



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY MARCH 20, 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 Ebel**
- 3. Citizens Comments**

WORK SESSION

- 4. Presentation and Update Regarding the Charter Review Page 1-2**
- 5. Presentation and Update Regarding the Brenham Pet Adoption and Care Center Page 3**
- 6. Presentation and Update Regarding the Library Facility Page 4-9**

REGULAR AGENDA

- 7. Discuss and Possibly Act Upon the Acceptance of the 2013 Audit of Washington County Appraisal District by Seidel, Schroeder & Company Page 10-11**
- 8. Discuss and Possibly Act Upon the Approval of a Request from the Washington County Appraisal District to Spend FY2012-13 Budget Savings of \$28,000, the City of Brenham's Portion being \$3,295.64, For Two Purposes: \$18,000 for New Desktop Computers and the Remaining \$10,000 for a 2017 Flight of Pictometry Page 12-14**
- 9. Discuss and Possibly Act Upon the Approval of a Request from the Washington County Appraisal District to Reallocate \$15,201 of FY2011-12 Excess Funds Page 15-17**

10. Discuss and Possibly Act Upon the Purchase of a Rooftop A/C Unit for City Hall from the BuyBoard Local Government Purchasing Cooperative and Authorize the Mayor to Execute Any Necessary Documentation **Page 18-25**

11. Discuss and Possibly Act Upon the Approval of a Farm and Ranch Real Estate Listing Agreement with Hodde Real Estate Company for the Marketing, Listing and Possible Sale of Approximately 204.925 Acres of Land Located at 5255 Caney Creek Road, Chappell Hill, Texas and Authorize the Mayor to Execute Any Necessary Documentation **Page 26-38**

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

12. Administrative/Elected Officials Report

Adjourn

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

CERTIFICATION

I certify that a copy of the March 20, 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 17, 2014 at **12:10 PM**.

Amanda Kfehm

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



AGENDA ITEM 4

DATE OF MEETING: March 20, 2014	DATE SUBMITTED: March 17, 2014	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input checked="" type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Presentation and Update Regarding the Charter Review		
<p>SUMMARY STATEMENT: Last week I met with City Attorney Cary Bovey for two (2) full days and reviewed each section of the City’s Charter. In reviewing the Charter, we considered the following:</p> <ul style="list-style-type: none"> ➤ Each section’s compliance with applicable State and/or Federal law(s); ➤ Checked each section for proper grammar, spelling and punctuation; ➤ Verified that each section was consistent with other sections in the charter; ➤ Confirmed that each section was representative of current practices and/or policies; and ➤ Determined if our recommended change(s) would be administrative or legislative. <p>In this first review of the Charter, we estimate there will be <u>approximately</u> 88 sections needing administrative revisions, 10 sections that need to be removed because they are no longer applicable and 4 sections that will need legislative review. Please keep in mind that these are just estimates – as Cary and I continue to work through each section independently, there may be new things we find that would cause the section to be moved from administrative to legislative.</p> <p>Please also note that if a section did not require revisions (based on the considerations listed above), we are not recommending it for change. So, if you have a particular section in the Charter that you would like to see reviewed, analyzed, and compared to other cities, please be sure and let me know.</p> <p>There is still one more review to complete, Cary and I will use charters from other cities and several publications from TML and the National Civic League to see if there are issues not outlined in our current charter that should be. Any recommendations we have for new sections will be presented to you in a future workshop.</p> <p>Both Cary and I want to be sure the information we plan to provide to you during this process is easy to understand and beneficial to you; therefore, at the meeting on meeting on Thursday, I will have a brief handout to illustrate our comprehensive review of Article I for you to provide us feedback.</p>		

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: None

FUNDING SOURCE (Where Applicable): Legal Fees (5-121-419.00)

RECOMMENDED ACTION: Discussion only.

APPROVALS: Terry K. Roberts



AGENDA ITEM 5

DATE OF MEETING: March 20, 2014	DATE SUBMITTED: March 16, 2014	
DEPT. OF ORIGIN: Police – Animal Shelter	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 and Update Regarding the Brenham Pet Adoption and Care Center		
SUMMARY STATEMENT: The initiative has progressed into a private (donations) + public (city funding) partnership. The obvious and urgent need for this facility has motivated private citizens to work with local government to fund this project in an effort to make the project a reality in the very near future. The Animal Shelter Task Force will respectfully update the council on the progress thus far as it relates to the architectural contract, design phase, estimated project costs, site placement, square footage of the facility, facility description, services to be provided, fundraising and marketing efforts, and current funding level secured.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Informative advantages - to update Mayor and Council Members and discuss project and seek the City Council's continued support and direction.		
B. CONS: None Identified		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: N/A		
FUNDING SOURCE (Where Applicable): Private Donations and Public Funding (as recently discussed in a work session)		
RECOMMENDED ACTION: Discussion only.		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 6

DATE OF MEETING: March 20, 2014	DATE SUBMITTED: March 14, 2014	
DEPT. OF ORIGIN: Administrative Services	SUBMITTED BY: Wende Ragonis	
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 and Update Regarding the Library Facility.		
<p>SUMMARY STATEMENT: The community library has been a catalyst for literacy and information sharing in for many years. To continue this service to the community, staff recommends the modernization of the current facility. During the 2006 -2015 Strategic Plan, “<i>A Long Range Commitment to Library Services in Brenham and Washington County</i>” the Library staff, Library Board and community representatives established strategic goals for library services. Many of these goals have been met or have evolved due to changing technologies or organization structure, but Goal VII, “<i>to expand or create a facility that is comfortable, secure, efficient, inviting and accessible for all users</i>” is yet to be realized.</p> <p>To implement the proposed <i>Facility Modernization Plan</i> which will be detailed in a PowerPoint presentation during the March 20, 2014 Council meeting, the following steps in the process will need to be completed: 1) A public – private partnership with the City of Brenham and the Fortnightly Club. The details of this partnership were discussed with Fortnightly Club representatives at the Library Advisory Board meeting February 25, 2014 and with Council at the February 27, 2014 Capital Planning Workshop. 2) A Facility Relocation Plan will need to be developed and executed. A conceptual plan to temporarily relocate library services to existing City facilities was discussed with stakeholders at the aforementioned public meetings as well.</p> <p>Once these steps are complete, staff working with the Library Advisory Board will begin the implementation of the <i>Facility Modernization Plan</i> which will include Komatsu Architecture for the design of a modernized facility. Council approved an agreement with Komatsu architecture at the July 5, 2012 Council meeting, and staff will work from this agreement.</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		

ATTACHMENTS: (1) Memo from Wende Ragonis

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Discussion only.

APPROVALS: Terry K. Roberts



MEMORANDUM

TO: TERRY K. ROBERTS
FROM: WENDE RAGONIS
SUBJECT: LIBRARY FACILITY MODERNIZATION PLAN
DATE: MARCH 14, 2014

This memo outlines the presentation to be delivered at the March 19, 2014 Library Advisory Board Meeting and the March 20, 2014 City Council meeting.

Summary of Past Events:

Many events have influenced the decisions to be made in the coming weeks and months in regards to library facilities. Some of the key events are listed below in an abridged timeline:

2006: Under the direction of Jenny Ur, then Head Librarian, the *“Strategic Plan 2006 - 2015”* for community library services was published. This planning process was a collaborative effort between community residents, Library Board members, City and County officials and City staff. In this plan, Goal VII states that by 2010 it is the plan to *“Expand or create a facility that is comfortable, secure, efficient, inviting and accessible for all users.”*

2008: The policy board with oversight of the Library transitioned to the City of Brenham. The City Council established the Library Advisory Board with Fortnightly holding 5 positions on this Board.

2010: Inter-local agreement signed by County Judge Morgan and City of Brenham Mayor Tate. This agreement contained minor funding of operations from the County to the City for operations and stated that approved capital expenditures would be split 50 / 50 between the County and the City for capital expenditures for library services.

2012: After a recommendation by the Library Advisory Board and approval of Council, a contract with Komatsu Architecture for the City of Brenham’s Library Assessment and

Master plan Design was executed. Throughout 2012, Komatsu was engaged in conceptual design, then a structural review of the existing facility.

2013: With pending negotiations for a new inter-local agreement for the City and County, staff focused on identifying and implementing technologies to make operations more efficient and patron friendly. During the FY14 budget process, staff included monies for a new computer system for library operations and collection management, space planning in the existing facility, and new furniture. Staff collaborated throughout this process with the Library Advisory Board.

October 1, 2013: County and City inter-local agreement expired and there is no capital cost share for library services.

November 2013: Staff implemented the C.R.E.W. (Continuous Review Evaluation and Weeding) Manual for weeding the collection materials.

January 2, 2014: Implemented new ILS (Integrated Library System). This new technology has positioned the library to offer patrons services remotely through an internet connection.

February 25, 2014: Staff presented to Library Advisory board the opportunity for a public – private partnership.

February 27, 2014: Staff presented to Council in a Capital Planning Workshop, the opportunity for multiple public – private partnerships in the community to address facility needs.

Library Services Defined:

As the role of a library changes in our community, a modern library must adapt to meet the needs of its patrons. The basic premise of library service is to provide access to information. In years past, information has been delivered in the forms of the printed book, microfilm or other technology of the time. The challenge for libraries today is to develop adaptive plans to deliver evolving information. Today, information is embedded in our daily life. If you want to apply for a job, you must use the internet; and our students must have an email address and access to technology to be successful. The modern library of today requires three key functions collaborating together to ensure needs are met.

- 1) **Technology** – Currently the NCRML has 14 internet capable computer stations available for patron use. There is one station available to children, but it is not internet capable. The need for school aged children to access technology exists, but the current restrictions of the library facility makes additional computer

terminals challenging. When the existing facility was constructed, there was no space allotted for computer technology as it was not an integral part of library services. In a modern library, computer access for all ages of patrons is a critical library service.

- 2) **Circulation Materials** – The need for materials in print still exists and will continue to exist for generations to come. The preservation of historical items and documents will never cease.
- 3) **Community Collaboration** – Libraries are becoming the hub for collaborative learning within communities today. Thus, there is a need for community space and collaboration in a library facility. This can be accomplished with study rooms, collaboration areas with access to electricity for patron technology, library outreach and programming.

Proposed Facility Modernization Plan:

The decision to modernize the existing facility is not solely based on expanding needs, but on the existing facility condition as well.

Limited access into facility: In an informal survey conducted by library staff in October 2012, patrons were asked what one aspect of the library facility they would like to see changed or improved. Twenty-one (21) percent of patrons reported that they would change the entrance into the building and twenty-seven (27) percent reported that they would change the parking. This is an overwhelming majority of patrons that see the access to the building as an obstacle.

Infrastructure of building: The HVAC system is original to the building and is in constant need of repair. The system currently works at 50 percent capacity. Rust throughout the HVAC system has caused water penetration in several areas in the library. Insulation around the windows is deteriorating causing water penetration. The electrical panel supply is not adequate for the expanding technology needs of the facility. The restrooms are not ADA compliant making it difficult for many of our patrons to move throughout the facility.

Based upon the Structural Assessment of the existing library facility provided by Komatsu Architecture, the building structure is in *“generally good condition”* with *“no visible indications of soil related movement of the foundation”*; however, *“the exterior walls of the original building should be repaired or replaced to prevent moisture intrusion.”* Failure to prevent further moisture penetration will lead to corrosion of the metal stud framing and structural steel framing within the walls.” All building systems (HVAC, electrical, technology) will be thoroughly evaluated and a plan for upgrade can be deliberately executed during the modernization phase.

Timeline:

Once funding is secured from the public – private partnership and the details of the temporary relocation plan are finalized, the basic timeline below will be followed. It should be noted that funding for the temporary relocation will be taken from the existing FY14 library operations budget.

May 2014: Relocate Library Services

August 2014: Complete Construction Design

September 2014: Issue Construction Bids

October 2014: Begin Construction Work

November 2015: Relocate Library Services to Modernized Facility



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,

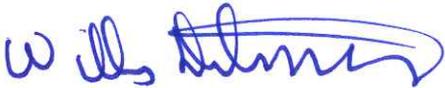
The audit for our fiscal year 2012-2013 has been completed by Seidel, Schroeder, & C. A copy is attached for your review. There were no discrepancies found during this time period. The audit revealed that the appraisal district stayed \$68,000 under budget.

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 20, 2014	DATE SUBMITTED: March 17, 2014	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Stacy Hardy	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Approval of a Request from the Washington County Appraisal District to Spend FY2012-13 Budget Savings of \$28,000, the City of Brenham's Portion Being \$3,295.64, for Two Purposes: \$18,000 for New Desktop Computers and the Remaining \$10,000 for a 2017 Flight of Pictometry.		
SUMMARY STATEMENT: The Washington County Appraisal District's (WCAD) audited financial statement for the fiscal year ending August 31, 2013 showed budget savings of approximately \$68,000. WCAD is requesting to retain \$28,000 of the savings and return \$40,000 to the appropriate taxing entities. If approved, the City of Brenham's portion of the funds to be retained would be \$3,295.64 and \$4,708.36 would be returned to the City. If the \$28,000 is not retained by the WCAD, the amount to be returned to the City would be \$8,004. 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 a request from the Washington County Appraisal District to spend FY2012-13 budget savings of \$28,000, the City of Brenham's portion being \$3,295.64, for two purposes: \$18,000 for new desktop computers and the remaining \$10,000 for a 2017 Flight of Pictometry.		
APPROVALS: Carolyn D. Miller		

WASHINGTON COUNTY APPRAISAL DISTRICT

1301 NIEBUHR
P. O. BOX 681
BRENHAM, TX 77834-0681
(979) 277-3740
February 12, 2014

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

Dear Mr. Roberts,

You recently received the audit of the Washington County Appraisal District finances for 2012-2013. The audit found that we were able to stay under budget by a total of \$68,000. We have reviewed the potential for future needs of this money and feel that we would best serve the taxpayers of Washington County by returning most of it to the taxing entities of the county.

What we did feel needed to be addressed is the replacement of desktop computers at some point over the next few years. The estimated cost of this is about \$18,000.

Another potential need is to add \$10,000 to our fund to pay for a 2017 flight of Pictometry. That would give us a total of \$60,000 for that purpose.

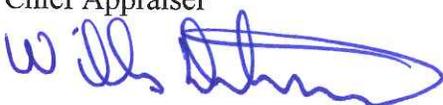
The only other concern that should not be dismissed is the lawsuits we are currently involved in. We have \$50,000 set aside for that purpose. I feel that this is sufficient for our needs, but I think it is something that needs to be mentioned during this conversation. I am not going to ask to keep additional money for this.

The summation is that with your approval, we would like to keep the above \$18,000 and \$10,000 and return to the entities the remaining \$40,000 as shown on the attached spreadsheet. If you prefer that the entire \$68,000 be returned that allocation is shown as well.

I am available to discuss this, or any other matter, whenever you would like. Thank you in advance for your consideration.

Sincerely;

Willy Dilworth
Chief Appraiser



Entity/ Appraisal Allocati 2012 Levy**Entity Cost**

Brenham ISD	\$ 23,836,162	0.5018082	\$ 34,123
Burton ISD	\$ 4,409,744	0.0928357	\$ 6,313
City of Brenham	\$ 5,591,246	0.1177091	\$ 8,004
City of Burton	\$ 82,172	0.0017299	\$ 118
Oak Hill FWD	\$ 111,792	0.0023535	\$ 160
Washington County Gene	\$ 8,076,966	0.1700395	\$ 11,563
Washington County F&M	\$ 3,690,546	0.0776948	\$ 5,283
Blinn College	\$ 1,511,362	0.0318178	\$ 2,164
Giddings ISD	\$ 190,550	0.0040115	\$ 273
	\$ 47,500,540		\$ 68,000

\$ 68,000

Entity/ Appraisal Allocati 2012 Levy**Entity Cost**

Brenham ISD	\$ 23,836,162	0.5018082	\$ 20,072.33
Burton ISD	\$ 4,409,744	0.0928357	\$ 3,713.43
City of Brenham	\$ 5,591,246	0.1177091	\$ 4,708.36
City of Burton	\$ 82,172	0.0017299	\$ 69.20
Oak Hill FWD	\$ 111,792	0.0023535	\$ 94.14
Washington County Gene	\$ 8,076,966	0.1700395	\$ 6,801.58
Washington County F&M	\$ 3,690,546	0.0776948	\$ 3,107.79
Blinn College	\$ 1,511,362	0.0318178	\$ 1,272.71
Giddings ISD	\$ 190,550	0.0040115	\$ 160.46
	\$ 47,500,540		\$ 40,000

\$ 40,000



AGENDA ITEM 9

DATE OF MEETING: March 20, 2014	DATE SUBMITTED: March 17, 2014	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Stacy Hardy	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Approval of a Request from the Washington County Appraisal District to Reallocate \$15,201 of FY2011-12 Excess Funds.		
SUMMARY STATEMENT: Previously, the Council approved the Washington County Appraisal District (WCAD) to retain \$47,880 from the 2011-12 budget to be used for the 2014 flight of pictometry and fleet replacement. Due to savings in the cost of the pictometry flight, the WCAD is now requesting to reallocate the savings (\$15,201) to the following items: additional fleet replacement, security camera system, network switch, new computers and plotter repairs. 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 a request from the Washington County Appraisal District to reallocate \$15,201 of FY2011-12 excess funds.		
APPROVALS: Carolyn D. Miller		

WASHINGTON COUNTY APPRAISAL DISTRICT

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

February 12, 2014

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

Dear Mr. Roberts,

On August 12, 2013 we asked you to allow the Washington County Appraisal District to retain \$47,880 from the 2011-2012 budget. The funds were to be used to fund the 2014 flight of Pictometry (\$36,000) and fleet replacement (\$11,880).

You will be pleased to find out that the cost of Pictometry is much less than expected and will only cost \$20,798.96. This is a savings of \$15,201.

I would like at this time to ask for permission to reassign this \$15,201 to some other uses in our office. In order to make the different allocation of funds easier to understand I will show them as follows:

1. Pictometry:.....\$20,798.96
 2. Fleet Replacement:.....\$16,231 (This will give us \$60,000 total for 4 units)
 3. Security Camera System:....\$4,113 (Bid attached)
 4. Network Switch:..... \$2,307.25 (Bid attached)
 5. 3 New Computers:.....\$3,835.99 (Bids attached)
 6. Back-up Plotter Repairs:.....\$593.80
- Total:....\$47,880

The flight of Pictometry and the issue of fleet replacement have already been discussed so I will just address the other issues in this letter.

The security camera system will tie in to our computer system and keeps the cost down and quality "up". It will include two cameras inside and one outside for the parking lot.

The network switch replaces a hundred megabit switch with a gigabit switch. This is part of our computer network and is apparently a change that is needed.

The three computers to be replaced consist of two used by the public in our office that are totally outdated and have become maintenance issues. The third computer is one used by our mapping and computer staff member. His current computer is fairly new and current but it has compatibility issues with the mapping software. His computer will go to another use somewhere in the office.

The last bit of money will be used to get our old plotter repaired to use as a back-up. It would be too costly to keep maintenance on this plotter, but it will work fine as a back-up.

You have already approved the expenditure of this money by this office. I would just like to change the use of it with your authorization.

As usual I am readily available to answer questions regarding this or any other issue. Thank you for your time and consideration.

Sincerely;



Willy Dilworth
Chief Appraiser



AGENDA ITEM 10

DATE OF MEETING: March 20, 2014	DATE SUBMITTED: March 7, 2014	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
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<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of a Rooftop A/C Unit for City Hall from the BuyBoard Local Government Purchasing Cooperative and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: This unit is a direct replacement for the 2001 Carrier HVAC Unit that is above administration at City Hall. We have had numerous issues with this unit that pertains to the condenser, condenser coils, compressor, circuit board and the variable speed drive. This unit is approaching 14 years old. With this purchase we will also be receiving the Carrier Control package, installation and the migration of our 2011 Carrier unit to the control system. This purchase was budgeted for in the 2013-14 budget process at \$51,000. The Buy Board price for the above services is \$53,298.05.		
It is very important for staff to get this unit ordered and replaced before the summer heat arrives. It will also be an asset to purchase the control system with this unit in order to hook-up the current unit and the 2011 unit that is above Public Utilities. We also have in our 5 year capital plan a replacement program that if funded will be replacing the remaining 4 units on top of City Hall within the next four years. If this is the case, we will have all carrier units with total control of all units.		
We realize this is \$2,298.05 over the budgeted amount but this overage will be handled by a budget amendment at the end of the year with savings in other areas.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Will give us consistency, control, and provide an updated unit for City Hall.		
B. CONS: Slightly over budget		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Buy Board Price Sheet; and (2) Buy Board Price Conditions		
FUNDING SOURCE (Where Applicable): 236-5-100-802.00		

RECOMMENDED ACTION: Approve the purchase of a 20 Ton rooftop HVAC Unit and Control System for City Hall from the BuyBoard Local Government Purchasing Cooperative and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts



March 03, 2014

Dane Rau
Director of Public Works
City of Brenham - City Hall
200 Vulcan
Brenham, Texas 77834

Re: Brenham RTU and Controls Combined

Carrier Commercial Service is more than just a service company. We offer the most comprehensive commercial HVAC service programs in the industry and help customers achieve bottom-line savings by ensuring their systems are operating at peak performance and that they are taking advantage of today's latest energy-saving technologies.

Carrier Commercial Service has the only factory trained service force available to perform preventative maintenance, repair service and warranty for Carrier equipment. All service technicians are certified to work on Carrier equipment and trained in accordance with the most stringent safety standards.

Our highly qualified team of engineers and service technicians understands the issues customers face. In a collaborative development process, our experts work with customers to identify and implement strategic solutions targeted to financial and operational objectives. Benefits include reduced operating cost, maximum equipment uptime, better asset utilization, increased productivity and peace of mind.

Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Duane Davis
Service Sales Rep
Carrier Corporation



Address 9350 Kirby Dr., Ste. 300
 Houston, Texas, 77054
 Phone (713) 797-8935
 Fax
 E-mail ronald.d.davis@carrier.utc.com

Contact Name Dane Rau
 Account Name City of Brenham - City Hall
 Phone (979) 337-7407
 Site Address 200 Vulcan
 Brenham, Texas, 77834

Estimate Date 02/27/2014
 Quote Number 00083664

Job Description Brenham RTU and Controls Combined

Scope of Work

Replace existing 20 Ton Carrier RTU. 50A3B020-L-621HE and install Carrier Controls for new unit and existing 2011 unit.

\$38,195.00 Equipment \$63,368 + \$291 = \$63,659 - BuyBoard Price \$38,195
 \$1671.45 Factory Startup and Commissioning
 \$1,000.00 Extended 5 year part and 2 year compressor
 \$1,650.00 Crane and Rigging
 \$7,730.00 Installation Labor
 \$3,051.60 Controls, previously quoted as \$12,280 Carrier Negotiated with Dane Rau

Allow Three days for the units to be running. Your electrician needs to be ready to make connections on day 2.

BuyBoard Contract Number: 384-11 Trade Services 375-11

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost. Additional exclusions are noted below:

Customer responsible for equipment disposal with trailer/truck onsite to receive old unit as it comes off roof. Customer to provide Electrical Connections and insure up to code requirements

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$53,298.05

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Duane Davis

Carrier Commercial Service

 Title

 Customer Acceptance (signature) Date

 Purchase Order

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - In the event Carrier is delayed in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties, Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay and Carrier shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume production.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. ADDITIONAL SERVICE - Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment. Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. LIMITATION OF LIABILITY - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.

15. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

16. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

17. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

18. CLAIMS - Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

19. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

20. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

21. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

22. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

23. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

24. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

September 19, 2013

Sent via Email to: joseph.h.goodrich@carrier.utc.com

Joe Goodrich
Carrier Corporation
2201 Midway Road, Suite 200
Carrollton TX 75006

Re: HVAC Equipment, Supplies, & Installation of HVAC Equipment
BuyBoard Contract 384-11

The contract the Local Government Purchasing Cooperative (BuyBoard) awarded your company under the HVAC Equipment, Supplies, & Installation of HVAC Equipment Proposal, # 384-11, will expire September 30, 2013. At this time, we are renewing your contract through September 30, 2014. This will be the final renewal of this contract.

All discounts, terms, and conditions of your proposal contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



AGENDA ITEM 11

DATE OF MEETING: March 20, 2014	DATE SUBMITTED: March 17, 2014	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Kyle Dannhaus	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Approval of a Farm and Ranch Real Estate Listing Agreement with Hodde Real Estate Company for the Marketing, Listing and Possible Sale of Approximately 204.925 Acres of Land Located at 5255 Caney Creek Road, Chappell Hill, Texas and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: In a memo from City Manager Terry Roberts dated February 26, 2014, he advised Council that Staff would be interviewing to recommend a real estate firm to market the Brenham/Chappell Hill property. That property was once considered as a future regional landfill site but several years ago Council decided to deactivate the permit. Staff is seeking approval to retain Hodde Real Estate Company for the marketing, listing and possible sale of approximately 205 acres of land. Staff has discussed the possibility of selling it as an entire tract but would entertain selling it in several smaller tracts. Fortunately, the tract has road frontage on two sides making it convenient to sell without making internal improvements to the property. A recent change in state law allows cities to sell real property through a real estate broker. We have not established a firm price per acre for the property at this time. We are recommending getting an appraisal on the property as well.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Farm and Ranch Real Estate Listing Agreement Exclusive Right to Sell; and (2) Map of the Property		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve a Farm and Ranch Real Estate Listing Agreement with Hodde Real Estate Company for the marketing, listing, and possible sale of approximately 204.925 acres of land located at 5255 Caney Creek Road, Chappell Hill, Texas an authorize the Mayor to execute any necessary documentation.		
APPROVALS: Mayor Milton Tate		



TEXAS ASSOCIATION OF REALTORS®

**FARM AND RANCH REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2012

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: _____ **CITY OF BRENHAM** _____

Address: _____ **P.O. BOX 1059** _____

City, State, Zip: _____ **BRENHAM, TEXAS 77834** _____

Phone: _____ Fax: _____

E-Mail: _____

Broker: _____ **HODDE REAL ESTATE CO.** _____

Address: _____ **112 WEST MAIN STREET** _____

City, State, Zip: _____ **BRENHAM, TEXAS 77833** _____

Phone: _____ **979-836-8532** _____ Fax: _____ **979-836-1224** _____

E-Mail: _____ **RHODDE@HODDEREALTY.COM OR REBECCA@HODDEREALTY.COM** _____

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY: "Property" means the land, improvements, accessories, and crops described below except for any exclusions, exceptions, or reservations described below.

A. Land: The land situated in _____ **WASHINGTON** _____ County, Texas described as follows:
APPROX. 204.925 ACRES LOCATED IN THE SILAS CLARK SURVEY (A028), TRACT 18; AS RECORDED IN VOLUME 496, PAGE 800 OF THE OFFICIAL RECORDS OF WASHINGTON COUNTY.

or as described on attached exhibit, also known as **5255 CANEY CREEK ROAD**
77426 (address/zip code), together with all rights, privileges, and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.

B. Improvements:

(1) Farm and Ranch Improvements: The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.

(2) Residential Improvements: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment,

shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above-described real property.

C. Accessories:

(1) Farm and Ranch Accessories: The following described related accessories: *(check boxes of accessories to be conveyed)* portable buildings hunting blinds game feeders livestock feeders and troughs irrigation equipment fuel tanks submersible pumps pressure tanks corrals gates chutes other: _____

(2) Residential Accessories: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garages, (iii) entry gates, and (iv) other improvements and accessories.

D. Crops: All crops growing on the Property. Seller will retain the right to harvest all growing crops until delivery of possession of the Property to a buyer.

E. Exclusions: The following improvements, accessories, and crops will be retained by Seller and excluded: _____

F. Reservations and Exceptions: Except as described below, Seller instructs Broker to market the Property without exceptions, reservations, conditions, or restrictions.

<u>Presently Held by Others</u>	<u>To be additionally retained by Seller</u>
---------------------------------	--

Minerals:	
Mineral Leases:	
Royalties:	
Surface Leases:	
Timber Interest:	
Easements:	
Water Rights:	
Other:	
Restrictions:	
Zoning:	

G. Government Programs: The Property is subject to the following government programs: NONE

H. Agricultural Development District: The Property is is not located in a Texas Agricultural Development District.

Notice: The terms of a contract for the sale of the Property will control which improvements, accessories, crops, or reservations will be excluded.

3. **LISTING PRICE:** Seller instructs Broker to market the Property at the following price: \$_____ (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of farm and ranch real estate in Texas (seller's typical closing costs are those set forth in the farm and ranch contract forms promulgated by the Texas Real Estate Commission).

4. **TERM:**

- A. This Listing begins on _____ and ends at 11:59 p.m. on _____.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. **BROKER COMPENSATION:**

A. When earned and payable, Seller will pay Broker:

- (1) 6.000% of the sales price.
- (2) _____.

B. Earned: Broker's compensation is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option all or part of the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller breaches this Listing.

C. Payable: Once earned, Broker's compensation is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's compensation has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's compensation is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Compensation:

- (1) Breach by Buyer Under a Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(2) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.

(3) Reimbursable Expenses: _____

_____.

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 90 days. "Sell" means any transfer of any interest in the Property whether by oral or written agreement or option.

(2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
(a) Seller agrees to sell the Property during the protection period;
(b) the Property is exclusively listed with another Texas licensed real estate broker at the time the sale is negotiated; and
(c) Seller is obligated to pay the other broker a fee for the sale.

F. County: All amounts payable to Broker are to be paid in cash in WASHINGTON _____ County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

6. **LISTING SERVICES:**

A. Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including sold data. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

B. Seller instructs Broker not to file this Listing with one or more Multiple Listing Services until _____ days after the date this Listing begins for the following purpose(s): _____

(Note: Do not check if prohibited by MLS(s).)

C. Broker will not file this Listing with a Multiple Listing Service (MLS) or any other listing service.

7. ACCESS TO THE PROPERTY:

- A. **Authorizing Access:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:
- (1) access the Property at reasonable times;
 - (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
 - (3) duplicate keys to facilitate convenient and efficient showings of the Property.
- B. **Scheduling Companies:** Broker may engage the following companies to schedule appointments and to authorize others to access the Property: _____.
- C. **Keybox:** **A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**
- (1) Broker is is not authorized to place a keybox on the Property.
 - (2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TAR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.
- D. **Liability and Indemnification:** When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.

- A. **MLS Participants:** If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:
- (1) if the other broker represents the buyer: _____% of the sales price or \$ SEE PARAGRAPH 15; and
 - (2) if the other broker is a subagent: _____% of the sales price or \$ SEE PARAGRAPH 15.
- B. **Non-MLS Brokers:** If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:
- (1) if the other broker represents the buyer: _____% of the sales price or \$ SEE PARAGRAPH 15; and
 - (2) if the other broker is a subagent: _____% of the sales price or \$ SEE PARAGRAPH 15.

9. INTERMEDIARY: (Check A or B only.)

- A. **Intermediary Status:** Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

- (1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.
- (2) If a prospective buyer who Broker represents is serviced by the same associate that is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ◆ may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ◆ may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
- ◆ may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ◆ may not treat a party to the transaction dishonestly; and
- ◆ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked.
 - (1) Seller does not want this Listing to be displayed on the Internet.
 - (2) Seller does not want the address of the Property to be displayed on the Internet.

Notice: Seller understands and acknowledges that, if box 11B(1) is selected, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.

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C. Broker is authorized to market the Property with the following financing options:

- | | |
|--|--|
| <input checked="" type="checkbox"/> (1) Conventional | <input type="checkbox"/> (5) Texas Veterans Land Program |
| <input type="checkbox"/> (2) VA | <input type="checkbox"/> (6) Owner Financing |
| <input type="checkbox"/> (3) FHA | <input type="checkbox"/> (7) Other |
| <input checked="" type="checkbox"/> (4) Cash | |

D. In addition to other authority granted by this Listing, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;
- (3) furnish comparative marketing and sales information about other properties to prospective buyers;
- (4) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
- (5) obtain information from any holder of a note secured by a lien on the Property;
- (6) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
- (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
- (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer, provided that Broker will not disclose the terms of any competing offer unless specifically instructed by Seller;
- (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and
- (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

E. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

12. SELLER'S REPRESENTATIONS: Except as provided by Paragraph 15, Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except _____;
- F. Seller is not aware of any liens or other encumbrances against the Property, except _____;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge; and
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: _____.

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- B. not rent or lease the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property; and
- H. amend any applicable notices and disclosures if any material change occurs during this Listing.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
 - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) other brokers or their associates who may have information about the Property on their websites;
 - (3) acts of third parties (for example, vandalism or theft);
 - (4) freezing water pipes;
 - (5) a dangerous condition on the Property;
 - (6) the Property's non-compliance with any law or ordinance; or
 - (7) Seller, negligently or otherwise.
- C. **Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:**
 - (1) are caused by Seller, negligently or otherwise;
 - (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
 - (3) are caused by Seller giving incorrect information to any person.

15. SPECIAL PROVISIONS:

I. BROKER RESERVES THE RIGHT TO ALLOCATE SALES COMMISSION BETWEEN, BUT NOT LIMITED TO, MLS PARTICIPANTS (BROKERS), NON-MLS PARTICIPANTS (BROKERS) AND/OR ATTORNEY COMPENSATION AT LISTING BROKERS DISCRETION.

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will

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be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Seller may need to provide are:

- A. Information About Brokerage Services;
- B. Seller Disclosure Notice (§5.008, Texas Property Code);
- C. Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
- D. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code);
- E. Request for Mortgage Information;
- F. Information about On-Site Sewer Facility;
- G. Information about Special Flood Hazard Areas;
- H. Keybox Authorization by Tenant;
- I. Seller's Authorization to Release and Advertise Certain Information; and
- J. _____.

20. PROPERTY CONDITION DISCLOSURE:

- A. "Environmental hazard or condition" means conditions such as, but not limited to: (1) substances or materials that are hazardous to the ordinary person's health; (2) toxic wastes or materials; (3) radon; (4) asbestos; (5) urea-formaldehyde; (6) lead-based paint; (7) anthrax; and (8) other substances commonly known to be pollutants or contaminants.
- B. Except as disclosed below or on a seller's disclosure notice, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards or conditions which materially affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property;
 - (6) any threatened or endangered species or their habitat affecting the Property;
 - (7) any material defect to any improvements or accessories on the Property; or
 - (8) any part of the Property lying within a special flood hazard area.

Exceptions to (1)-(8): _____

21. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligation to pay Broker earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Partial Sales: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the remaining term of this Listing.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

22. ADDITIONAL NOTICES:

- A. **Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **Fair housing laws require the Property to be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status.**
- C. **Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.**
- D. **Broker advises Seller to review the information Broker submits to an MLS or other listing service.**
- E. **Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.**
- F. **Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.**
- G. **If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.**
- H. **Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.**

<u>HODDE REAL ESTATE CO.</u>	<u>0252417</u>		
Broker's Printed Name	License No.	Seller <u>CITY OF BRENHAM</u>	Date _____
By: _____		_____	
Broker's Associate's Signature	Date	Seller	Date
<u>RANDY HODDE`</u>			
Broker's Associate's Printed Name			



Approved by the Texas Real Estate Commission for Voluntary Use
Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

(1) shall treat all parties honestly;

(2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;

(3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and

(4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

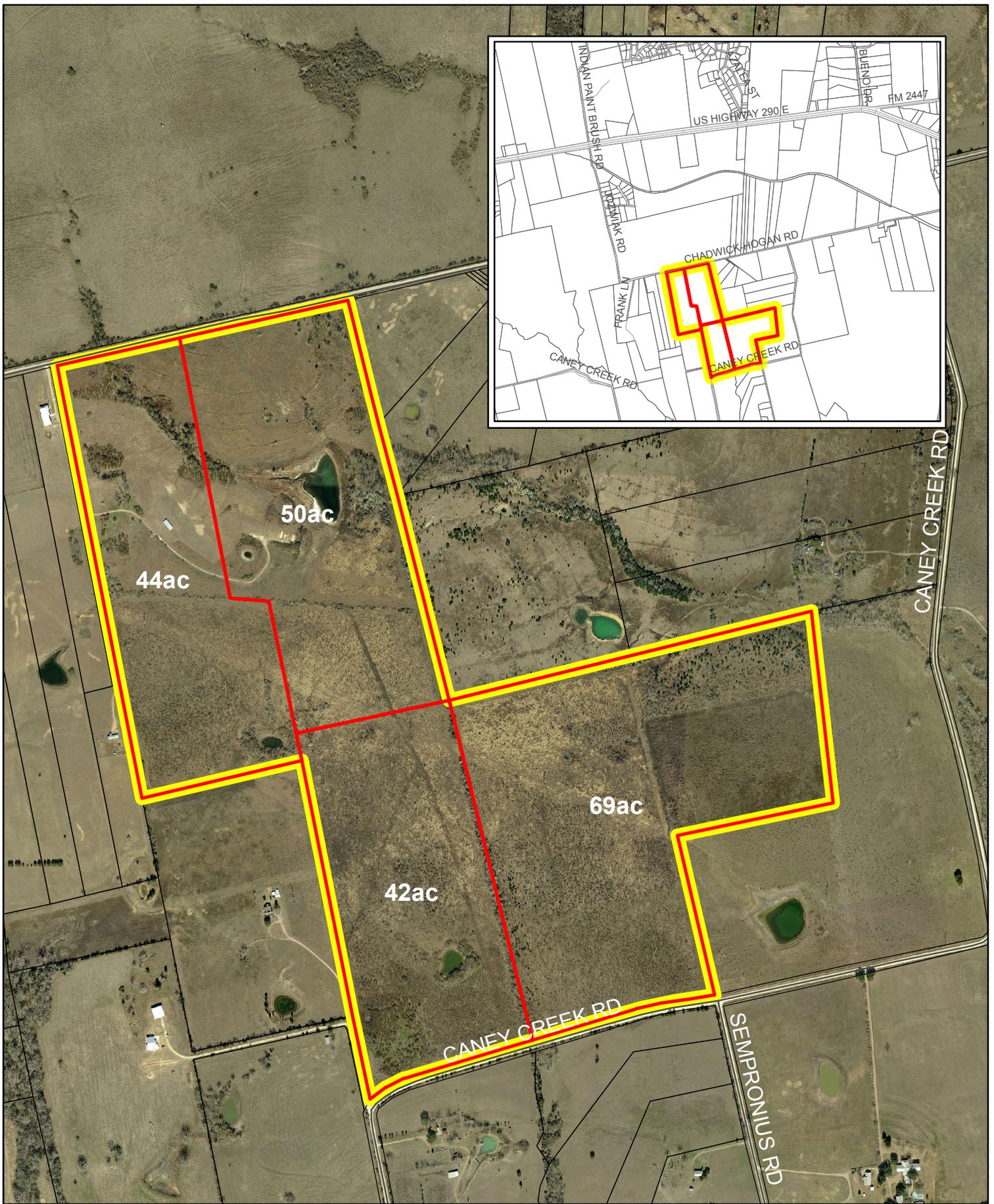
Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

TREC No. OP-K



1 inch = 700 feet



Legend

-
 Parcel Boundary
 Landfill