



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY APRIL 24, 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 Barnes-Tilley**
- 3. Proclamation**
 - **Local History Day – May 1, 2014 and May 8, 2014** **Page 1**
- 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 March 6, 2014 and March 20, 2014 City Council Meetings** **Page 2-22**

REGULAR AGENDA

- 6. Discuss and Possibly Act Upon a One-Year Contract Extension with Gene Services, LLC for Mowing and Cleanup Services for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation** **Page 23-25**

7. **Discuss and Possibly Act Upon Amendment of the 2009 Municipal Maintenance Agreement Between the City of Brenham and TxDOT for Vegetation Control In Certain Areas Within the City Limits and Authorize the Mayor to Execute Any Necessary Documentation** **Page 26-42**
8. **Discuss and Possibly Act Upon Resolution No. R-14-010 Approving the Assignment of the Commercial Tax Phase-In Agreement from GSL Constructors, Ltd. to GSL Partners Sub 52, LLC and Authorize the Mayor to Execute Any Necessary Documentation** **Page 43-50**
9. **Discuss and Possibly Act Upon Resolution No. R-14-011 Amending Resolution No. R-14-005 and Modifying the Company Name Shown on the Commercial Tax Phase-In Agreement with Tempur Sealy International, Inc. to Tempur Sealy International, Inc. and All Approved Affiliates and Subsidiaries and Authorize the Mayor to Execute Any Necessary Documentation** **Page 51-69**
10. **Discuss and Possibly Act Upon Resolution No. R-14-012 Authorizing the Acceptance of Public Improvements in the Ralston Creek Subdivision, Phase 1 Subdivision, and Authorize the Mayor to Execute Any Necessary Documentation** **Page 70-72**
11. **Discuss and Possibly Act Upon an Ordinance on Its First Reading for the Placement of Stop Signs at Multiple Street Intersections within the Ralston Creek Subdivision** **Page 73-75**
12. **Discuss and Possibly Act Upon a Request for a Noise Variance from the Brenham Maifest Association for the Maifestival Events to be Held on May 2, 2014 from 6:00 p.m. – Midnight, May 3, 2014 from 6:00 p.m. – Midnight, and May 4, 2014 from Noon - 6:00 p.m. at Fireman’s Park and Authorize the Mayor to Execute Any Necessary Documentation** **Page 76-78**
13. **Discuss and Possibly Act Upon a Request for a Noise Variance from CASA for Kids for a Child Abuse Awareness Walk and Balloon Release to be Held on April 26, 2014 from 9:00 a.m. – Noon in the Gazebo Located at the Washington County Courthouse and Authorize the Mayor to Execute Any Necessary Documentation** **Page 79-81**

WORK SESSION

14. **Discussion and Presentation Regarding Proposed Lane Striping Modifications on South Market Street** **Page 82**
15. **Discussion and Presentation Regarding the City of Brenham’s Possible Participation in TxDOT’s Turnback Program or Similar Program Concerning Conveyance of TxDOT Right-of-Way to the City of Brenham** **Page 83-84**

16. Discussion and Presentation Regarding Sanitary Sewer Improvements in the Brenham Business Center Page 85

17. Presentation and Discussion Regarding the Possible Sale of Various Parcels of Land Located Along Old Mill Creek Road Page 86

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.

18. 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 April 24, 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 April 21, 2014 at **12:01 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

PROCLAMATION

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, May 2014 is recognized as National Preservation Month; and

WHEREAS, the stories of our community, our people, our land, and our legendary past are all around us, and are built into the very bricks of our city; and

WHEREAS, children exposed to community history in a creative and memorable way will come to read more, do better in school, and will grow up to support historic preservation programs as adults; and

WHEREAS, today's students will someday be in a position to preserve the history of Brenham and will become the donors, the benefactors, the volunteers, the teachers and the supporters of museums, historic conservation, public art and more; and

WHEREAS, Main Street Brenham, Brenham Heritage Museum, Heritage Society of Washington County, Brenham Fire Department and Washington-on-the-Brazos State Park Association are partnering with the Brenham Independent School District and local private schools to present our fascinating and unique local history to school children;

Now, **THEREFORE** I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do Hereby Proclaim Thursday, May 1, and Thursday, May 8, 2014 as

LOCAL HISTORY DAYS

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

Milton Y. Tate Jr., Mayor
City of Brenham

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on March 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.
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Mary E. Barnes-Tilley
Councilmember Weldon Williams, Jr.

Members absent:

Mayor Pro Tem Gloria Nix

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, Stacy Hardy, Kaci Konieczny, Susan Nienstedt, Crystal Locke, Cyndi Longhofer, Fire Chief Ricky Boeker, Deputy Fire Chief Alan Finke, Heath Moehlmann, Police Chief Rex Phelps, Chris Jackson, Billy Rich, Kevin Mertz, David Beserra, Development Services Director Julie Fulgham, Public Works Director Dane Rau, Casey Redman, Public Utilities Director Lowell Ogle, Dane Bybee, Joshua Daniels, Gary Jeter, Kevin Boggus, and Grant Lischka

Citizens present:

Perry Thomas, Bill Decker, Clint Kolby, and Michelle Kwiatkowski

Media Present:

Arthur Hahn, Brenham Banner Press; Frank Wagner, KWHI

- 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

Kenneth Goessler, Crystal Locke, Casey Redman and Dane Rau were present to receive the award. Mayor Tate stated during the recent Texas Recreation and Parks Society Annual meeting, the City of Brenham was awarded the Lone Star Legacy Park designation for Fireman’s Park. A Lone Star Legacy park holds special prominence in the local community and the state of Texas. Lone Star Legacy parks have endured the test of time and have become iconic to those who have visited, played and rested on their grounds. A designation as a Lone Star Legacy is one of the highest honors that can be bestowed upon a park, and the City of Brenham is honored to have this designation for Fireman’s Park. Please join me in congratulating the City of Brenham’s Parks and Recreation staff for their dedication to providing exceptional park services to our community. A special thank you goes out to Crystal Locke, Casey Redman and Jody Kapchinski for all their hard work in the care and support of the City of Brenham’s Parks and Recreation services. Also, a special thank you to Angela Hahn for preparing the packet, which contained a three page essay of the park’s history, including the Carousel and the gathering of the letters of support for Fireman’s Park.’

4. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Minutes from the February 6, 2014 City Council Meeting

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

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

An updated Ordinance was laid around the Dias.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve the Statutory Consent Agenda Items 5-a, 5-b, and 5-c as read.

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 | Absent |
| Councilmember Andrew Ebel | Yes |
| Councilmember Danny Goss | Yes |
| Councilmember Keith Herring | Yes |
| Councilmember Mary E. Barnes-Tilley | Yes |
| Councilmember Weldon Williams | Yes |

REGULAR AGENDA

6. Discuss and Possibly Act Upon Acceptance of the Audit from Seidel, Schroeder, & Company for Fiscal Year 2013

Auditor Partner from Seidel, Schroeder and Company Michelle Kwiatkowski presented this item. Kwiatkowski stated 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. Kwiatkowski advised the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Brenham, Texas, as of September 30, 2013, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Councilmember Goss questioned if the cost of expansion was covered by the expansion. Chief Financial Officer Carolyn Miller stated we used prior year's fund balance because that item was not budgeted. Miller advised revenues were down for the Recycling Center and Transfer, so reserves were used for the Woodson property expansion.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to accept the audit from Seidel, Schroeder, & Company for Fiscal Year 2013.

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 | Absent |
| Councilmember Andrew Ebel | Yes |
| Councilmember Danny Goss | Yes |
| Councilmember Keith Herring | Yes |
| Councilmember Mary E. Barnes-Tilley | Yes |
| Councilmember Weldon Williams | Yes |

7. Discuss and Possibly Act Upon the Acceptance of the 2013 Audit of Washington County Appraisal District by Seidel, Schroeder & Company

Mayor Tate stated this item would be passed until the next Council meeting.

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

Deputy Fire Chief Alan Finke presented this item. Finke stated Blue Bell Creameries submitted a request for a special permit to operate an above ground diesel fuel tank with a capacity of 20,000 gallons. Finke advised the tank is needed to supply a newly constructed fueling station for Blue Bell's truck tractors. Finke stated the proposed tank location is the Blue Bell main plant property, which is zoned Industrial. Finke explained 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. Finke stated the tank is registered with Texas Commission on Environmental Quality. Finke advised the spill containment and impact protection provisions will meet applicable codes and standards. Finke advised the permit will be for one year and renewable annually, after inspection by Fire Marshal's Office personnel.

Mayor Tate questioned if the storage tank would be located at the old Coca Cola. Finke explained that storage tank will hold milk and will stand up, but will not be used for gas. Finke explained that storage tank was recently moved to that location.

Mayor Tate recused himself from the discussion and Councilmember Williams was nominated as Mayor Pro Tem for this item.

A motion was made by Councilmember Ebel and seconded by Councilmember Herring to nominate Councilmember Williams as Mayor Pro Tem for Item 8.

Terry Roberts called for a vote. The motion passed with Council voting as follows:

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

Councilmember Goss questioned if the fuel storage tank would be sitting in a reservoir. Finke explained the storage tank does not need to sit in a reservoir since it is a double wall tank and self-containing.

Councilmember Williams stated that he likes the fact that the storage tank is above ground for inspection purposes. Finke stated the underground tank is fire safe, but above ground tanks can be inspected daily.

Councilmember Ebel questioned how the tank was going to be used. Finke stated there will be fueling islands on the property.

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve the request from Blue Bell Creameries to install a 20,000 gallon above ground diesel fuel storage tank.

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 | Absent |
| Councilmember Andrew Ebel | Yes |
| Councilmember Danny Goss | Yes |
| Councilmember Keith Herring | Yes |
| Councilmember Mary E. Barnes-Tilley | Yes |
| Councilmember Weldon Williams | Yes |

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

City Engineer Grant Lischka presented this item. Lischka stated in the 1970's, City Council passed two resolutions that outlined the maintenance responsibilities of the City with regard to infrastructure within the Brenham Housing Authority (BHA) properties of Cityview and Crestview, Fairview and Sunnyside. Lischka explained at the time, Northview and Northside Terrace had not been constructed, so there was no resolution relating to those properties. Lischka advised in 2013, BHA passed resolutions updating the maintenance responsibilities for all properties. Lischka stated 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. Lischka advised 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.

Councilmember Goss questioned the current conditions of the streets and their grade. Lischka stated the streets are currently fair to poor. Lischka advised the concrete streets in Northview and Northside Terrace are in better shape than the asphalt streets and the City has been maintaining them. Mayor Tate questioned if the City would be responsible for the concrete streets. Lischka stated yes, the City would be taking over the concrete streets because they are on the City's capital asset list. Councilmember Goss questioned if those streets were in our maintenance program. Lischka stated they are.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Williams to 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.

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 | Absent |
| Councilmember Andrew Ebel | Yes |
| Councilmember Danny Goss | Yes |
| Councilmember Keith Herring | Yes |
| Councilmember Mary E. Barnes-Tilley | Yes |
| Councilmember Weldon Williams | Yes |

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

City Engineer Grant Lischka presented this item. Lischka stated 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. Lischka advised the execution of this lease agreement with Randall Reed will cancel the previous agreement with JB105 Management Company. Lischka stated this lease agreement is our standard ground space lease for .08 cents per square foot.

A motion was made by Councilmember Goss and seconded by Councilmember Williams to 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 and terminate the existing lease with JB105 Management Company.

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 | Absent |
| 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 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

Development Services Director Julie Fulgham presented this item. Fulgham stated staff would like 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. Fulgham stated notices will be mailed to all property owners listed on the attachments.

Fulgham stated the Wehmeyer tract was left out of the packet, but will be included as part of the annexation. Councilmember Goss questioned about the property next to the Wehmeyer tract and towards FM 332. Fulgham advised they were not offered a Development Agreement, but they can send them one.

Mayor Tate questioned if the City could serve them with utilities. Assistant City Manager Kyle Dannhaus stated the sewer would take a lift station, but otherwise yes the City can provide utilities to those properties.

Councilmember Goss would like to include the property next to the Wehmeyer tract and use as a boundary, so the annexation would run up to FM 332 and Farmer's Road.

Fulgham stated the Development Agreement will mail out tomorrow. Councilmember Goss questioned if the agriculture exempt properties would remain or do they have to do something to retain the exemption. Fulgham stated WCAD does a yearly review to determine which properties are agriculture exempt eligible and with Development Agreement is 5 years. Fulgham explained if the property owner wants to develop their land or wants City utilities then the City can annex their property.

Citizen Perry Thomas stated the Development Agreements were not offered in 2003 or 2006. Thomas advised they are offered for 5 years, but he recommends 15 years, 30 years or 45 years. Thomas explained he is not familiar with what the agreement does other than the City of Brenham cannot tell the property owner what they can do or grow on their property. Thomas stated the savings aren't worth the property owner's time, but the City should explain to the property owner and let them make their own decision regarding the agreement. Thomas stated if you want to develop, you must meet with the City of Brenham, record and file at the Courthouse, and certify the document. Thomas stated there should be a simpler way to do this rather than the current, long, drawn out process.

City Attorney Cary Bovey stated the State Law changed where the City of Brenham is required to offer Development Agreements and the property owner can accept it or not. Bovey advised the document must be notarized and recorded at the Courthouse, which is required for land that is appraised as agriculture exempt, timberland, and wildlife. Bovey explained the City of Brenham is willing to sit down and talk to property owners. Bovey advised the City is required to offer the agreement for a period up to 45 years, but the City Council chose 5 years. Bovey stated at the end of 5 year agreement, if the land is not developed then the City can give an additional 5 years to the property owner.

A motion was made by Councilmember Goss and seconded by Councilmember Ebel to 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 to include property omitted from the packet to Highway 332 between FM 389 and Industrial Boulevard 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 | Absent |
| Councilmember Andrew Ebel | Yes |
| Councilmember Danny Goss | Yes |
| Councilmember Keith Herring | Yes |
| Councilmember Mary E. Barnes-Tilley | Yes |
| Councilmember Weldon Williams | Yes |

WORK SESSION

12. Presentation of the 2013 Annual Report by the Fire Department

Fire Chief Ricky Boeker presented this report. He reviewed the department's performance, statistics, and services. Boeker discussed various grant funding and donations the Fire Department received throughout the year in addition to their budget. The department responded to 560 fires in 2013, 416 incident in the City limits and 144 incidents outside of the City. The department's county response increased from 109 to 144. Boeker explained the various fire safety presentations they provide for the community. Boeker advised about the new position of Deputy Fire Marshal. ISO was performed in March 2012 and ISO maintained Brenham's PPC at "3" and they maintained the same level in 2013.

Councilmember Goss questioned if calls are recorded by area. Boeker stated yes, they are. Councilmember Goss questioned where the divisions are located. Boeker stated there is a map that is included in the annual report, but Division 5 is located outside of the City limits.

Councilmember Herring questioned about false alarms. Boeker stated they were able to bill for 2 and 1 was 47 times. City Manager Terry Roberts questioned the limit for false alarms in a year before they send a bill. Deputy Fire Chief Alan Finke stated 12 within a calendar year.

Councilmember Williams questioned when they receive the new fire trucks will it affect their ISO rating. Boeker stated it will not because they are just replacing old trucks. Boeker explained they would need to disperse more to increase their ISO rating.

Mayor Tate questioned if the Blue Bell Tank is located within the City limits. Finke stated yes, it is located inside the City limits on industrial property.

13. Presentation of the 2013 Annual Report by the Police Department

Chief Rex Phelps presented this report. Phelps reviewed the department's performance, statistics, and services. Phelps explained the department elements as: administration, patrol, investigations, and support services. Phelps explained the department completed its first year recognized as a Texas Best Practices agency. Phelps was proud to report that the Part 2 versus Part 1 crime rate has decreased by 16% and they have a 40+% case clearance rate over the national average. Phelps stated that in 2013, patrol officers conducted over 7,000 traffic stops, responded to approximately 3,760 emergency 911 calls, and responded to 26,451 total calls to include self-initiated activity and non-emergency calls. Phelps discussed the Citizens on Patrol (COPS) program, which is made up of over 50 members. The COPS logged 11,400 man hours, which equates to 950 hours per month patrolling the city and assisting the patrol officers with equipment and resource support. In 2013, the animal shelter and animal control sections processed 1,645 animals. Code Enforcement addressed 773 code violations of the City of Brenham's Health and Sanitation ordinance in 2013. Phelps expressed his appreciation to all of his officers, the Mayor and City Council, and the public for all of their assistance during the year.

Councilmember Herring questioned why there are so many COPS at BES. Councilmember Herring questioned if the COPS were included in briefings. Phelps stated the COPS are the eyes and ears when the Police Officers are on calls. Councilmember Herring questioned if on strategies and warrants in the County, does the Police Department turn those cases over to the County. Phelps stated no, the Fusion Unit handles those cases, but works with the Sheriff's Office.

Councilmember Goss stated the Police Department hired two additional officers and how many does that make per squad. Phelps stated the additional officers, which gives each squad four officers and a sergeant, so five total officers per shift. Phelps explained there are four shifts with 12 hour periods for each shift. Phelps advised that they will be looking at geographical policing this summer since they now have been adequately staffed. Councilmember Goss questioned if the traffic patrol officer positions were being filled by Fusion Unit Officers. Phelps stated no, this was not the case.

City Manager Terry Roberts stated Chief Phelps was selected by his peers as the 2013 Officer of the Year and read many of the comments that his peer stated he possessed such as fair, honest, and does what he says he will do.

14. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Building Standards Commission meeting had 13 candidates needing rehab or demolition. The Ordinance did not comply with State Law, so Staff had to rewrite, adopt and implement. The first round of letters had some voluntary demolition. Alan Finke and David Doelitsch did the inspections in house.
- The Audit Committee meeting was this morning and budget workshops are set for the third week in July. Budget Workshops are tentatively set for Monday, July 21st and Thursday, July 24th for full days.
- The Animal Shelter Task Force Update and Library Update will be given at the March 20th Council meeting.
- The new supervisor has been hired in Purchasing Department and Sarah Parker will be joining the City in a few weeks.
- The gas company alerted to a supply problem with the ice, but Lowell was up at 4:30am to babysit the gas pressure and there were no problems.
- Communications are meeting monthly. In March, they met jointly with the Public Safety Chiefs and are working through issues of the transfer. The County is currently interviewing for their IT position. In accordance with the Truth and Taxation Laws, they are consulting with attorneys for the transfer, which will either take place in October 2014 or October 2015 in order to go up or down with the tax rate at one time. They will be bringing recommendations to the governing bodies in May for a decision. Councilmember Goss questioned if they have gone over the benefits with the Communication Staff with County HR Manager. Roberts stated the City and County will make sure the employees are not without insurance during the 30 day period between insurances.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on March 20, 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 Keith Herring
Councilmember Mary E. Barnes-Tilley
Councilmember Weldon Williams, Jr.

Members absent:

Councilmember Danny Goss

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, Andria Heiges, Cyndi Longhofer, Fire Chief Ricky Boeker, Police Chief Rex Phelps, Todd Jacobs, Billy Rich, Amanda Carker, Development Services Director Julie Fulgham, Public Works Director Dane Rau, and Grant Lischka

Citizens present:

Zeb Heckmann, Page Michel, Clint Kolby, Willy Dilworth, Douglas Price, Les Edmunds, Amy Sibley, Mary Whigham

Media Present:

Arthur Hahn, Brenham Banner Press; Frank Wagner, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Ebel**
- 3. Citizens Comments**

There were no citizen comments.

WORK SESSION

4. Presentation and Update Regarding the Charter Review

City Secretary Jeana Bellinger presented this item. Bellinger stated last week she met with City Attorney Cary Bovey for two (2) full days and reviewed each section of the City's Charter. Bellinger advised in reviewing the Charter, they considered the following:

- 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.

Bellinger stated in the first review of the Charter, Staff estimates there will be approximately 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. Bellinger explained these are just estimates, as Cary and herself will continue to work through each section independently; there may be new things they find that would cause the section to be moved from administrative to legislative.

Bellinger stated that if a section did not require revisions (based on the considerations listed above), they are not recommending it for change. Bellinger explained if Councilmembers have a particular section in the Charter that they would like to see reviewed, analyzed, and compared to other cities, please be sure and let her know.

Bellinger explained there is still one more review to complete, Cary and herself 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 the current charter that should be. Bellinger advised any recommendations they have for new sections will be presented to Council in a future workshop.

Bellinger explained they want to be sure the information they plan to provide to Council during this process is easy to understand and beneficial; therefore, they provided a brief handout to illustrate the comprehensive review of Article I for Council to provide them feedback.

There were no comments.

5. Presentation and Update Regarding the Brenham Pet Adoption and Care Center

Police Chief Rex Phelps presented this item. Phelps stated the Brenham Pet Adoption and Care Center initiative has progressed into a private (donations) + public (city funding) partnership. Phelps explained 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. Phelps advised 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.

Councilmember Ebel stated that the project looks like it's on target.

6. Presentation and Update Regarding the Library Facility

Administrative Services Manager Wende Ragonis presented this item. Ragonis stated the community library has been a catalyst for literacy and information sharing in for many years. Ragonis advised to continue this service to the community; Staff recommends the modernization of the current facility. Ragonis explained during the 2006 -2015 Strategic Plan, "*A Long Range Commitment to Library Services in Brenham and Washington County*" the Library Staff, Library Board and community representatives established strategic goals for library services. Ragonis stated many of these goals have been met or have evolved due to changing technologies or organization structure, but Goal VII, "*to expand or create a facility that is comfortable, secure, efficient, inviting and accessible for all users*" is yet to be realized.

Ragonis explained to implement the proposed *Facility Modernization Plan*, 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. Ragonis stated 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. Ragonis stated a conceptual plan to temporarily relocate library services to existing City facilities was discussed with stakeholders at the aforementioned public meetings as well.

Ragonis advised once these steps are complete, Staff working with the Library Advisory Board will begin the implementation of the *Facility Modernization Plan* which will include Komatsu Architecture for the design of a modernized facility. Ragonis explained Council approved an agreement with Komatsu architecture at the July 5, 2012 Council meeting, and Staff will work from this agreement.

Les Edmunds and Amy Sibley with Komatsu discussed the challenges of modernizing the current Library facility; however, they feel that it's a good site and better than others they have looked at. Edmunds and Sibley discussed that the current building is not in compliance with Code and needs significant renovations. Edmunds and Sibley showed pictures of similar projects and renovations they have completed in the past to give Council a good idea of what they are able to expect from this company.

Ragonis stated the Library is currently working with Douglas Price with the Brenham Heritage Museum for relocation.

Councilmember Herring stated they had a good meeting last night with the Library Advisory Board and he believes it is too good of an opportunity to pass up. Councilmember Herring stated making use of City Staff for wiring, parking lot and other functions will help out on this project. Mayor Tate stated the City of Brenham wants it done and will help to get it accomplished.

Douglas Price stated they have an accord to a great partnership between the Brenham Heritage Museum and the Library. Price stated there is grant money available and synergistic reasons to partner together. Price explained they will make plans together and the Museum is willing to help with the temporary relocation.

Mary Whigham with the Fortnightly Group stated she has worked on the 15 year plan for the Library and her biggest issue is that the Library project is not as far along as the dog pound project. Whigham questioned if the Certificates of Obligation could be delayed in order for the Library project to get up to speed as well as the Fortnightly Group to further discuss and ponder the partnership with the City of Brenham that they have just become aware of. Whigham stated the Fortnightly Group likes the idea of a partnership, but they need more information because they do not have any hard facts of the stipulations and agreements of the partnership. Mayor Tate stated the City of Brenham has to settle on the Certificates of Obligation on May 15th. City Manager Terry Roberts stated the project timetable is flexible, but within the tax rate. Roberts explained the money has to be expended within three years, so the timetable can change a few months, but for funding, they must go by the current timetable provided by the financial advisor. Roberts advised they will work closely with the Library Advisory Board and the Fortnightly Group for conceptual design phase, but won't turn Komatsu loose until the City sells the bond and they are sure we will move forward. Ragonis explained Staff will work with the Library Advisory Board or whatever it takes to get the new Library facility accomplished. Roberts stated 5 out of 9 Fortnightly members are on the Library Advisory Board, but it is available to any member or citizen. Whigham questioned if they can have a formal written agreement, so they know who is doing what and what is expected from each party. Roberts stated that is a possibility.

Councilmember Barnes-Tilley expressed her excitement about the Library facility project because it is helping the community and providing more access to those who don't have access now for citizens.

REGULAR AGENDA

7. Discuss and Possibly Act Upon the Acceptance of the 2013 Audit of Washington County Appraisal District by Seidel, Schroeder & Company

Chief Financial Officer Carolyn Miller presented this item. Chief Appraiser with Washington County Appraisal District Willy Dilworth stated the audit for the fiscal year 2012-2013 has been completed by Seidel, Schroeder, & Company. Dilworth explained there were no discrepancies found during this time period. Dilworth advised the audit revealed that the appraisal district stayed \$68,000 under budget.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve the acceptance of the 2013 audit of Washington County Appraisal District by Seidel, Schroeder & Company.

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 | Absent |
| Councilmember Keith Herring | Yes |
| Councilmember Mary E. Barnes-Tilley | Yes |
| Councilmember Weldon Williams | Yes |

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

Chief Financial Officer Carolyn Miller presented this item. Chief Appraiser with Washington County Appraisal District (WCAD) Willy Dilworth stated 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. Dilworth explained WCAD is requesting to retain \$28,000 of the savings and return \$40,000 to the appropriate taxing entities. Dilworth explained 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. Dilworth stated if the \$28,000 is not retained by the WCAD, the amount to be returned to the City would be \$8,004. Dilworth stated would like to use \$18,000 towards the replacement of desktop computers for his office Staff. Dilworth explained the remaining \$10,000 would be placed in the fund to pay for a 2017 Flight of Pictometry, which would bring the total to \$60,000 for that purpose.

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

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 | Absent |
| Councilmember Keith Herring | Yes |
| Councilmember Mary E. Barnes-Tilley | Yes |
| Councilmember Weldon Williams | Yes |

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

Chief Financial Officer Carolyn Miller presented this item. Chief Appraiser with Washington County Appraisal District (WCAD) Willy Dilworth stated 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. Dilworth explained due to savings in the cost of the pictometry flight, the WCAD requested to reallocate the savings (\$15,201) to the following items: additional fleet replacement, security camera system, network switch, new computers and plotter repairs.

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve a request from the Washington County Appraisal District to reallocate \$15,201 of FY2011-12 excess funds.

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 | Absent |
| Councilmember Keith Herring | Yes |
| Councilmember Mary E. Barnes-Tilley | Yes |
| Councilmember Weldon Williams | Yes |

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

Public Works Director Dane Rau presented this item. Rau stated the unit is a direct replacement for the 2001 Carrier HVAC Unit that is above administration at City Hall. Rau explained Staff has had numerous issues with this unit that pertains to the condenser, condenser coils, compressor, circuit board and the variable speed drive. Rau stated this unit is approaching 14 years old. Rau advised with this purchase Staff will also be receiving the Carrier Control package, installation and the migration of our 2011 Carrier unit to the control system. Rau explained this purchase was budgeted for in the 2013-14 budget process at \$51,000. Rau advised the Buy Board price for the above services is \$53,298.05.

Rau explained that it is very important for Staff to get this unit ordered and replaced before the summer heat arrives. Rau stated 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. Rau explained Staff also has in their 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. Rau explained if this is the case, Staff will have all carrier units with total control of all units. Rau explained Staff realizes 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.

Councilmember Ebel questioned if we would be able to get the A/C unit in right away. Rau explained it would be 7-8 weeks before it would be delivered. Rau stated they are anticipating the unit around May 2014. Councilmember Barnes-Tilley questioned if the cost includes installation cost. Rau explained that all costs are included in that price. Mayor Tate questioned if the company or will we haul it off. Rau explained City Staff will take the old unit back to the shop and use some of the parts for other projects.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve the purchase of a 20 Ton rooftop HVAC Unit and Control System for City Hall from the BuyBoard Local Government Purchasing Cooperative in the amount of \$53,298.05 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 | Absent |
| Councilmember Keith Herring | Yes |
| Councilmember Mary E. Barnes-Tilley | Yes |
| Councilmember Weldon Williams | Yes |

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

Assistant City Manager Kyle Dannhaus presented this item. Dannhaus stated Staff interviewed in order to recommend a real estate firm to market the Brenham/Chappell Hill property. Dannhaus advised that property was once considered as a future regional landfill site but several years ago Council decided to deactivate the permit. Dannhaus explained Staff is seeking approval to retain Hodde Real Estate Company for the marketing, listing and possible sale of approximately 205 acres of land. Dannhaus advised Staff has discussed the possibility of selling it as an entire tract but would entertain selling it in several smaller tracts. Dannhaus stated fortunately, the tract has road frontage on two sides making it convenient to sell without making internal improvements to the property. Dannhaus explained a recent change in state law allows cities to sell real property through a real estate broker. Dannhaus advised Staff has not established a firm price per acre for the property at this time.

Councilmember Williams stated to go with whatever ideas Randy Hodde has for the property and get rid of the property. Councilmember Herring questioned if it really needs to come back to Council for review. Councilmember Herring stated to go with the biggest bidder and sell the property. Hodde Real Estate Company Representative Randy Hodde stated they have not done research yet to know a good asking price per acre for the property. Mayor Tate stated if there are mineral rights on the property, the City may want to keep those. Mayor Tate explained they will work with the City Manager, Assistant City Manager and Randy Hodde to finalize the contract and bring it back to Council. Roberts stated the property does have road frontage on the front and back of the property, which allows them to sell the tract of land altogether or break it into four tracts of approximately 50 acres each. Mayor Pro Tem Nix stated she has a similar property on the tax roll currently and it appraises for roughly \$1.5 million dollars.

City Attorney Cary Bovey stated the new law passed in 2013 allows a City to enter into a contract with a broker. Bovey explained if they list the property on MLS, they must wait 30 days to enter into a sale contract.

A motion was made by Councilmember Williams and seconded by Councilmember Ebel to 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 and authorize the Mayor to execute any necessary documentation and the Mayor and City Manager will meet with Randy Hodde for details.

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 | Absent |
| Councilmember Keith Herring | Yes |
| Councilmember Mary E. Barnes-Tilley | Yes |
| Councilmember Weldon Williams | Yes |

12. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- The formal ground breaking PPE is scheduled for April 2nd at 10:30am.
- Spring Clean Up is currently going on. Dane Rau handed out a flyer. This year they are accepting tires with 8 tire maximum per person of 20 inch tires or less per resident at no cost during this event. Councilmember Ebel questioned if the City was getting any help from the County. Rau stated they are not getting any inmate help even with highway cleanup as they have in the past. Rau stated they are going to talk to Adult Probation for helpers. Rau explained they did get a Grade-All and worker for 1-2 days. Mayor Pro Tem Nix questioned the price on mulch. Rau stated \$22.50 a ton or \$2.50 a bag.
- Building Standards Commission was Tuesday and they had 13 structures they reviewed. Fulgham stated 1 owner complied before the meeting and they ordered repair on 11 structures within 90 days and the demolition of one property because it fell before so the owner must clean up within 45 days. Fulgham stated they are currently looking at new houses and structures. Fulgham explained on July 15th, the Board will look out any outstanding structures from the last meeting and review their progress. Councilmember Williams questioned if they send out letters. Fulgham stated yes, the notice goes out first.
- A Council update was laid around the Dias with future meeting dates.
- Pre-Budget Council Workshop is scheduled for May 15th at 9:00am. Regular Council meeting at 1:00pm on the same day, so Staff will bring in lunch for Councilmembers.
- Certificates of Obligation will be issued on May 15th.
- Annexation Agreements will go in the mail on Monday.
- City Council meetings in April will be on April 3rd at 8:00am and April 24th at 1:00pm.
- The County has hired an IT person and they will start soon.
- Councilmember Goss's mother fell and broke her hip last night; therefore, Councilmember Goss is out because his mother is having surgery today.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeanne Bellinger, TRMC
City Secretary



AGENDA ITEM 6

| | | |
|--|---|--|
| DATE OF MEETING: April 24, 2014 | DATE SUBMITTED: April 17, 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 |
| <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 One-Year Contract Extension with Gene Services, LLC for Mowing and Cleanup Services for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation | | |
| SUMMARY STATEMENT: On February 21, 2013 City Council awarded the annual Mowing and Cleanup Services contract to Gene's Services. This contract pertains to numerous sites that are city parkland, right-of-way/medians and city properties. It also contains the code enforcement lots that David Doelitsch oversees. All prices have remained the same. The only portion of the contract that has changed is the deletion of the Hasskarl Tennis Courts and the Hike and Bike Trail leading from the tennis courts to FM 577. These two areas are being mowed by BISD and are no longer being billed to the City of Brenham by Gene's Services. Overall this will be a savings to the City of Brenham and a reduction in the 2014 purchase order that will be issued. See attached letter that Gene Northway signed indicating these changes and his intent to hold prices. Gene's Servicers has performed these services very well and is in constant contact with Casey Redman and David Doelitsch. They respond well to requests and are quick to take action. Staff would like to recommend that Council extend the contract with Gene's Services for an additional year. The original contract was granted for one year with the option to extend up to 2 additional (1) year terms if both parties agree. This extension came up in February and a letter was sent to Gene's Services wishing to extend the contract with the current prices but wasn't brought to council at that time. In order to officially extend the contract council's approval is needed. | | |
| STAFF ANALYSIS (For Ordinances or Regular Agenda Items): | | |
| A. PROS: Same prices as 2013, same company, no bid needed and company performs excellent work. | | |
| B. CONS: None | | |
| ALTERNATIVES (In Suggested Order of Staff Preference): | | |
| ATTACHMENTS: : (1) Letter Indicating Extension for One Year | | |
| FUNDING SOURCE (Where Applicable): 101-5-144-450.00 | | |

RECOMMENDED ACTION: Approve a one year contract extension with Gene Services, LLC for mowing and cleanup services for various City departments and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts



January 22, 2014

Gene's Services, LLC
801 FM 109
Brenham, Texas 77833

Mayor
Milton Y. Tate, Jr.

Council Members
Gloria Nix, Mayor Pro Tem
Mary E. Barnes-Tilley
Andrew Ebel
Danny Goss
Keith Herring
Weldon C. Williams, Jr.

RE: BID #13-004 2013 Mowing & Cleanup Services

Dear Mr. Northway:

On 2/21/13 your business was awarded the above referenced bid for one (1) year. Upon completion of the original contract and mutual agreement of both parties, the City of Brenham wishes, in accordance with the terms of the original bid, to extend this contract for an additional year through 2/21/15.

Please be advised that the service provided to the Hasskarl Tennis Courts and the Hike & Bike Trail have been removed from the contract. Gene's Services has also agreed to a small amount of additional mowing at the Boys & Girls Club at no charge to the City.

If this is acceptable to you and the present prices will still prevail, indicate your acceptance and acknowledgment by signing below. Please return the original document to this office via U. S. Mail to Purchasing Services, P. O. Box 1059, Brenham, TX 77834-1059, fax to 979/337-7551 or email dkonieczny@cityofbrenham.org.

If you have any questions, please contact Darlene Konieczny at 979/337-7557.

Sincerely,

Darlene Konieczny
Purchasing Specialist

Accepted by:

Gene Patrick Northway
Signature

1-29-14
Date

Gene Patrick Northway
Printed Name

979-661-1679
Phone

Owner
Title

genepatrick@geneservices.com
Email Address



AGENDA ITEM 7

| | | |
|---|---|--|
| DATE OF MEETING: April 24, 2014 | DATE SUBMITTED: April 17, 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 |
| <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 an Amendment of the 2009 Municipal Maintenance Agreement Between the City of Brenham and TxDOT for Vegetation Control In Certain Areas Within the City Limits and Authorize the Mayor to Execute Any Necessary Documentation | | |
| SUMMARY STATEMENT: In November of 2013 vegetation control along state roads was discussed in a work session among City Council and staff. At that meeting it was decided that the City of Brenham would look into additional mowing along state roads, especially between FM 577 and the cloverleaf. Currently TxDOT performs mowing along the right-of-ways during May and November with litter pickup following the mowing events. In the current 2009 Municipal Maintenance Agreement, the City of Brenham only has the right to mow and maintain vegetation along the non-controlled state access highways (Exhibit A), which is from the private property line to the outermost curb of the road. We have been doing this throughout the year and when it is warranted in order to maintain the unsightly vegetation. | | |
| In order for the City of Brenham staff to mow the controlled access portion of the highway (FM 577 to cloverleaf) an amendment to the 2009 MMA needed to happen. Terry Paholek, TxDOT Area Engineer has worked recently with staff to amend the 2009 MMA to allow the City of Brenham to mow the controlled access highways. This area is the main portion of highway 290 between FM 577 and the cloverleaf. With this amendment the City of Brenham now has approval to mow all areas of state roads within the city limits. TxDOT will still mow twice per year and perform litter pick up twice per year along this portion of the roadway as they have done for many years. When these events are performed by the City of Brenham we would be expected to do the same with coordinating the mowing with TxDOT and perform litter pickup. | | |
| Our plan is to finalize this amendment and then perform an intermediate mowing in August or sooner if warranted. We plan to conduct this one time per year and get a good feel for the amount of time required for both mowing and litter control along with the cost of fuel. | | |
| We ask that council approve this amendment so that we can now assist with additional mowing throughout our city limits. | | |

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Will allow the City to mow unsightly vegetation as seen warranted.

B. CONS: Will add to our duties in the Street Dept. and additional cost for supplies and wear on equipment. Estimated at around \$5,000 for materials for additional mowing.

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) 2009 Municipal Maintenance Agreement; and (2) Amendment to Municipal Maintenance Agreement

FUNDING SOURCE (Where Applicable): 101-5-141-202.00

RECOMMENDED ACTION: Approve an amendment of the 2009 Municipal Maintenance Agreement between the City of Brenham and TxDOT for vegetation control in certain areas within the City limits and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts



MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 7th day of May 20 09, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Brenham (population 13507, 2000, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Brenham

on the day of May, 20 09, and the Texas Department of Transportation, on the 4th day of June, 20 09.

ATTEST: Milton Y. Tate, Jr.
CITY OF Brenham

BY Milton Y. Tate, Jr., Mayor
(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY [Signature]
(District Engineer)
BRYAN District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

RESOLUTION NO. R-09-009

Form 1037
Resolution
September 1996

A RESOLUTION APPROVING THE AGREEMENT DATED May 7, 2009, BETWEEN THE
STATE OF TEXAS AND THE CITY OF Brenham, FOR
THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR
PORTIONS OF STATE HIGHWAYS IN THE CITY OF Brenham ;
AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Brenham :

SECTION 1. That the certain agreement dated _____, between the State of Texas and the
City of Brenham for the maintenance, control, supervision and regulation of
certain State Highways and/or portions of State Highways in the City of Brenham
be and the same is, hereby approved; and that Milton Y. Tate, Jr., Mayor is hereby
authorized to execute said agreement on behalf of the City of Brenham and to
transmit the same to the State of Texas for appropriate action.

PASSED: May 7, 2009
APPROVED: Milton Y. Tate, Jr.
Milton Y. Tate, Jr.
Mayor

ATTEST: Jana Bellinger
Secretary

City of Brenham
Clerk

APPROVED AS TO FORM: [Signature]
City Attorney

EXHIBIT "A"

City of Brenham

NON-CONTROLLED ACCESS HIGHWAYS

US 290 – From US 290 Cloverleaf/BU 290-F to city limit, BU 290-F to city limit.

SH 36 – From US 290 to city limit, US 290 Cloverleaf/BU 290-F to city limit.

SH 105 – From city limit to BU 290-F.

BU 290-F – From US 290 to US 290 Cloverleaf.

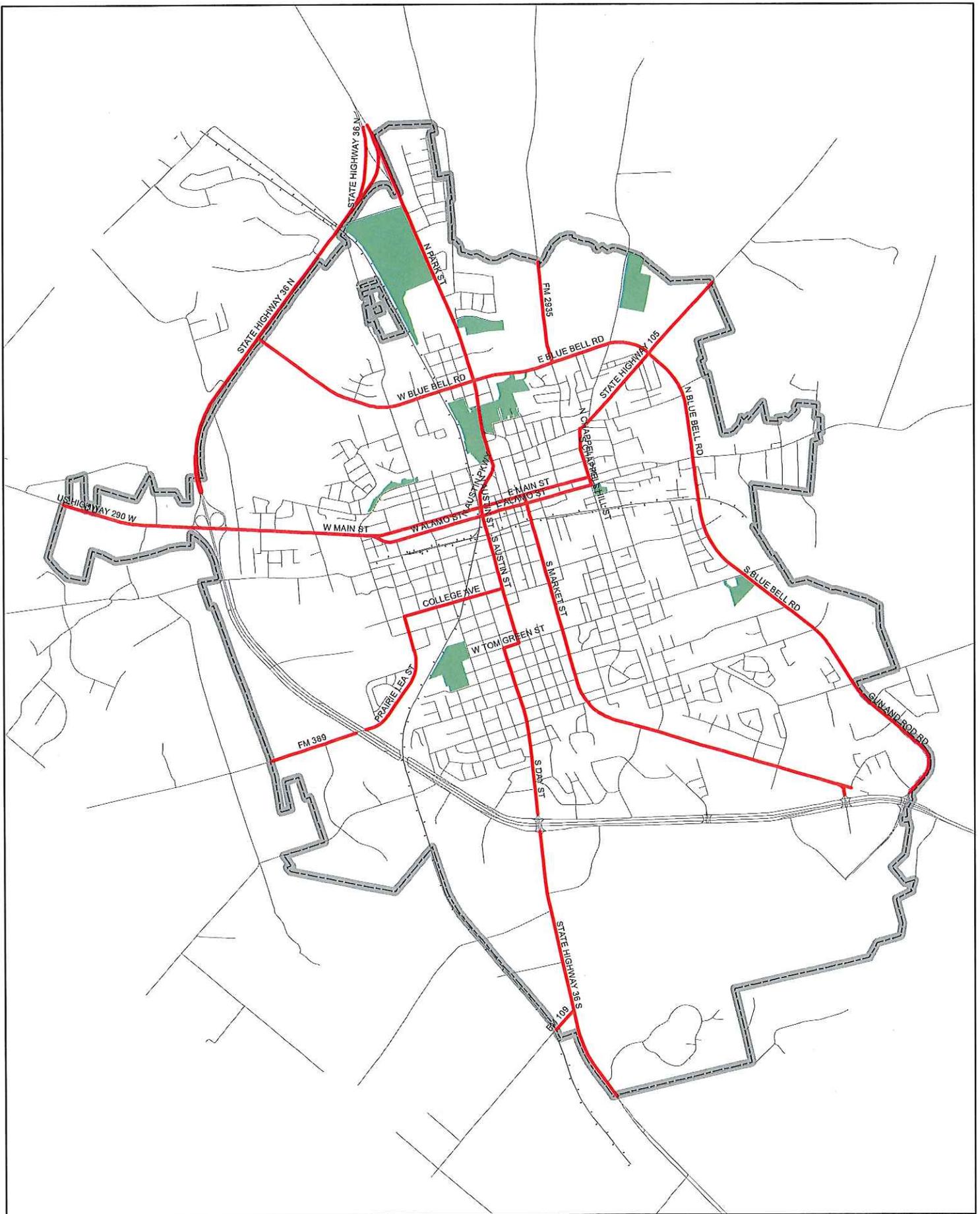
BS 36-J – From city limit to US 290.

FM 389 – From city limit to BS 36-J.

FM 577 – From SH 36 to US 290.

FM 2935 – From city limit to FM 577.

FM 109 – From SH 36 to city limit.



1 inch = 3,486 feet



Legend

— Exhibit "A"

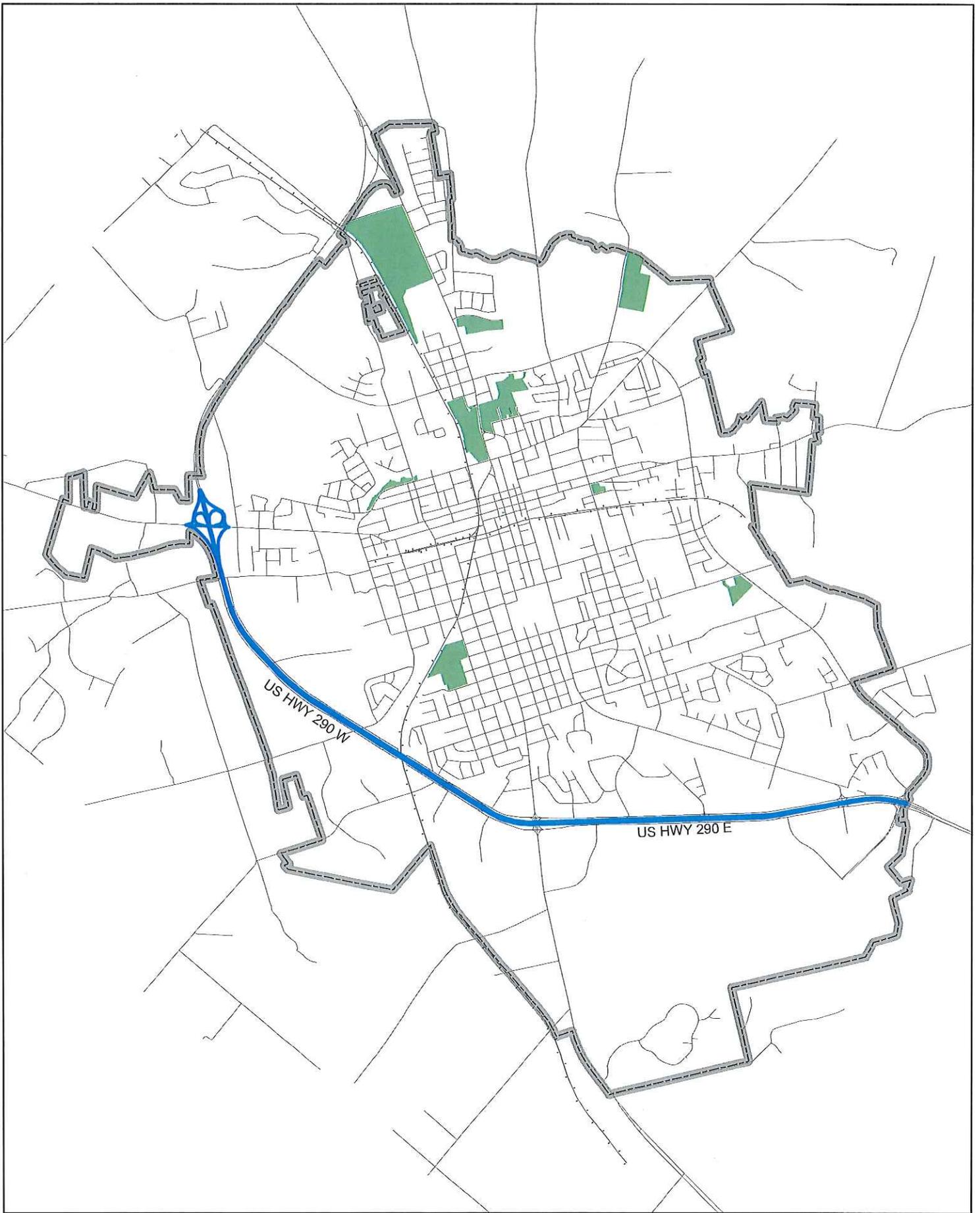


EXHIBIT "B"

City of Brenham

CONTROLLED ACCESS HIGHWAYS

US 290 – From US 290 Cloverleaf to BU 290-F.



1 inch = 3,486 feet



Legend

— Exhibit "B"



STATE OF TEXAS §

COUNTY OF WASHINGTON §

AMENDMENT TO MUNICIPAL MAINTENANCE AGREEMENT

WHEREAS, on the 7th day of May 2009, the Texas Department of Transportation, the “State” and the City of Brenham, the “City” entered into a Municipal Maintenance Agreement intended to cover and provide for State participation in the maintenance of state routes within the City; and

WHEREAS, the State provides mowing and/or litter control maintenance of certain State routes within the City, including US 290; and

WHEREAS, the State conducts this mowing and litter control maintenance through its mowing and litter control contractors; and

WHEREAS, the City desires to perform additional mowing and/or litter control maintenance on the aforementioned state routes; and

WHEREAS, the State agrees that the City may independently contract for additional mowing and/or litter control maintenance (except where the additional litter control measures would impact the existing State Use Programs); and

WHEREAS, the City and the State agree to amend the existing Municipal Maintenance Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows;

1. The State will continue to mow and perform litter control on the state routes in accordance with its current vegetation management policy. The State and City agree to amend the Municipal Maintenance Agreement specifically, Paragraph 2 under Controlled Access Highways as follows:

CONTROLLED ACCESS HIGHWAYS

State’s Duties

2. The City and State agree that the City may mow and clean up litter, by and through its own employees or by and through a contractor(s) selected by the City through its selection process and paid for by the City, within the outermost curbs of the frontage roads and assist in performing these operations between the right of way line and in the outermost curb or crown line of the frontage road in underdeveloped

areas. Routes of controlled access highways are as shown in Exhibit "B" of the Municipal Maintenance Agreement.

The City agrees that for mowing and litter clean up, if performed by employees of the City, the City shall show proof of self-insurance. If mowing and/or litter clean-up is performed by a contractor(s) selected by the City through its selection process, the City shall require the contractor(s) to have in place, insurance as evidenced by the State's Certificate of Insurance form. Prior to any mowing or litter clean up by the City, such evidence of self-insurance or certificate of insurance shall be provided to State. The City shall coordinate its mowing schedule with the State at the beginning of any growing season in which it desires to perform additional mowing and/or litter clean-up.

IN TESTIMONY WHEREOF, the parties hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed. In all other respects, the Municipal Maintenance Agreement shall remain in full force and effect without change.

THE CITY OF BRENHAM

THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
City Manager

Approved:

By: _____
Catherine W. Hejl, P.E.
Bryan District Engineer,
Texas Department of Transportation

Date: _____

Attested by: _____
City Secretary

Date: _____

Approved as to form:

City Attorney

EXHIBIT "A"

City of Brenham

NON-CONTROLLED ACCESS HIGHWAYS

US 290 – From US 290 Cloverleaf to West city limit, FM 577 to East city limit.

SH 36 – From US 290 to South city limit, US 290 Cloverleaf/BU 290-F to North city limit.

SH 105 – From city limit to BU 290-F

BU 290-F – From US 290 to US 290 Cloverleaf.

BS 36-J – From City limit to US 290.

FM 389 – From City limit to BS 36-J.

FM 577 – From SH 36 to US 290.

FM 2935 – From city limit to FM 577.

FM 109 – From SH 36 to city limit.

EXHIBIT "B"

City of Brenham

CONTROLLED ACCESS HIGHWAYS

US 290 – From US 290 Cloverleaf to FM 577.



AGENDA ITEM 8

| | | |
|--|---|--|
| DATE OF MEETING: April 24, 2014 | DATE SUBMITTED: April 16, 2014 | |
| DEPT. OF ORIGIN: Brenham EDF | SUBMITTED BY: Clint Kolby | |
| 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-14-010 Approving the Assignment of the Commercial Tax Phase-In Agreement from GSL Constructors, Ltd. to GSL Partners Sub 52, LLC and Authorize the Mayor to Execute Any Necessary Documentation | | |
| SUMMARY STATEMENT: GSL Welcome Group is the developer for the new manufacturer, PPE, locating in the Brenham Business Center. GSL will own the land and building and PPE will own the machinery and equipment and lease the building from GSL. GSL has requested that the Tax Phase-In Agreement that was approved for GSL Constructors, Ltd. at the January 23, 2014 City Council meeting be assigned to a different entity, GSL Partners Sub 52, LLC. | | |
| STAFF ANALYSIS (For Ordinances or Regular Agenda Items): | | |
| A. PROS: | | |
| B. CONS: | | |
| ALTERNATIVES (In Suggested Order of Staff Preference): | | |
| ATTACHMENTS: (1) Resolution No. R-14-010; (2) Letter from GSL Welcome Group; and (3) Assignment and Assumption of Agreements | | |
| FUNDING SOURCE (Where Applicable): | | |
| RECOMMENDED ACTION: Approve Resolution No. R-14-010 approving the assignment of the Commercial Tax Phase-In Agreement from GSL Constructors, Ltd. to GSL Partners Sub 52, LLC and authorize the Mayor to execute any necessary documentation. | | |
| APPROVALS: Terry K. Roberts | | |

RESOLUTION NO. R-14-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, APPROVING ASSIGNMENT OF THE COMMERCIAL TAX PHASE-IN AGREEMENT ADOPTED BY THE CITY COUNCIL BY RESOLUTION NO. R-14-003 FROM GSL CONSTRUCTORS, LTD. TO GSL PARTNERS SUB 52, LLC; AUTHORIZING THE MAYOR TO EXECUTE THE ASSIGNMENT INSTRUMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council of the City of Brenham, Texas, adopted Resolution No. R-14-003 on January 23, 2014, thereby adopting an Agreement for Development and Tax Phase-In In Reinvestment Zone No. 37 City of Brenham for Commercial Tax Phase-In, City of Brenham, Texas (“Agreement”) between the City of Brenham, Texas, PPE, LLC, and GSL CONSTRUCTORS, LTD; and

WHEREAS, GSL CONSTRUCTORS, LTD submitted a written request to the City of Brenham, Texas, a copy of which is attached hereto as Exhibit “A” and incorporated herein for all purposes, requesting the assignment of its rights and assumption of its duties under the Agreement to GSL PARTNERS SUB 52, LLC; and

WHEREAS, the provisions of the Agreement and the City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises authorize the Agreement (“Tax Phase-In Policy”) to be assigned if the assignment is approved by resolution adopted by the City Council; and

WHEREAS, the City Council of the City of Brenham, Texas, finds that the Assignment and Assumption of Agreements (“Assignment”) complies with the terms and conditions of the Agreement and the Tax Phase-In Policy;

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

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

Section 2: That the City Council of the City of Brenham, Texas does hereby approve the assignment of GSL CONSTRUCTORS, LTD's rights and the assumption of its duties under the Agreement to GSL PARTNERS SUB 52, LLC.

Section 3: That the Mayor is hereby authorized to execute the Assignment and Assumption of Agreements between the GSL CONSTRUCTORS, LTD and GSL PARTNERS SUB 52, LLC, a copy of which is attached hereto as Exhibit "B" and incorporated herein for all purposes, for the purpose of evidencing the City's acceptance of and consent to the terms and provisions of the Assignment.

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

RESOLVED this 24th day of April, 2014.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

March 31, 2014

Brenham Economic Development Foundation
Attention: Clint Kolby
314 South Austin Street
Brenham, Texas 77833

RE: Agreement for Development and Tax Phase-In in Reinvestment Zone No. 37 City of Brenham for Commercial Tax Phase-In, City of Brenham, Texas between the City of Brenham, as the City, PPE, LLC, as PPE, and GSL Constructors, Ltd., as the Company dated January 27, 2014 ("City Agreement").

Agreement for Development and Tax Phase-In in Reinvestment Zone No. 37 City of Brenham for Commercial Tax Phase-In, City of Brenham, Texas between the Washington County, as the County, PPE, LLC, as PPE, and GSL Constructors, Ltd., as the Company dated January 28, 2014 ("County Agreement").

Dear Clint:

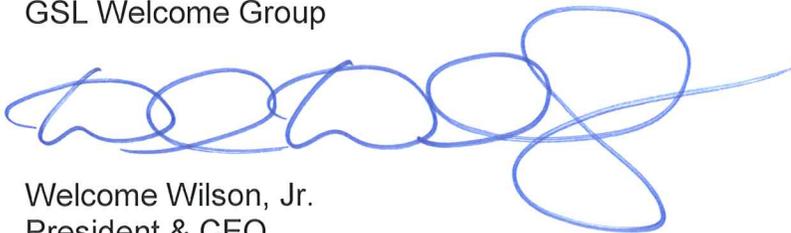
Enclosed please find two (2) fully executed originals each of the above referenced City Agreement and County Agreement.

Please be advised that GSL Constructors is in the process of assigning its interest and obligations under the City Agreement and the County Agreement to GSL Partners Sub 52, LLC, a Texas limited liability company who will be taking title and developing the property. Please seek the necessary approvals from the City of Brenham and Washington County for such assignment.

Thank you for your assistance in this matter. We look forward to working with your organization on this important matter.

Regards,

GSL Welcome Group

A handwritten signature in blue ink, appearing to read 'Welcome Wilson, Jr.', with a long horizontal flourish extending to the right.

Welcome Wilson, Jr.
President & CEO

Enclosures

ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

(GSL Constructors, Ltd. to GSL Partners Sub 52, LLC)

This Assignment and Assumption of Agreements (this “**Assignment**”) is executed by **GSL CONSTRUCTORS, LTD.**, a Texas limited partnership (“**Assignor**”), in favor of **GSL PARTNERS SUB 52, LLC**, a Texas limited liability company (“**Assignee**”) to be effective as of the 29th day of April, 2014 (the “**Effective Date**”).

WHEREAS, Assignor and the City of Brenham, Texas, a Texas home-rule municipal corporation, of Washington County, Texas (“the “**City**”) entered into that certain Agreement for Development and Tax Phase-In In Reinvestment Zone No. 37 City of Brenham for Commercial Tax Phase-In, City of Brenham, Texas, dated effective January 27, 2014 (the “**City Agreement**”);

WHEREAS, Assignor and Washington County, Texas (“the “**County**”) entered into that certain Agreement for Development and Tax Phase-In In Reinvestment Zone No. 37 City of Brenham for Commercial Tax Phase-In, Washington County, Texas dated effective January 28, 2014 (the “**County Agreement**”);

WHEREAS, the City Agreement and the County Agreement are sometimes collectively referred to herein as the “**Agreements**”;

WHEREAS, the subject matter of the Agreements is certain land located at 3201 South Blue Bell Road, Brenham, Texas, as more particularly described in the Agreements (said land being referred to in the Agreements and herein as the “**Premises**”);

WHEREAS, Assignee, an affiliate of Assignor, has acquired fee simple title to that portion of the Premises consisting of real property, including, without limitation, the land making up the Premises, together with all buildings, improvements, and related appurtenances constituting, or in the nature of, real property and situated on, or appurtenant to, the land making up the Premises (collectively, all of such items, including the land, being referred to as the “**Real Property**”);

WHEREAS, in this regard, Assignor desires to assign to Assignee all right, title and interest in and to the Agreements as the same pertain to the Real Property, and Assignee desires to accept such assignment and to assume all of the duties and obligations of Assignor under the Agreements as the same pertain to the Real Property;

WHEREAS, each of the City and the County, by their signature below, desire to consent to such Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby assigns, sells, transfers, and conveys to Assignee all of Assignor's right, title and interest in and to the Agreements as the same pertain to the Real Property, and Assignee does hereby accept such assignment.

2. Assumption. As of the Effective Date, Assignee expressly agrees to assume and does hereby assume all duties, liabilities and obligations of the Assignor in connection with the Agreements arising from and after the Effective Date as the same pertain to the Real Property.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

4. Attorneys' Fees. If any action or proceeding is commenced by either party to enforce its rights under this Assignment, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs (including the cost of in-house counsel and appeals), in addition to any other relief awarded by the court.

5. Applicable Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas. All obligations of the parties created hereunder are performable in Washington County, Texas. In the event of litigation, or other claim or dispute arising out of or involving this Agreement, exclusive venue shall lie in a court of competent jurisdiction in Washington County, Texas.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED as of the day and year first written above.

ASSIGNOR:

GSL CONSTRUCTORS, LTD., a Texas limited partnership

By: GSL GENERAL PARTNER, LLC, a Texas limited liability company
Its General Partner

By: _____
Welcome Wilson, Jr., Its President

ASSIGNEE:

GSL PARTNERS SUB 52, LLC, a Texas limited liability company

By: GSL PARTNERS SUB EIGHT, L.P., a Texas limited partnership
Its Agent/Manager

By: GSL SUB GP, INC., a Texas corporation,
Its General Partner

By: _____
Welcome Wilson, Jr., Its President

BY THEIR EXECUTION BELOW, EACH OF THE CITY AND THE COUNTY HEREBY EVIDENCE THEIR ACCEPTANCE OF, AND CONSENT TO, THE TERMS AND PROVISIONS OF THIS ASSIGNMENT AND THEIR AGREEMENT TO BE BOUND BY SUCH ASSIGNMENT.

CITY OF BRENHAM

By: _____

Name: Milton Y. Tate, Jr.

Title: Mayor

Date: _____

WASHINGTON COUNTY, TEXAS

By: _____

Name: John Brieden

Title: County Judge

Date: _____



AGENDA ITEM 9

| | | |
|---|---|--|
| DATE OF MEETING: April 24, 2014 | DATE SUBMITTED: April 16, 2014 | |
| DEPT. OF ORIGIN: Brenham EDF | SUBMITTED BY: Clint Kolby | |
| 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-14-011 Amending Resolution No. R-14-005 and Modifying the Company Name Shown on the Commercial Tax Phase-In Agreement with Tempur Sealy International, Inc. to Tempur Sealy International, Inc. and All Approved Affiliates and Subsidiaries and Authorize the Mayor to Execute Any Necessary Documentation | | |
| SUMMARY STATEMENT: The corporate office at Tempur Sealy International, Inc. has requested that we slightly modify their name in the Tax Phase-In Agreement that was approved for them at the February 6, 2014 City Council meeting. The current name on the Agreement is “Tempur Sealy International, Inc.” and they would like to change it to “Tempur Sealy International, Inc. and all approved affiliates and subsidiaries”. | | |
| STAFF ANALYSIS (For Ordinances or Regular Agenda Items): | | |
| A. PROS: | | |
| B. CONS: | | |
| ALTERNATIVES (In Suggested Order of Staff Preference): | | |
| ATTACHMENTS: (1) Resolution R-14-011; (2) Letter from Tempur Sealy; and (3) Revised Tax Phase-In Agreement | | |
| FUNDING SOURCE (Where Applicable): | | |
| RECOMMENDED ACTION: Approve Resolution No. R-14-011 amending Resolution No. R-14-005 and modifying the company name shown on the Commercial Tax Phase-In Agreement with Tempur Sealy International, Inc. to Tempur Sealy International, Inc. and all approved affiliates and subsidiaries and authorize the Mayor to execute any necessary documentation. | | |
| APPROVALS: Terry K. Roberts | | |

RESOLUTION NO. R-14-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AMENDING RESOLUTION NO. R-14-005 TO MODIFY THE NAME OF THE COMPANY CONCERNING WHICH THE RESOLUTION WAS ADOPTED; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED TAX PHASE-IN AGREEMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council of the City of Brenham, Texas, adopted Resolution No. R-14-005 on February 6, 2014, thereby approving the Agreement for Development and Tax Phase-In In Reinvestment Zone No. 38 City of Brenham for Commercial Tax Phase-In, City of Brenham, Texas (“Agreement”) between the City of Brenham, Texas, and Tempur Sealy International, Inc.; and

WHEREAS, Tempur Sealy International, Inc. submitted a written request to the City of Brenham, Texas, a copy of which is attached hereto as Exhibit “A” and incorporated herein for all purposes, requesting the modification of its name in the Agreement from “Tempur Sealy International, Inc.” to “Tempur Sealy International, Inc., and all approved affiliates and subsidiaries”; and

WHEREAS, the City Council of the City of Brenham, Texas, desires to amend Resolution No. R-14-005 in accordance with Tempur Sealy International, Inc.’s request;

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

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

Section 2: That the City Council of the City of Brenham, Texas does hereby amend Resolution R-14-005 and the associated Tax Phase-In Agreement, and all references therein to “Tempur Sealy International, Inc.” shall be modified to read “Tempur Sealy International, Inc., and all approved affiliates and subsidiaries.”

Section 3: That the Mayor is hereby authorized to execute the amended Tax Phase-In Agreement between the City of Brenham, Texas, and Tempur Sealy International, Inc., and all approved affiliates and subsidiaries, a copy of which is attached hereto as Exhibit “B” and incorporated herein for all purposes.

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

RESOLVED this 24th day of April, 2014.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC
City of Brenham, Texas

EXHIBIT A

TEMPUR+SEALY

April 11, 2014

Clint Kolby
Project Manager
Brenham Economic Development Foundation
314 S. Austin Street
Brenham, Texas 77833

Re: Project Palm

Dear Mr. Kolby:

The purpose of this letter is to request that Brenham Economic Development Foundation facilitate the modification of the company name for Project Palm. Please revise all incentive Agreements for Project Palm from "Tempur Sealy International, Inc." to "Tempur Sealy International, Inc. and all approved affiliates and subsidiaries".

Thank you for your cooperation and continued support of Project Palm.

Sincerely,



Amy Thomas Laub
Director, State & Local Tax
Tempur-Pedic Management, LLC

EXHIBIT B

AGREEMENT FOR DEVELOPMENT AND TAX PHASE-IN IN REINVESTMENT ZONE NO. 38 CITY OF BRENHAM FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS

THE STATE OF TEXAS

COUNTY OF WASHINGTON

This Agreement is entered into by and between the CITY OF BRENHAM, TEXAS, a Texas home-rule municipal corporation, of Washington County, Texas, acting herein by and through its Mayor, hereinafter referred to as CITY, and TEMPUR SEALY INTERNATIONAL, INC. AND ALL APPROVED AFFILIATES AND SUBSIDIARIES, Tempur Sealy International, Inc. being a Delaware corporation, all entities being hereinafter collectively referred to as COMPANY.

WITNESSETH:

The City Council of the City of Brenham, Texas, ("COUNCIL") on February 20, 1992, adopted by resolution a policy for the creation of tax abatement zones in the City of Brenham, ("POLICY"). Said POLICY was amended by COUNCIL on April 2, 1992, amended on June 4, 1992, and re-adopted on December 1, 1994, November 20, 1997, October 21, 1999, November 1, 2001, January 15, 2004, December 20, 2007, December 17, 2009, and December 15, 2011 and December 5, 2013 (as amended) (entitled "City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises"). On February 6, 2014, the COUNCIL, by Ordinance, established Reinvestment Zone No. 38, City of Brenham, for Commercial Tax Phase-In, City of Brenham, Texas, ("ZONE") as authorized by V.T.C.A., Texas Tax Code Chapter 312. Said POLICY is attached hereto as Exhibit "B" and incorporated herein for all purposes.

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

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

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

1. **Location of Tax Phase-In.** The property that is the subject matter of this Agreement is the land located at 1201 U.S. Highway 290 and described more particularly as that certain tract of land containing 11.979 acres, more or less, being further described in Exhibit “A”, attached hereto and incorporated herein for all purposes, and which property is hereinafter referred to as "PREMISES."

2. **Improvements.** In consideration of COMPANY'S construction of between One Hundred Fifty Thousand and No/100 Dollars and One Million and No/100 Dollars (\$150,000.00 to \$1,000,000.00) of real and personal property improvements and renovations to said PREMISES, including fixed machinery, equipment and buildings, CITY agrees that, subject to the terms and conditions contained herein, eligible improvements and renovations to the above described PREMISES shall be entitled to tax phase-in incentives in accordance with the schedule as provided in “Table 1A – Property Improvements by an Existing Local Business”, and tax phase-in incentives in accordance with the schedule as provided in “Table 2 – Jobs Created & Retained – by Existing Businesses or New/Relocating Businesses”, said Tables being set out in

the attached Exhibit "B", and that upon the expiration of such tax phase-in incentives this Agreement shall terminate.

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

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

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

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

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

COMPANY AGREES TO HOLD HARMLESS, INDEMNIFY AND REIMBURSE CITY, ITS OFFICERS, AGENTS, AND/OR EMPLOYEES FOR ANY DAMAGES SUFFERED BY THEM DUE TO COMPANY'S NEGLIGENCE, SUCH DUTY AND LIABILITY NOT TO EXCEED WHAT COMPANY WOULD OWE TO ANY OF THEM UNDER COMMON LAW. CITY AGREES TO USE BEST REASONABLE EFFORTS TO NOTIFY COMPANY AS SOON AS POSSIBLE AFTER IT BECOMES AWARE OF ANY LEGAL ACTION (INCLUDING PRE-LITIGATION NOTICES, DEMAND LETTERS, ETC.) WHICH REASONABLY COULD THEN BE FORESEEN AS HAVING THE PROSPECTIVE POTENTIAL OF ACTIVATING THE TERMS OF THE IMMEDIATELY PRECEDING SENTENCE.

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

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

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

8. **Employment.** COMPANY anticipates hiring or retaining at least fifty (50) employees upon opening and over the tax phase-in period. COMPANY acknowledges and agrees that COMPANY'S failure to create and maintain a minimum of ten (10) jobs within the first year and throughout the Tax Phase-In incentive period in accordance with this Agreement and the POLICY is a default in the performance of this Agreement, and subjects the COMPANY to the remedies for default as provided in this Agreement.

9. **Tax Recapture.** In the event COMPANY (i) does not construct the improvements and renovations to the PREMISES as contemplated by this Agreement, (ii) fails to

use the PREMISES for the purposes that are contemplated by this Agreement, (iii) fails to comply with the terms of the “City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises”, or (iv) otherwise fails to comply with the terms of this Agreement, then the CITY shall have the right to terminate this Agreement and recapture the amount of all property taxes abated as a result of this Agreement in accordance with Texas Tax Code Sec. 312.205 and the POLICY after written notice of intended recapture by CITY to COMPANY and failure to cure by COMPANY within thirty (30) days of said notice.

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

If COMPANY does not comply with this Agreement within thirty (30) days of written notice of such "default", CITY reserves the right to terminate this Agreement and terminate the benefits of tax phase-in provided for in this Agreement, and all taxes previously abated pursuant

to this Agreement shall be recaptured and paid to the City. In such event, the PREMISES and all improvements, fixed machinery and equipment installed thereon shall be deemed taxable and not entitled to tax phase-in as provided herein. If this Agreement is terminated, any taxes abated for the calendar year of the termination shall be paid within sixty (60) days of the date of such termination, and all taxes and all taxes previously abated pursuant to this Agreement shall be recaptured and paid to the City within sixty (60) days of the date of termination.

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

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

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

The estimated value of eligible property improvements for tax phase-in incentives is between One Hundred Fifty Thousand and No/100 Dollars and One Million and No/100 Dollars (\$150,000.00 to \$1,000,000.00). Notwithstanding anything contained herein to the contrary, COMPANY and CITY agree that the amount of eligible property improvements and jobs created & retained as set forth herein are based on projected property improvement and personnel employed, and the actual amount of tax phase-in incentives shall be determined annually by Table 1A and Table 2 of the POLICY based on the actual eligible improvements and the actual number of employees. COMPANY agrees to reasonably cooperate with CITY to determine compliance with this Agreement and the applicable level of tax phase-in incentives.

12. **Certificate of Compliance.** Upon completion of the improvements and renovations to the PREMISES, COMPANY shall submit to CITY a sworn Certificate of Compliance certifying that all construction of the improvements and renovations to the PREMISES has been completed in accordance with the approved plans. After receipt of this Certificate of Compliance, CITY shall make a final inspection of PREMISES to determine whether the improvements and renovations have been constructed and installed in compliance

with this Agreement. Upon so finding, CITY shall approve such a Certificate of Compliance and authorize tax phase-in to commence on January 1 of the year indicated in said certificate and terminate after the property has received the tax phase-in incentives as provided by this Agreement and Exhibit "B."

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

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

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

Property owned or used by the State of Texas or its political subdivisions or by any organization owned operated or directed by a political subdivision of the State of Texas.

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

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

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

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

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

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

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

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

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

return receipt is received by the sender, or if addressee fails to receive or accept delivery and the undelivered item is returned to sender.

23. **Definitions.** It is specifically understood by the governing body of the jurisdiction and its signatory/agent as well as COMPANY and its signatory/agent that "new jobs," as used in both, this Agreement and the underlying CITY guidelines for tax phase-in, means (and calculations therefore include) COMPANY employees as follows: The number of "new jobs" each year shall be determined by the cumulative sum of all new jobs employed by the COMPANY in the reinvestment zone after execution of this Agreement. This includes all employees who, subsequently to the Agreement, begin working in the reinvestment zone for Applicant (whether newly hired or who were previously hired by COMPANY elsewhere and whose work location is transferred to within the reinvestment zone), and, for purposes of the tax phase-in schedules in the guidelines and this Agreement, who work an average of at least a forty (40) hour work week. Two part-time employees working an average of twenty (20) hours each per week shall constitute one full-time employee for the calculation of "new jobs."

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

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

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

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

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

The parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in multiple counterparts, each of equal dignity, on this the _____ day of _____, 2014.

TEMPUR SEALY INTERNATIONAL, INC. CITY OF BRENHAM
AND ALL APPROVED AFFILIATES
AND SUBSIDIARIES

BY: _____
Dale E. Williams
Executive Vice President & CFO
1000 Tempur Way
Lexington, KY 40511

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

ATTEST:

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

THE STATE OF TEXAS

COUNTY OF WASHINGTON

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

Given under my hand and seal of office on this the ____ day of _____, 2014.

Notary Public in and for
The State of Texas

THE STATE OF KENTUCKY

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared **DALE E. WILLIAMS**, _____ Executive Vice President & CFO of TEMPUR SEALY INTERNATIONAL, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ____ day of _____, 2014.

Notary Public in and for
The State of Kentucky



AGENDA ITEM 10

| | | |
|--|---|--|
| DATE OF MEETING: April 24, 2014 | DATE SUBMITTED: April 17, 2014 | |
| DEPT. OF ORIGIN: Development Services | 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-14-012 Authorizing the Acceptance of Public Improvements in the Ralston Creek Subdivision, Phase 1 Subdivision, and Authorize the Mayor to Execute Any Necessary Documentation | | |
| SUMMARY STATEMENT: BCS Development Company has completed all required infrastructure improvements related to the development of Phase 1 of Ralston Creek Estates, a 76 lot subdivision constructed for residential use bounded by Stone Street, Blue Bell Road (FM 577) and Gun and Rod Road. The infrastructure improvements have been constructed and inspected according to all applicable City of Brenham ordinances and regulations and are ready to be accepted by the City of Brenham for ownership and maintenance. | | |
| STAFF ANALYSIS (For Ordinances or Regular Agenda Items): | | |
| <p>A. PROS:</p> <p>B. CONS:</p> | | |
| ALTERNATIVES (In Suggested Order of Staff Preference): N/A | | |
| ATTACHMENTS: (1) Resolution No. R-14-012; and (2) Letter from McClure & Browne, Engineering/Surveying, Inc. | | |
| FUNDING SOURCE (Where Applicable): N/A | | |
| RECOMMENDED ACTION: Approve Resolution No. R-14-012 authorizing the acceptance of public improvements in the Ralston Creek Estates, Phase 1 Subdivision, and authorize the Mayor to execute any necessary documentation | | |
| APPROVALS: Terry K. Roberts | | |

RESOLUTION NO. R-14-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ACCEPTANCE OF PUBLIC IMPROVEMENTS IN THE RALSTON CREEK ESTATES, PHASE 1 SUBDIVISION; AND AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTATION.

WHEREAS, Ralston Creek Estates, Phase 1 Subdivision is an approximately 60.39 acres, 76 lot subdivision developed by BCS Development Company;

WHEREAS, water, sewer, street, drainage improvements, and public infrastructure improvements were constructed by the developer;

WHEREAS, these public infrastructure improvements have been inspected by the City and found to be constructed in accordance with the City's Standards and Specifications;

WHEREAS, the City of Brenham desires to formally accept the water, sewer, street, drainage improvements, and public infrastructure improvements within Ralston Creek Estates, Phase 1 Subdivision.

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

The City of Brenham hereby accepts the water, sewer, street and drainage improvements in Ralston Creek Estates, Phase 1 Subdivision in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation.

RESOLVED this 24th day of April, 2014.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger
City Secretary



April 21, 2014

Mr. Grant Lischka, PE
City Engineering
City of Brenham, Tx

RE: RALSTON CREEK, PHASE 1 SUBDIVISION
MBESI No. 1053-0025

Dear Grant:

This letter is to certify that to the best of our knowledge, the paving, drainage, and utilities improvements constructed by Brazos Valley Services on Ralston Creek Subdivision, Phase 1 have been completed in accordance with the approved plans and specifications.

Below is a breakdown of the values for this project:

| | |
|---------------------|--------------|
| Paving | \$534,953.98 |
| Drainage | \$151,770.00 |
| Water | \$142,505.00 |
| Sewer | \$137,996.00 |
| | |
| Total Project Costs | \$967,224.98 |

On behalf of B/CS Development Company, we hereby request City acceptance of these improvements and request that the final plat be released for recordation. Please contact me if you have any questions.

Very truly yours,

Jeffery L. Robertson, P.E.
VP-Engineering



AGENDA ITEM 11

| | | |
|--|---|---|
| DATE OF MEETING: April 24, 2014 | DATE SUBMITTED: April 17, 2014 | |
| DEPT. OF ORIGIN: Development Services | SUBMITTED BY: Grant Lischka | |
| MEETING TYPE: | CLASSIFICATION: | ORDINANCE: |
| <input checked="" type="checkbox"/> REGULAR | <input type="checkbox"/> PUBLIC HEARING | <input checked="" 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 an Ordinance on Its First Reading for the Placement of Stop Signs at Multiple Street Intersections within the Ralston Creek Subdivision | | |
| SUMMARY STATEMENT: The new street construction within Ralston Creek Subdivision required the installation of stop signs at the various intersections. The stop signs have been installed by the developer and an ordinance is required for enforcement. | | |
| STAFF ANALYSIS (For Ordinances or Regular Agenda Items): | | |
| A. PROS: | | |
| B. CONS: | | |
| ALTERNATIVES (In Suggested Order of Staff Preference): N/A | | |
| ATTACHMENTS: (1) Ordinance | | |
| FUNDING SOURCE (Where Applicable): N/A | | |
| RECOMMENDED ACTION: Approve an Ordinance on its first reading for the placement of stop signs at multiple street intersections within the Ralston Creek Subdivision. | | |
| APPROVALS: Terry K. Roberts | | |

ORDINANCE NO. _____

AN ORDINANCE REQUIRING THE PLACING OF CERTAIN STOP SIGNS IN THE CITY OF BRENHAM, TEXAS, SETTING THE LOCATION OF SAID STOP SIGNS, REGULATING THE TRAFFIC AT SAID STOP SIGNS, AND PROVIDING FOR PENALTY FOR VIOLATION THEREOF.

WHEREAS, it is necessary to provide a stop signs at certain locations in the City of Brenham to prevent accidents, collisions and damages, to promote the flow of traffic along and into such streets, and to regulate the same:

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

Section 1. That there shall be established and installed:

one stop sign on Ammans Drive at its intersection with Gun and Rod Road, regulating southbound traffic on Ammans Drive;

one stop sign on Ammans Drive at its intersection with Parker Court and Ralston Creek Court, regulating northbound traffic on Ammans Drive:

one stop sign on Parker Court at its intersection with Ammans Drive, regulating westbound traffic on Parker Court;

one stop sign on Ralston Creek Court at its intersection with Ammans Drive, regulating eastbound traffic on Ralston Creek Court;

one stop sign on Landrens Way at its intersection with Parker Court, regulating eastbound traffic on Landrens Way;

one stop sign on Landrens Way at its intersection with Ralston Creek Court, regulating westbound traffic on Landrens Way;

one stop sign on Windage Drive at its intersection with East Stone Street, regulating northbound traffic on Windage Drive;

one stop sign on Windage Drive at its intersection with Timberline Court, regulating southbound traffic on Windage Drive; and

one stop sign on Timberline Court at its intersection with Windage Drive, regulating eastbound traffic on Timberline Court.

These stop signs shall be erected at the top of a standard, installed in the ground on the right hand side of the streets identified herein.

Section 2. That every person, firm or corporation, operating a motor vehicle or other vehicle of any kind, in, on, along and into the streets or street intersections designated in Section 1 hereof, upon reaching a stop sign at the location so designated, shall bring said vehicle to a full and complete stop in compliance with the provisions of applicable state law, before proceeding further along said street or into or on said street intersection.

Section 3. That any person, firm or corporation, violating Section 2 hereof, shall be fined a sum of not less than \$1.00 and not more than \$200.00, plus applicable court costs.

Section 4. This Ordinance shall take full force and effect from and after its passage, approval and publication as required by applicable law.

PASSED and APPROVED on its first reading this the 24th day of April, 2014.

PASSED and APPROVED on its second reading this the _____ day of May, 2014.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 12

| | | | |
|---|---|--|--|
| DATE OF MEETING: April 24, 2014 | | DATE SUBMITTED: April 17, 2014 | |
| DEPT. OF ORIGIN: Administration | | SUBMITTED BY: Amanda Klehm | |
| 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 Request for a Noise Variance from the Brenham Maifest Association for the Maifestival Events to be Held on May 2, 2014 from 6:00 p.m. – Midnight, May 3, 2014 from 6:00 p.m. – Midnight, and May 4, 2014 from Noon - 6:00 p.m. at Fireman’s Park and Authorize the Mayor to Execute Any Necessary Documentation | | | |
| SUMMARY STATEMENT: Arlen Thielemann with the Brenham Maifest Association is requesting a Noise Variance for concerts at Fireman’s Park from May 2-4, 2014; Friday is 6pm-Midnight, Saturday is 6pm-Midnight, and Sunday is Noon-6pm. They will have a bands and a sound amplification system, which require a Noise Variance. The Brenham Police Department and the Brenham Fire Department have approved the noise variance request; therefore, I ask the City Council to approve the noise variance request. | | | |
| STAFF ANALYSIS (For Ordinances or Regular Agenda Items): | | | |
| A. PROS: | | | |
| B. CONS: | | | |
| ALTERNATIVES (In Suggested Order of Staff Preference): | | | |
| ATTACHMENTS: (1) Noise Variance Request | | | |
| FUNDING SOURCE (Where Applicable): N/A | | | |
| RECOMMENDED ACTION: Approve a request for a noise variance from the Brenham Maifest Association for the Maifestival Events to be held on May 2, 2014 from 6:00 p.m. – midnight, May 3, 2014 from 6:00 p.m. – midnight, and May 4, 2014 from noon - 6:00 p.m. at Fireman’s Park and authorize the Mayor to execute any necessary documentation. | | | |
| APPROVALS: Terry K. Roberts | | | |

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Brenham Maifest Assn
2. Name and address of individual making application on behalf of sponsoring organization: Arley Thielmann - 1410 Allison Street
Brenham, TX 77833
3. Purpose of the Event: Maifest Celebrating
4. Location of Event: Fireman's Park
5. Date of the event: May 3-4 2014
6. Time of Event: Friday - 6 pm to midnight / Saturday - Noon to midnight / Sunday noon to 6 pm
7. Event Set-up: From: Monday, April 28, 8:00 am To: Friday, May 2, 5:00 pm
- Event Clean-up: From: Monday, May 5, 8:00 am To: Tuesday, May 6, 5:00 pm
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: Bands playing under Pavillion / Production practice & Coronations on ball field / Food vendors / Craft Booths / Game vendors / All you can eat ice cream
 - b) Bands/Musical Instruments: Several under Pavillion
 - c) Sound amplification equipment: yes for full Country Band
 - d) Cleanup provisions: Joint effort between Maifest City of Brenham and county inmates under supervision.

Brenham Maifest Assn
Name of Applicant (Printed or Typed)

Date: 4/15/14

Arley Thielmann
Applicant or Authorized Person's Signature

Phone: (979) 530-8374

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any Court? Yes No If "Yes", please identify the offense, State of conviction and penalty imposed (attach additional sheets if necessary):

CITY STAFF REVIEW

Date received: _____

✓
APPROVED
Digitally signed by Rex Phelps
DN: cn=Rex Phelps, o=City of Brenham,
ou=Chief of Police,
email=rphelps@cityofbrenham.org,
c=US
Date: 2014.04.21 10:26:54 -05'00'

_____ DENIED

Date: 4/21/2014

Rex Phelps

Rex Phelps, Chief of Police

Comments/Reason for Denial:

✓
APPROVED

_____ DENIED

Ricky Boeker

Digitally signed by Ricky Boeker
DN: cn=Ricky Boeker, o=Brenham Fire Department, ou=Fire
Chief/EMC, email=RBoeker@cityofbrenham.org, c=US
Date: 2014.04.17 15:35:17 -05'00'

Date: 04/17/2014

Ricky Boeker, Chief of Fire Department

Comments/Reason for Denial: _____

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

Milton Y. Tate, Jr., Mayor

Date: _____

ATTEST:

Jeana Bellinger, City Secretary



AGENDA ITEM 13

| | | |
|---|---|--|
| DATE OF MEETING: April 24, 2014 | DATE SUBMITTED: April 17, 2014 | |
| DEPT. OF ORIGIN: Administration | SUBMITTED BY: Amanda Klehm | |
| 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 Request for a Noise Variance from CASA for Kids for a Child Abuse Awareness Walk and Balloon Release to be Held on April 26, 2014 from 9:00 a.m. – Noon in the Gazebo Located at the Washington County Courthouse and Authorize the Mayor to Execute Any Necessary Documentation | | |
| SUMMARY STATEMENT: Julie Overstreet with CASA for Kids for a Child Abuse Awareness Walk and Balloon Release to be Held on April 26, 2014 from 9:00 a.m. – Noon in the Gazebo at the Washington County Courthouse. They will have a sound amplification system, which requires a Noise Variance. The Brenham Police Department and the Brenham Fire Department have approved the noise variance request; therefore, I ask the City Council to approve the noise variance request. | | |
| STAFF ANALYSIS (For Ordinances or Regular Agenda Items): | | |
| A. PROS: | | |
| B. CONS: | | |
| ALTERNATIVES (In Suggested Order of Staff Preference): | | |
| ATTACHMENTS: (1) Noise Variance Request | | |
| FUNDING SOURCE (Where Applicable): N/A | | |
| RECOMMENDED ACTION: Approve a Request for a Noise Variance from CASA for Kids for a Child Abuse Awareness Walk and Balloon Release to be held on April 26, 2014 from 9:00 a.m. – noon in the Gazebo located at the Washington County Courthouse and authorize the Mayor to execute any necessary documentation. | | |
| APPROVALS: Terry K. Roberts | | |

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: CASA for Kids _____

2. Name and address of individual making application on behalf of sponsoring organization: _____

Julie Overstreet; 304 Ross Street, Brenham, TX 77833 _____

3. Purpose of the Event: Raise Awareness About Child Abuse in Washington County _____

4. Location of Event: Brenham, TX _____

5. Date of the event: April 26, 2014 _____

6. Time of Event: 9 a.m. - noon _____

7. Event Set-up: From: 7:30am _____ To: 9:00am _____

Event Clean-up: From: noon _____ To: 1:00 pm _____

8. You are required to describe the following:

a) Types of Activities Planned and any additional information specific to this event: _____

Inspirational program and song on courthouse lawn followed by 2 mile walk around Brenham.

Other nonprofits are also invited to attend and set up tables at event. Balloon Release follows.

b) Bands/Musical Instruments: One singer _____

c) Sound amplification equipment: p/a system _____

d) Cleanup provisions: volunteers on hand to clean up after event _____

Julie Overstreet
Name of Applicant (Printed or Typed)

Date: 4/21/14 _____

Julie Overstreet
Applicant or Authorized Person's Signature

Phone: 979-277-0088 (office)
832-288-7200 (cell) _____

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any Court? Yes No. If "Yes", please identify the offense, State of conviction and penalty imposed (attach additional sheets if necessary):

CITY STAFF REVIEW

Date received: _____

APPROVED

DENIED

Date: 4/21/2014

Rex Phelps, Chief of Police

Comments/Reason for Denial:

APPROVED

DENIED

Date: _____

Ricky Boeker, Chief of Fire Department

Comments/Reason for Denial: _____

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

Date: _____

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary



AGENDA ITEM 14

| | | |
|---|--|--|
| DATE OF MEETING: April 24, 2014 | DATE SUBMITTED: April 17, 2014 | |
| DEPT. OF ORIGIN: Public Works | 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 type="checkbox"/> REGULAR | <input type="checkbox"/> RESOLUTION |
| | <input checked="" type="checkbox"/> WORK SESSION | |
| AGENDA ITEM DESCRIPTION: Discussion and Presentation Regarding Proposed Lane Striping Modifications on South Market Street | | |
| SUMMARY STATEMENT: In conjunction with the Chappell Hill Street Extension, and related signal construction at South Market Street, striping modifications will be needed on South Market Street. TxDOT has recommended restriping the existing 4-lane undivided section to a 2-lane section with a center turn lane. The City's engineer, Jones and Carter, Inc., has prepared several alternatives for TxDOT to review. Representatives from Jones and Carter, Inc. and TxDOT will be at the meeting to discuss the feasibility of the options and to answer any questions Council may have. Large printouts of the options will be presented at council. In addition to restriping the area near the Chappell Hill Street Intersection, staff would also like Council's input on striping modifications along the remaining portions of South Market Street between Stone Street and U.S. 290. | | |
| STAFF ANALYSIS (For Ordinances or Regular Agenda Items): | | |
| <p>A. PROS:</p> <p>B. CONS:</p> | | |
| ALTERNATIVES (In Suggested Order of Staff Preference): N/A | | |
| ATTACHMENTS: None. | | |
| FUNDING SOURCE (Where Applicable): Existing funds allocated for the Chappell Hill Street Extension project. | | |
| RECOMMENDED ACTION: Discussion only. | | |
| APPROVALS: Terry K. Roberts | | |



AGENDA ITEM 15

| | | |
|---|--|--|
| DATE OF MEETING: April 24, 2014 | DATE SUBMITTED: April 17, 2014 | |
| DEPT. OF ORIGIN: Public Works | 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 type="checkbox"/> REGULAR | <input type="checkbox"/> RESOLUTION |
| | <input checked="" type="checkbox"/> WORK SESSION | |
| AGENDA ITEM DESCRIPTION: Discussion and Presentation Regarding the City of Brenham's Possible Participation in TxDOT's Turnback Program or Similar Program Concerning Conveyance of TxDOT Right-of-Way to the City of Brenham | | |
| <p>SUMMARY STATEMENT: City staff has been approached by TxDOT regarding the maintenance and ownership of FM 389. Currently TxDOT maintains the entire length of FM 389 within the City limits. Prairie Lea Street from U.S. Hwy 290 to College Avenue and College Avenue from Prairie Lea Street to Business Hwy 36 (South Day Street) are currently maintained by TxDOT as FM 389. Outside of U.S. Hwy 290, FM 389 travels in a westerly direction out of the City, intersections with FM 332 and then continues on. The length of roadway inside and outside of U.S. Hwy 290 (up to FM 332) is approximately 6,600' and 3,600' respectively. This comes to a total of approximately 2 miles. Inside U.S. Hwy 290, the road is a curb and gutter section, while outside it is a 2-lane open ditch section. In discussions with TxDOT, they have tentatively offered to upgrade the section outside of U.S. Hwy 290 to a curb and gutter, 2-lane with center turn lane section. As a condition of the upgrade, TxDOT would like to turn over ownership and maintenance responsibilities to the City for the entire length from FM 332 to South Day Street. Staff would like Council's input on whether the City should pursue this option.</p> <p>In addition to FM 389, staff would like Council's input on other TxDOT roadways within the City limits and whether similar arrangements should be pursued.</p> <p>Large maps will be made available and representatives from TxDOT will be at the meeting to answer questions.</p> | | |
| STAFF ANALYSIS (For Ordinances or Regular Agenda Items): | | |
| <p>A. PROS: Will allow the City to regulate items within the right-of-way (signs, utilities, parking, etc.)</p> <p>B. CONS: Will add mileage to the City street system, which the City will now have to maintain.</p> | | |
| ALTERNATIVES (In Suggested Order of Staff Preference): N/A | | |
| ATTACHMENTS: None. | | |

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Discussion only.

APPROVALS: Terry K. Roberts



AGENDA ITEM 16

| | | |
|---|--|--|
| DATE OF MEETING: April 24, 2014 | DATE SUBMITTED: April 17, 2014 | |
| DEPT. OF ORIGIN: Public Utilities | 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 type="checkbox"/> REGULAR | <input type="checkbox"/> RESOLUTION |
| | <input checked="" type="checkbox"/> WORK SESSION | |
| AGENDA ITEM DESCRIPTION: Discussion and Presentation Regarding Sanitary Sewer Improvements in the Brenham Business Center | | |
| SUMMARY STATEMENT: Continuing development within the Brenham Business Center (BBC) necessitates upgrades to the City's sanitary sewer system. In order to provide sanitary sewer service to developments in the southern portion of the BBC, a lift station will be required. Considering that it is difficult to anticipate future development (and the related demand on the sanitary sewer system), staff feels that installing a small lift station is the prudent choice. The estimated cost of the lift station and related gravity main and force main is \$20,000. | | |
| STAFF ANALYSIS (For Ordinances or Regular Agenda Items): | | |
| A. PROS: | | |
| B. CONS: | | |
| ALTERNATIVES (In Suggested Order of Staff Preference): N/A | | |
| ATTACHMENTS: None. | | |
| FUNDING SOURCE (Where Applicable): N/A | | |
| RECOMMENDED ACTION: Discussion only. | | |
| APPROVALS: Terry K. Roberts | | |



AGENDA ITEM 17

| | | | |
|--|--|--|--|
| DATE OF MEETING: April 24, 2014 | | DATE SUBMITTED: April 21, 2014 | |
| DEPT. OF ORIGIN: Public Utilities | | 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 type="checkbox"/> REGULAR | <input type="checkbox"/> RESOLUTION | |
| | <input checked="" type="checkbox"/> WORK SESSION | | |
| AGENDA ITEM DESCRIPTION: Presentation and Discussion Regarding the Possible Sale of Various Parcels of Land Located Along Old Mill Creek Road | | | |
| SUMMARY STATEMENT: In the late 1990's, the City acquired several tracts of land adjoining Old Mill Creek Road from the Union Pacific Railroad. At the time, the railroad had been abandoned and the City had no need for the property, other than to have a place to dispose of excavated material. Staff has reevaluated the need for the property and has concluded that the best use of the property would be to turn it into developable residential lots and sell them. If the City were to go in this direction, a minimum of 60' of right-of-way would be set aside for Old Mill Creek road before any property were sold off. Staff would like Council's direction on how to proceed. | | | |
| STAFF ANALYSIS (For Ordinances or Regular Agenda Items): | | | |
| A. PROS: | | | |
| B. CONS: | | | |
| ALTERNATIVES (In Suggested Order of Staff Preference): N/A | | | |
| ATTACHMENTS: None. | | | |
| FUNDING SOURCE (Where Applicable): N/A | | | |
| RECOMMENDED ACTION: Discussion only. | | | |
| APPROVALS: Terry K. Roberts | | | |