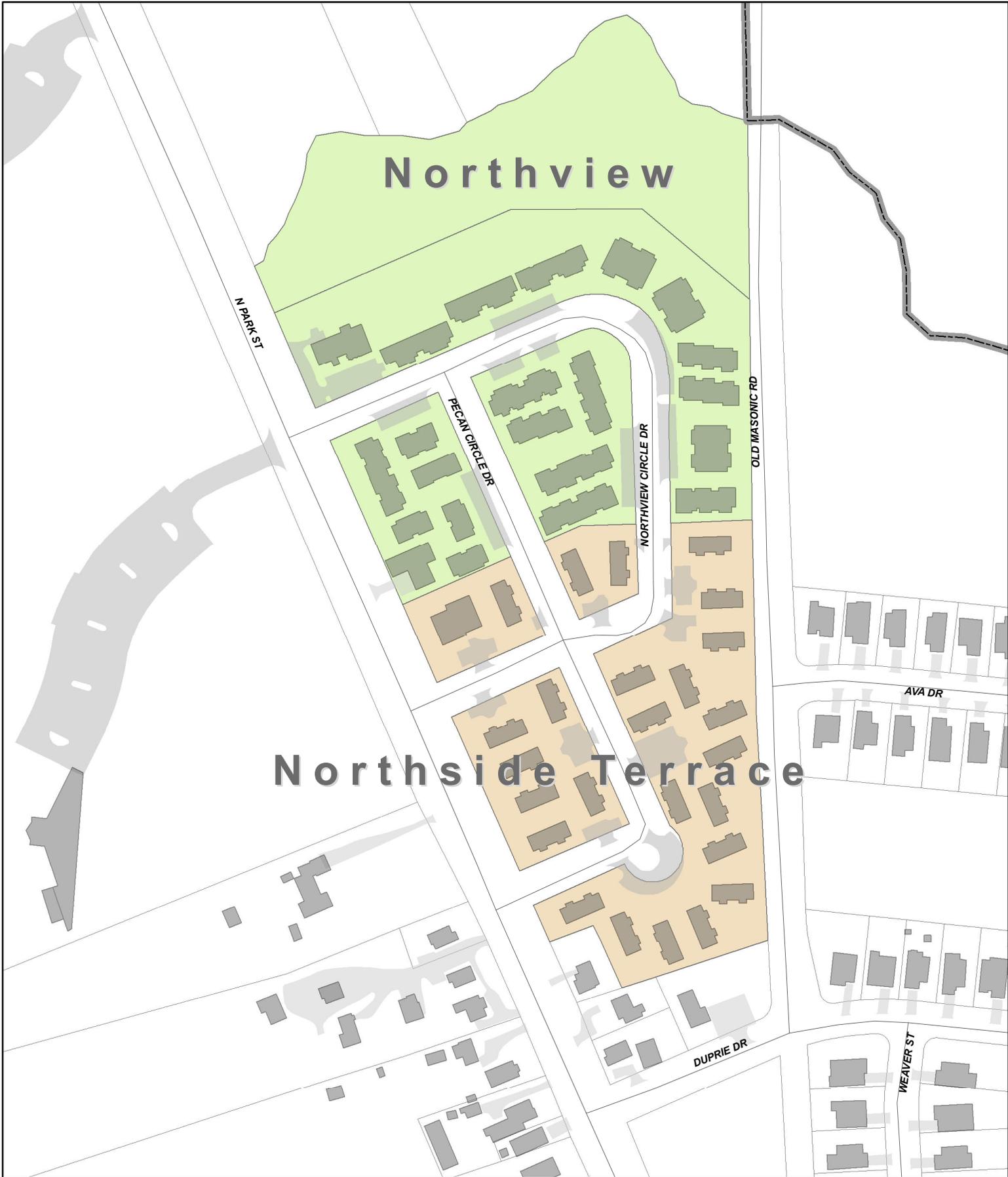
Natural Gas: City will maintain a master meter(s). BHA will be responsible for maintenance of all natural gas distribution lines, meters and related appurtenances downstream of the master meter.

Electricity: City will maintain all electric distribution lines, meters and related appurtenances up to the individual meter.

Potable Water: City will maintain a master meter(s). BHA will be responsible for maintenance of all potable water distribution lines, meters and related appurtenances downstream of the master meter.

Fire Supply: City will maintain non-metered water distribution mains, fire hydrants and related appurtenances.

A map of this Project is attached.



Northview

Northside Terrace

N PARK ST

PECAN CIRCLE DR

NORTHVIEW CIRCLE DR

OLD MASONIC RD

AVA DR

DUPRIE DR

WEAVER ST

1 inch = 200 feet

Northview and Northside Terrace Housing





AGENDA ITEM 10

DATE OF MEETING: March 6, 2014		DATE SUBMITTED: February 13, 2014
DEPT. OF ORIGIN: Development Services		SUBMITTED BY: Kim Hodde
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Ground Space Lease Agreement With Randall Reed for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: JB105 Management Company has sold their hangar (3311 Aviation Way) to Randall Reed; therefore a lease agreement needs to be executed with the new owner. Execution of this lease agreement with Randall Reed will cancel the previous agreement with JB105 Management Company. This lease agreement is our standard ground space lease for .08 cents per square foot.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: Ground space lease agreement with Exhibit "A"		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve a ground space lease agreement with Randall Reed for hangar space at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.		
APPROVALS: Terry K. Roberts		

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH RANDALL REED (3311 AVIATION WAY)

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and RANDALL REED, hereinafter called "Lessee.

WITNESSETH:

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

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

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

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

B. TERM.

The term of said lease is for a period of thirty (30) years commencing February 1, 2014, and terminating January 31, 2044. The rent for the first five years shall be eight (\$.08) cents per square foot per year for 8,800 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. On the fifth anniversary and each fifth anniversary thereafter, the rent shall adjust to the prevailing rate at that time, not to exceed an increase of two (\$.02) cents per square foot.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

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

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

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

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

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

F. PROHIBITED USES.

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

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

G. EXPIRATION.

Upon the expiration of this Lease,

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

H. DEFAULT.

Any of the following events constitutes default:

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

I. LESSOR'S RIGHTS UPON DEFAULT.

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

J. MORTGAGE OF LEASEHOLD INTEREST.

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

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

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

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

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

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

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

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

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

C. TRASH, GARBAGE, LANDSCAPING.

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

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

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

D. SIGNS.

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

E. UTILITIES.

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

F. FIELD USE CHARGES.

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

G. PAYMENTS DUE.

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

H. COMPLIANCE WITH RULES.

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

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

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

J. FAA AND OTHER APPROVAL OF USE.

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

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

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

L. LESSEE AUTHORITY.

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

ARTICLE III – OTHER CONDITIONS

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

APPROVED this the ____ day of February, 2014.

LESSOR

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

February 1, 2014

ATTEST:

Jeana Bellinger, City Secretary

LESSEE



Randall Reed
2668 Hwy 36 South #109
Brenham, Texas 77833
(806) 676-7502

Date signed by Lessee: 2-11-2014

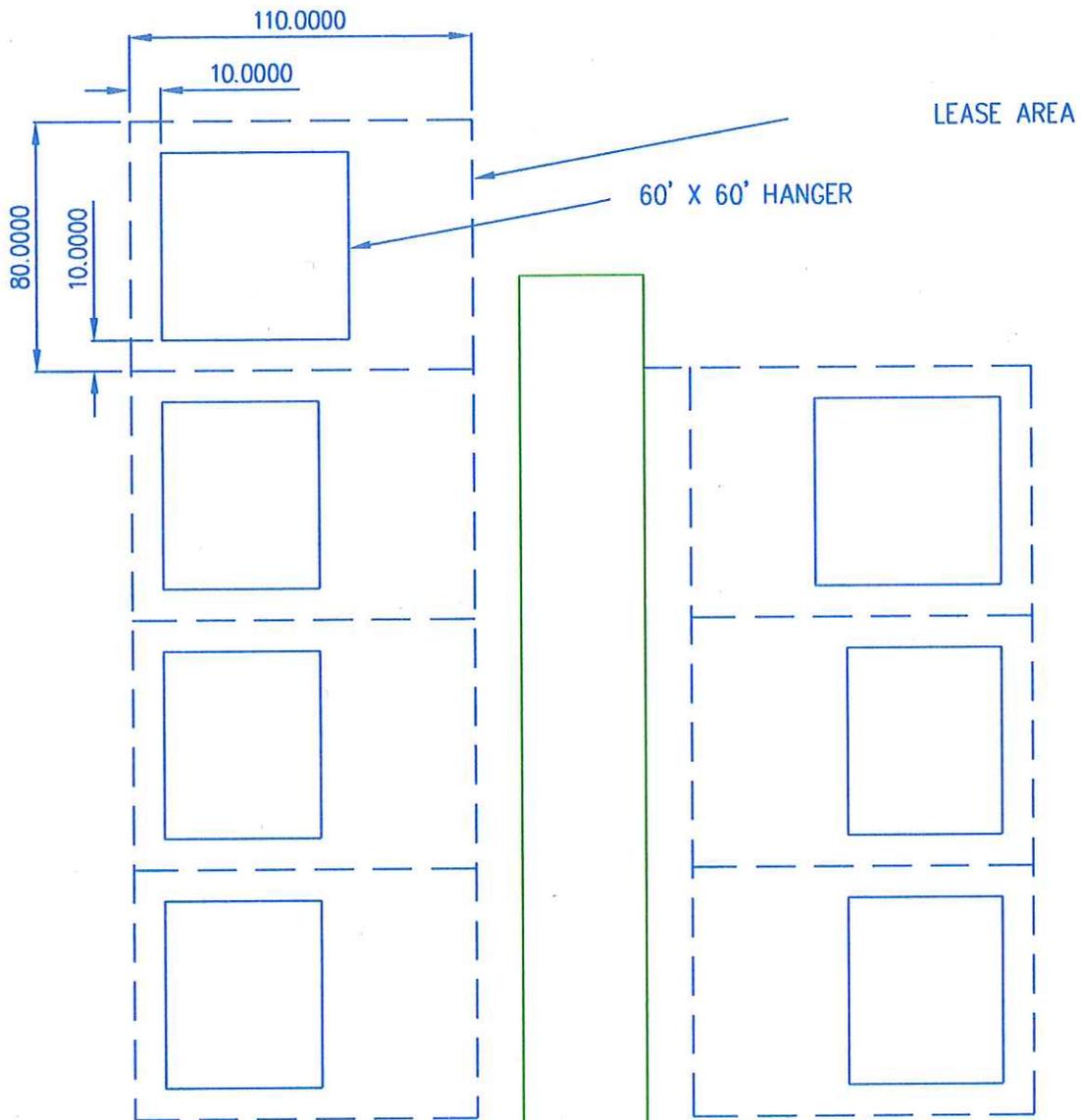
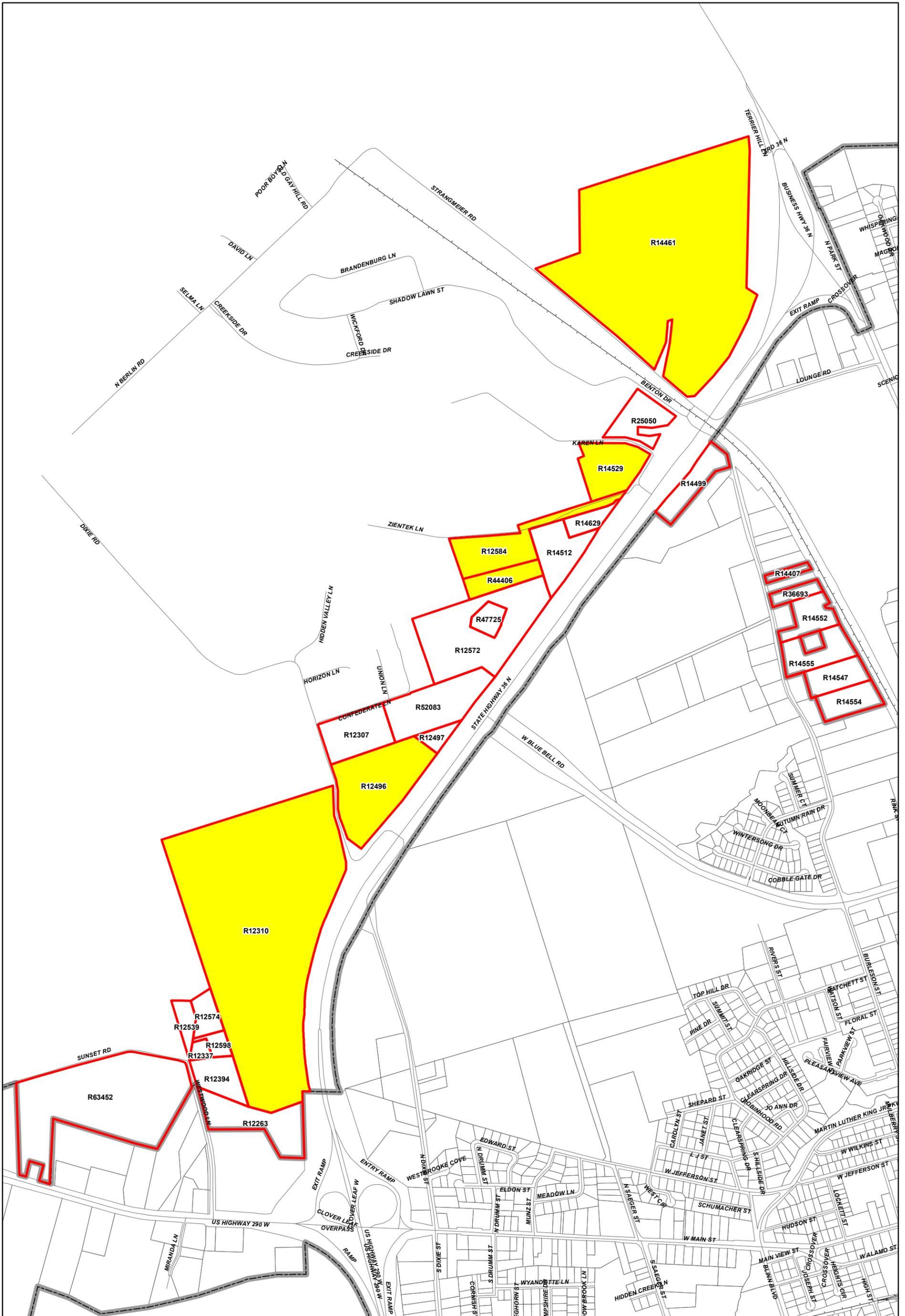


EXHIBIT "A"



AGENDA ITEM 11

DATE OF MEETING: March 6, 2014	DATE SUBMITTED: March 3, 2014	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Julie Fulgham	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Initiating the Annexation of Approximately 403 Acres of Land into the City Limits of the City of Brenham, Texas and the Approval of Development Agreements to be Offered to Various Land Owners having Property with Agricultural Exemption in the Land Being Considered for Annexation and Authorize the Mayor to Execute an Necessary Documentation		
SUMMARY STATEMENT: This agenda items is for Council to review the finalized list of properties proposed to be annexed as well as the proposed development agreements to be offered to property owners that own land with agricultural exemptions and authorize staff to begin annexation. Notices will be mailed to all property owners listed on the attachments.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p style="margin-left: 20px;">A. PROS:</p> <p style="margin-left: 20px;">B. CONS:</p>		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Maps of the 3 Sections Considered for Annexation; (2) Lists of Property Owners; and (3) Proposed Development Agreement		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve the initiation of the annexation of approximately 403 acres of land into the City Limits of the City of Brenham, Texas and the approval of Development Agreements to be offered to various land owners having property with agricultural exemption in the land being considered for annexation and authorize the Mayor to execute any necessary Documentation.		
APPROVALS: Terry K. Roberts		



1 inch = 900 feet



Annexation 2014 Section I

- AG Exempt 210.399 ac
- Non-Exempt 112.462 ac





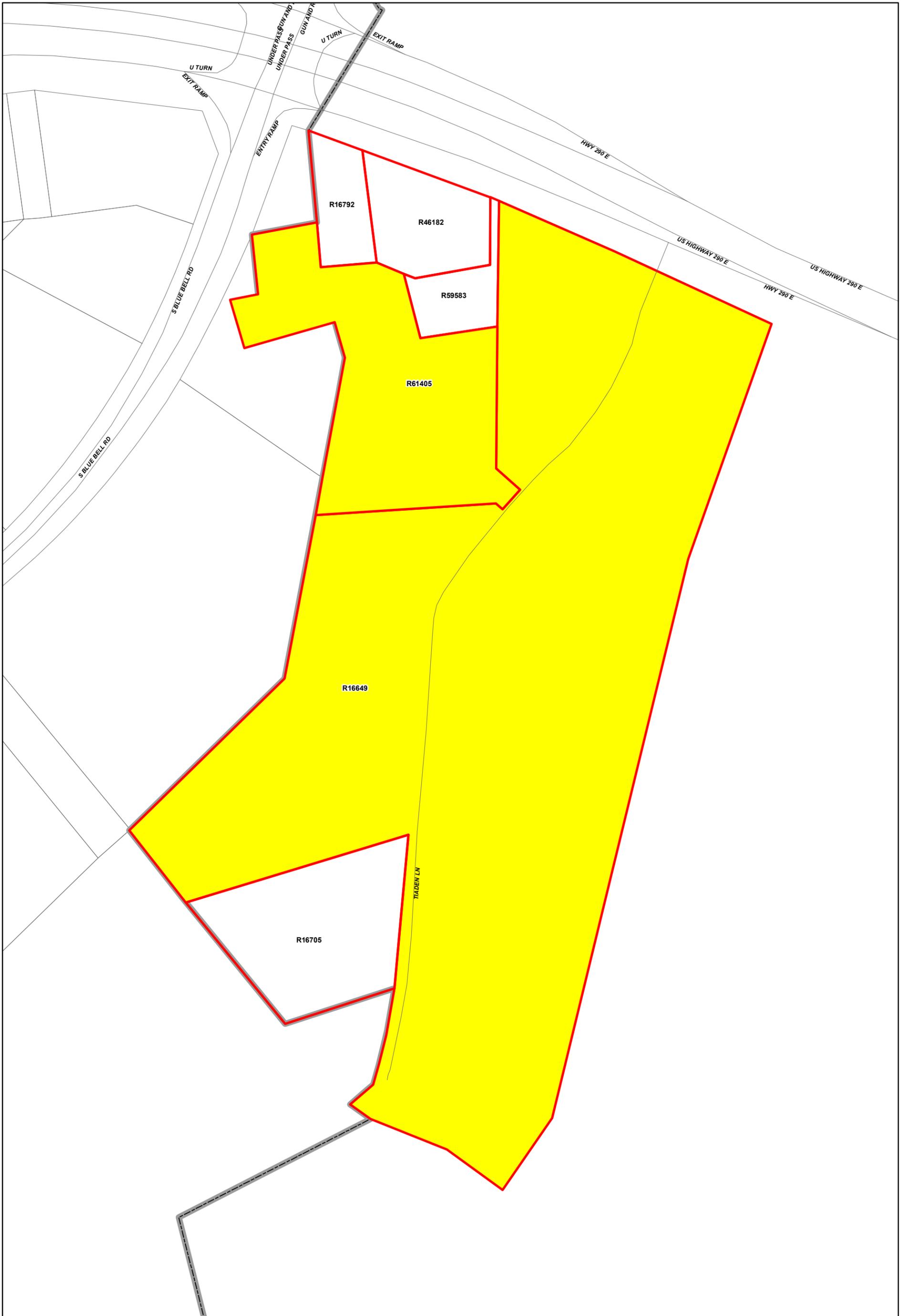
1 inch = 200 feet



Annexation 2014 Section II

- AG Exempt 4.481 ac
- Non-Exempt 30.512 ac





1 inch = 200 feet



Annexation 2014 Section III

- AG Exempt 39.42 ac
- Non-Exempt 5.946 ac



1	PROP_ID_1	OWNER	ACRES	SITUS_ADDR	AG_EXEMPT
2	R12310	WOLFF-WASHINGTON COUNTY PARTNERS, LTD	86.664	HWY 36 N, BRENHAM, TX 77833	AG Exempt
3	R14529	ZIENTEK, ALOIS	7.07	2400 ZIENTEK LN, BRENHAM, TX 77833	AG Exempt
4	R14461	ALBERS, CARL W ETAL	88.06	1856 STRANGMEIER RD, BRENHAM, TX 77833	AG Exempt
5	R12584	ZIENTEK, ALOIS	9.61	2609 ZIENTEK LN, BRENHAM, TX 77833	AG Exempt
6	R44406	ZIENTEK, ALOIS	3.625	2601 ZIENTEK LN, BRENHAM, TX 77833	AG Exempt
7	R12496	SUROVIK, MARIE	15.37	1030 DIXIE RD, BRENHAM, TX 77833	AG Exempt
8	R14499	SCHULZE, BENTON LAND & CATTLE CO , LLC	4.837	2150 HWY 36 N, BRENHAM, TX 77833	Non-Exempt
9	R14547	BRINKMEYER, WILLIE & MARGARET	1	1620 BURLESON ST, BRENHAM, TX 77833	Non-Exempt
10	R12394	MYRICK, LOREA	4.09	270 WESTWOOD LN, BRENHAM, TX 77833	Non-Exempt
11	R25050	DURBIN, STEVEN W	4.96	2329 BENTON DR, BRENHAM, TX 77833	Non-Exempt
12	R14629	SCHMIDT, ALAN & MEGAN	1.78	2001 HWY 36 N, BRENHAM, TX 77833	Non-Exempt
13	R14512	TEGELER, LARRY	6.393	HWY 36 N, BRENHAM, TX 77833	Non-Exempt
14	R14407	HUGO, RITA	0.878		Non-Exempt
15	R12572	RECONVERSION TECHNOLOGIES OF TEXAS, INC	18.038	1709 HWY 36 N, BRENHAM, TX 77833	Non-Exempt
16	R36693	BRINKMEYER, WILLIE & MARGARET	1.682	BURLESON ST, BRENHAM, TX 77833	Non-Exempt
17	R14552	HORAK, MARY K	0.878	1726 BURLESON ST, BRENHAM, TX 77833	Non-Exempt
18	R47725	RECYCLED PRODUCTS CORPORATION	1.964	1709 HWY 36 N, BRENHAM, TX 77833	Non-Exempt
19	R14555	KRAUSE, DANIEL C.	0.25	1656 BURLESON ST, BRENHAM, TX 77833	Non-Exempt
20	R52083	BRANNON INDUSTRIAL GROUP, LLC	10	CONFEDERATE LN, BRENHAM, TX 77833	Non-Exempt
21	R14554	HUGO, RITA	1	1526 BURLESON ST, BRENHAM, TX 77833	Non-Exempt
22	R12307	CHOYCE, JOHN L ETUX	6.899	1150 DIXIE RD, BRENHAM, TX 77833	Non-Exempt
23	R12497	H & H AGRI-SERVICES, INC	1.5	1409 HWY 36 N, BRENHAM, TX 77833	Non-Exempt
24	R12574	BROWN, TOMMY A	1.718	350 WESTWOOD LN, BRENHAM, TX 77833	Non-Exempt
25	R12539	ENGELING, MARY (RTL)	1.22	364 WESTWOOD LN, BRENHAM, TX 77833	Non-Exempt
26	R12598	LAND, CLAIRE K	0.89	360 WESTWOOD LN, BRENHAM, TX 77833	Non-Exempt
27	R12337	RODRIGUEZ, MONICA PEREZ &	0.524	340 WESTWOOD LN, BRENHAM, TX 77833	Non-Exempt
28	R63452	MASON, VIVIAN R TRUSTEE	33.27	2600 HWY 290 W, BRENHAM, TX 77833	Non-Exempt
29	R12263	SMITH, CHARLOTTE B.	8.691	100 WESTWOOD LN, BRENHAM, TX 77833	Non-Exempt

1	PROP_ID_1	OWNER	ACRES	SITUS_ADDR	AG_EXEMPT
2	R19827	MORRIS, MACK W	4.481	3730 HWY 36 S, BRENHAM, TX 77833	AG Exempt
3	R52498	STOLZ, ALLEN R ETUX	4	3900 HWY 36 S, BRENHAM, TX 77833	Non-Exempt
4	R19860	AVERITT, W D &	2.125	3950 HWY 36 S, BRENHAM, TX 77833	Non-Exempt
5	R62492	A-ALLSORTS STORAGE	4.486	4040 HWY 36 S, BRENHAM, TX 77833	Non-Exempt
6	R63182	NICHOLS, DOUGLAS L JR ETUX	2.663	4030 HWY 36 S, BRENHAM, TX 77833	Non-Exempt
7	R19875	MORRIS, MACK W	0.58	3720 HWY 36 S, BRENHAM, TX 77833	Non-Exempt
8	R19845	LADEWIG, DELBERT & HELEN	0.5	3750 HWY 36 S, BRENHAM, TX 77833	Non-Exempt
9	R19803	MAURER, BARBARA &	6	3820 HWY 36 S, BRENHAM, TX 77833	Non-Exempt
10	R55143	MONCRIEFF, ALBERT & ELEN PHARR Article 6 Family Trust	7.24	4120 HWY 36 S, BRENHAM, TX 77833	Non-Exempt
11	R63181	HOLUM, DEVIN L & AYLEN C	2.918	4024 HWY 36 S, BRENHAM, TX 77833	Non-Exempt

1	PROP_ID	OWNER	ACRES	SITUS_ADDR	AG_EXEMPT
2	R16649	BECKENDORF, F W	34.22	HWY 290 W, BRENHAM, TX 77833	AG Exempt
3	R61405	BECKENDORF, JOHN	5.2	TIADEN LN, BRENHAM, TX 77833	AG Exempt
4	R16792	BECKENDORF, ALAN J	0.865	2430 HWY 290 E, BRENHAM, TX 77833	Non-Exempt
5	R46182	STEPHENS, CASEY P &	1.372	2450 HWY 290 E, BRENHAM, TX 77833	Non-Exempt
6	R59583	STEPHENS, CASEY P &	0.709	HWY 290 E, BRENHAM, TX 77833	Non-Exempt
7	R16705	KLATT, DORIS	3	2300 TIADEN LN, BRENHAM, TX 77833	Non-Exempt

STATE OF TEXAS)
)
COUNTY OF WASHINGTON)

SECTION 43.035 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Brenham, Texas (the “City”) and the undersigned property owner(s) (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the “Property”) in Washington County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

WHEREAS, the Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Washington County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner’s Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Washington County, the City, or any other governmental entity having jurisdiction over the Property until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. However, the Owner may construct an accessory structure to an existing single family dwelling or a structure necessary for the continued use of the tax exempted property in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, this Agreement may immediately be terminated unilaterally by the City upon written notice to the Owner, and such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the “Term”) is five (5) years from the date that the Mayor’s signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner’s heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R-1 Single Family Residential pursuant to the City’s Code of Ordinances, pending determination of the property’s permanent zoning in accordance with the provisions of applicable law and the City’s Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner’s heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Brenham
Attn: Mayor
P.O. Box 1059
Brenham, Texas 77834-1059

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Washington County, Texas. This Agreement is binding upon the City and the Owner and their respective heirs, successors and/or assigns.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City’s ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Exclusive venue for any claim, lawsuit, dispute or legal proceeding arising out of or involving this Agreement shall be in Washington County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this ____ day of _____, 2014.

Owner

Printed Name: _____

Printed Name: Milton Y. Tate, Jr.
Mayor, City of Brenham, Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2014, by Milton Y. Tate, Jr., Mayor, City of Brenham, Texas.

Notary Public, State of Texas



AGENDA ITEM 12

DATE OF MEETING: March 6, 2014		DATE SUBMITTED: February 28, 2014	
DEPT. OF ORIGIN: Fire Department		SUBMITTED BY: Ricky Boeker	
MEETING TYPE:		CLASSIFICATION:	
<input checked="" type="checkbox"/> REGULAR		<input type="checkbox"/> PUBLIC HEARING	
<input type="checkbox"/> SPECIAL		<input type="checkbox"/> CONSENT	
<input type="checkbox"/> EXECUTIVE SESSION		<input type="checkbox"/> REGULAR	
		<input checked="" type="checkbox"/> WORK SESSION	
ORDINANCE:			
<input type="checkbox"/> 1 ST READING			
<input type="checkbox"/> 2 ND READING			
<input type="checkbox"/> RESOLUTION			
AGENDA ITEM DESCRIPTION: Presentation of the 2013 Annual Report by the Fire Department			
SUMMARY STATEMENT: In order to be more cost efficient, a copy of the annual report is not included in the agenda packet. However, a bound copy of each report will be distributed to Mayor and City Council Members. A bound copy of the 2013 Fire Department Annual Report is on file for review in the City Secretary's Office. A copy can also be downloaded from the City of Brenham's website at www.cityofbrenham.org . If you are interested in obtaining a hard copy, please call the City Secretary at 979-337-7567			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: N/A			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Discussion only.			
APPROVALS: Terry K. Roberts			



AGENDA ITEM 13

DATE OF MEETING: March 6, 2014	DATE SUBMITTED: February 28, 2014	
DEPT. OF ORIGIN: Police Department	SUBMITTED BY: Rex Phelps	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Presentation of the 2013 Annual Report by the Police Department		
SUMMARY STATEMENT: In order to be more cost efficient, a copy of the annual report is not included in the agenda packet. However, a bound copy of each report will be distributed to Mayor and City Council Members. A bound copy of the 2013 Police Department Annual Report is on file for review in the City Secretary's Office. A copy can also be downloaded from the City of Brenham's website at www.cityofbrenham.org . If you are interested in obtaining a hard copy, please call the City Secretary at 979-337-7567		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: NA		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Discussion only.		
APPROVALS: Terry K. Roberts		