



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
WEDNESDAY, APRIL 20, 2022 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Adonna Saunders**
- 3. Proclamations**
 - ♦ National Day of Prayer**
- 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. Approve Ordinance No. O-22-007 on Its Second Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham, Part I, Section 5.02, Definitions; Part II, Division 1, Section 14.03(3) Limitations on Home Occupations; and Part II, Division 1, Section 14.04, Specifically Prohibited as Home Occupations (Case No. P-22-012)**
 - 5-b. Approve Change Order No. 2 and Final Payment for Project No. 63C-14C to Maguire Iron, Inc. in the Amount of \$30,625.00 for the Atlow Elevated Storage Tank Rehabilitation Project and Authorize the Mayor to Execute Any Necessary Documentation**

- 5-c. Approve the Appointment of Rachel Eckert Nordt to Fill a Vacancy on the Historic Preservation Board, for an Unexpired Term to Expire on December 31, 2023 and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-d. Approve a Noise Variance from the Washington County Ministerial Association for a National Day of Prayer Event to be held on May 5, 2022 at the Washington County Courthouse Gazebo from 11:30 A.M. to 1:15 P.M.**
- 5-e. Approve a Noise Variance from the Brenham Maifest Association for the 132nd Maifest Celebration on May 6th and 7th at Fireman's Park from 11 A.M. to Midnight**
- 5-f. Approve a Noise Variance from the Texas Department of Family Protective Services, Washington County Child Welfare Board, and CASA South Central Texas for a Child Abuse Awareness Vigil to be Held on April 24, 2022 at the Washington County Courthouse from 5:00 P.M. to 7:30 P.M.**

WORK SESSION

- 6. Discussion and Presentation of the City of Brenham Downtown Parklet Manual**
- 7. Discussion and Update on the City of Brenham Comprehensive Plan**

REGULAR SESSION

- 8. Discuss and Possibly Act Upon Approving Resolution No. R-22-020 Adopting the City of Brenham Downtown Parklet Manual**
- 9. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A - 'Zoning' of the Code of Ordinances and the Official Zoning Map of the City of Brenham to Change the Zoning District from a Mixed Residential Use District (R-2) to a Local Business Residential Mixed Use District (B-1) on 1.202-Acres of Land Currently Addressed as 1003 Hasskarl Drive and Being Further Described as Lot 1 of Fairview Terrace Subdivision, Out of the Arrabella Harrington Survey, Abstract No. 55 in Brenham, Washington County, Texas (Case No. P-22-004)**
- 10. Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Fifth Asset, Inc. d/b/a DebtBook for the Purchase of Lease and Debt Accounting Software Application and Support Services and Authorize the Mayor to Execute Any Necessary Documentation**

11. **Discuss and Possibly Act Upon a License Agreement Between the City of Brenham and Stylecraft Builders Inc. Related to Parking Within the Public Right-of-Way, Along Trellis Pass, in the Vintage Farms Subdivision and Authorize the Mayor to Execute Any Necessary Documentation**

12. **Administrative/Elected Officials Report**

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

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 Negotiation

CERTIFICATION

I certify that a copy of the April 20, 2022 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 St., Brenham, TX on Thursday, April 14, 2022 at 10:15 a.m.

Jeana Bellinger, TRMC, CMC

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 _____, 2022 at _____ AM PM.

Signature

Title

PROCLAMATION

WHEREAS, The National Day of Prayer is an annual day of observance held on the first Thursday of May, designated by the United States Congress, when people are asked “to turn to God in prayer and meditation;” and

WHEREAS, Throughout our history, Americans of many religions and belief systems have turned to prayer for strength, hope, and guidance; and

WHEREAS, Prayer has nourished countless souls and powered moral movements – including essential fights to end injustice and protect the dignity of all lives no matter their race, religion, gender, or national origin; and

WHEREAS, The First Amendment to The United States of America’s Constitution protects the rights of free speech and religious liberty, including the right of all Americans to pray; and

WHEREAS, It is thus fitting that, from the earliest years of our country’s history, Congress and Presidents have set aside days to recognize the role prayer has played in so many definitive moments in our history;

NOW, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, do hereby proclaim May 5, 2022 as

NATIONAL DAY OF PRAYER

Milton Y. Tate Jr., Mayor
City of Brenham

ORDINANCE NO. O-22-007

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A – “ZONING”, OF THE CODE OF ORDINANCES BY AMENDING PART I, SEC 5.02 – DEFINITIONS TO ADD THE DEFINITIONS OF CRYPTOCURRENCY, COMMERCIAL CRYPTOCURRENCY MINING, SERVER FARM, AND HIGH-DENSITY LOAD SERVICE; AMENDING PART II, DIVISION 1, SEC 14.03(3), LIMITATIONS ON HOME OCCUPATIONS TO ADD ELECTRICAL TO THE LIMITATIONS IN EXCESS OF WHAT IS NORMAL IN THE RESIDENTIAL NEIGHBORHOOD, AND AMENDING PART II, DIVISION 1, SEC 14.04, SPECIFICALLY PROHIBITED AS HOME OCCUPATIONS, TO ADD COMMERCIAL CRYPTOCURRENCY MINING AND SERVER FARM AS PROHIBITED HOME OCCUPATIONS, AND CORRECT A CLERICAL ERROR IN 14.04(1) TO CHANGE THE REFERENCING SECTION TO 14.03; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS.

WHEREAS, the City of Brenham has adopted Appendix A – “Zoning” of the Code of Ordinances which regulate land uses and their physical development standards in Brenham; and

WHEREAS, the City Council recognizes the need from time to time to amend these regulations to help protect the integrity of Brenham’s residential neighborhoods; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Brenham, Texas have published notices and conducted public hearings regarding the request to amend Appendix A – “Zoning” of the Code of Ordinances; and

WHEREAS, all persons desiring to comment on the proposal were given full and complete opportunity to be heard; and

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission during the special meeting held on March 28, 2022; and

WHEREAS, the City Council deems it appropriate to approve the requested amendments to Appendix A – “Zoning” of the Code of Ordinances;

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

SECTION 1.

That Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas Part I, Section 5.02, Definitions, is hereby amended by adding the definitions for Cryptocurrency, Commercial Cryptocurrency Mining, Server Farm, and High-Density Load Service, to read as follows:

Cryptocurrency: A digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank.

Commercial Cryptocurrency Mining: The commercial process by which cryptocurrency transactions are verified and added to the public ledger, known as the block chain, and also the means through which new units of cryptocurrencies are released, through the use of server farms employing data processing equipment. For purposes of this definition, any equipment which requires a High-Density Load Service, or any Server Farm, will presumably be a commercial cryptocurrency mining operation.

Server Farm: Three or more interconnected computers housed together in a single facility whose primary function is to perform cryptocurrency mining or associated data processing.

High-Density Load Service: Provision of electrical service where the requested load density, in the portion of the premises containing the load consuming equipment exceeds 250 kWh/ft²/year.

SECTION 2.

That Appendix A – Zoning, Part II, Division 1, Section 14.03 of the Code of Ordinances of the City of Brenham, Texas, is hereby amended to read as follows:

(Section 14.03) Limitations on home occupations. A home occupation is a permitted use in a residential neighborhood only if less than fifty (50) percent of the floor space is allocated to the home occupation, is used by a resident of the home where the home occupation is located and is not described as a prohibited activity as provided below. However, no home occupations including those described above shall be permitted that does any of the following:

- (1) Changes the outside appearance of the dwelling;
- (2) Is visible from the street;
- (3) Generates traffic, parking, sewage, electrical, or water use in excess of what is normal in the residential neighborhood;
- (4) Results in the off-street or on-street parking of more than two (2) vehicles at any one time not owned by members of the occupant family;

- (5) Creates a hazard to persons or property;
- (6) Results in electrical interference;
- (7) Is a nuisance;
- (8) Results in the outside storage or display of anything;
- (9) Includes employment within the home or on the premises of persons other than members of the occupant family;
- (10) Displays signs or advertising of any type on premises, except as follows:
 - (a) Word of mouth by telephone or face to face.
 - (b) Free listing in the telephone directories and business journals and directories.
 - (c) Business cards and stationery.

SECTION 3.

That Appendix A – Zoning, Part II, Division 1, Section 14.04 of the Code of Ordinances of the City of Brenham, Texas, is hereby amended to read as follows:

(Section 14.04) The following are specifically prohibited as home occupations:

- (1) Barber, beauty, and other personal service, unless the provision of such services is conducted within the limitations of a home occupation in section 14.03;
- (2) Animal hospitals, stables, or kennels;
- (3) Commercial Cryptocurrency Mining;
- (4) Server Farm;
- (5) Dance studios, schools;
- (6) Mortuaries;
- (7) Private clubs;
- (8) Repair shops;
- (9) Restaurants;
- (10) Automobile paint or repair shops;
- (11) Doctor, dentist, veterinarian, or other medically related office;
- (12) Rooming/boarding/lodging house

SECTION 4. **REPEALER CLAUSE**

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

SECTION 5.
SAVINGS

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

SECTION 6.
SEVERABILITY

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

SECTION 7.
EFFECTIVE DATE

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

SECTION 8.
PROPER NOTICE AND MEETINGS

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

PASSED and **APPROVED** on its first reading this the 7th day of April 2022.

PASSED and **APPROVED** on its second reading this the 20th day of April 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 5-B.

Agenda Item: Approve Change Order No. 2 and Final Payment for Project No. 63C-14C to Maguire Iron, Inc. in the Amount of \$30,625.00 for the Atlow Elevated Storage Tank Rehabilitation Project and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 20, 2022

Department: Public Utilities

Staff Contact: Alton Sommerfiled

SUMMARY STATEMENT:

On September 2, 2021, Council awarded the Atlow Elevated Storage Tank Rehabilitation Project to Maguire Iron, Inc. This project consisted of performing surface preparation and coat entire wet interior and exterior of the 300,000-gallon pedestal elevated water storage tank, including newly installed components. The value of the contract was \$229,750.00. Change order No. 1 was approved by Council on February 3, 2022, for \$48,000.00. This change order allowed for replacement of fill pipe from the flange to the bottom of the tank bowl and installing a 12" drain valve.

Staff is pleased to say that this project has been completed ahead of schedule. Maguire Iron has completed all items on the final punch list and submitted request for final payment for \$30,625.00. The project cost includes installing the Blinn logo for \$13,900.00 which is to be reimbursed by Blinn College.

ATTACHMENTS:

- (1) Atlow Elevated Storage Tank Rehan
- (2) Application for Change Order No. 2 and Final Payment
- (3) Certification of Payment to Subcontractors and Suppliers
- (4) Consent of Surety

RECOMMENDED ACTION:

Approve Change Order No. 2 and final payment for Project No. 63C-14C to Maguire Iron in the amount of \$30,625.00 for the Atlow Elevated Storage Tank Rehabilitation Project and authorize the Mayor to execute any necessary documentation.



Strand Associates, Inc.[®]
1906 Niebuhr Street
Brenham, TX 77833
(P) 979-836-7937

March 18, 2022

Mr. Alton Sommerfield, Director of Public Utilities
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: Atlow Elevated Storage Tank Rehabilitation
Contract No. 63C-14C
City of Brenham, Texas

Dear Alton,

In accordance with Article 15.03 of the General Conditions, the above-referenced project was inspected on March 15, 2022.

Based on this inspection, we have included in this preliminary certificate a date of March 15, 2022, for Substantial Completion of the project.

A punch List of Items to be Completed or Corrected, which were noted during this inspection, is enclosed.

In accordance with Article 15.03 of the General Conditions, at the time of delivery of the Preliminary Certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties. It is our recommendation that all the requirements of the Contract Documents be followed as to division of responsibilities between OWNER and CONTRACTOR, and it is not our intent to change any of these requirements through the following recommendations.

Contract Bonds and Insurance requirements are included in Article 6 of the General Conditions and Supplementary Conditions. As specified in Article 6.01 of the General Conditions, the Performance and Payment Bonds shall remain in effect at least until one year after the date when final payment becomes due.

As specified in Article 6.03 of the General Conditions and Supplemental General Conditions, CONTRACTOR shall continue to provide Contractor's Liability Insurance for the complete project until final payment is made and during correction period when CONTRACTOR is completing its Contract obligations and include completed operations coverage for a period of three years after final payment.

As specified in Article 6.05 of the General Conditions and Supplementary Conditions, CONTRACTOR shall continue to provide property insurance for the complete project until final payment is made.

Concerning site security, we recommend that OWNER be responsible for overall security of the site. OWNER shall allow CONTRACTOR reasonable access to complete work.

TBPE No. F-8405
TBPLS No. 10030000

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Mr. Alton Sommerfield, Director of Public Utilities
City of Brenham, Texas
Page 2
March 18, 2022

Concerning operation and maintenance, we recommend that OWNER be responsible for operation and routine maintenance of the facilities. In the case of equipment, OWNER shall be responsible for operation and routine maintenance from the date of Substantial Completion.

Concerning safety, we recommend that OWNER be responsible for safety of its work and operations and that CONTRACTOR be responsible for its work and operations. Occupational Safety and Health Act of 1970 and other federal and state requirements apply to both parties.

Concerning heat and utilities, OWNER shall provide all heat and utilities from the date of Substantial Completion.

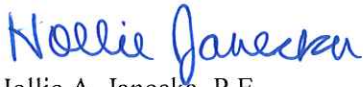
Contract correction period is included in Article 15.08 of the General Conditions and Supplementary Conditions. Beneficial occupancy or use by OWNER does not constitute acceptance.

Please note that, in accordance with Article 15.03, OWNER has seven days after receipt of this Preliminary Certificate of Substantial Completion during which to make written objection to ENGINEER as to any provisions of the certificate or list of work remaining.

Please call 979-836-7937 should you have any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Hollie A. Janecka, P.E.

Enclosure

c/enc: Tyson Rosenboom, Maguire Iron
Matt Yentz, Strand Associates, Inc.®



List of Items to be Completed or Corrected
Atlow Elevated Storage Tank Rehabilitation
Contract 63C-14C
City of Brenham, Texas

Original List Date: March 15, 2022 Updated List Date: _____

A. General

1. Submit Document 00641--Certificate of Final Completion.
2. Submit Document 00642--Certification of Payment to Subcontractors and Suppliers.
3. Submit the final Pay Request.
4. Submit the Consent of Surety.

B. Project Site

1. Sod all disturbed areas in project site.
2. Clean oil spots on the existing concrete.
3. Smooth tire ruts in the grass area along the north side of the site.
4. Investigate the wiring issue causing the lights within and on top of the tank to be inoperable; possibly changing light bulbs.
5. Coordinate with City staff to disinfect, flush, and put the tank into operation.
6. Check and reconnect ground wires into a 10-foot ground rod around the base of the tank. The ground wires appeared to be out of the ground while on-site.

c: Matt Yentz, Strand Associates, Inc.®

APPLICATION FOR PAYMENT NO. 2 & FINAL

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833
 FROM CONTRACTOR: MAGUIRE IRON, INC., 1610 NORTH MINNESOTA AVENUE, SIOUX FALLS, SD 57104
 PROJECT: 63C-14C ATLOW ELEVATED STORAGE TANK REHABILITATION
 STRAND PROJECT NO. 3900.250

CONTRACT AWARDED: September 2, 2021
 PERIOD FROM: February 28, 2022
 CONST. TIME ALLOTTED: 120

NOTICE TO PROCEED: December 13, 2021
 PERIOD TO: March 31, 2022
 TIME USED: 109

ITEM	BASE BID	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	Perform Surface Preparation and Coat Entire Wet Interior and Exterior of 300,000-Gallon Pedestal Elevated Water Storage Tank Including Tough-ups to Dry Interior as Specified in the Technical Specifications, Newly Installed Components, all Above Ground Piping and Valves, and Appurtenances with Specified Coating System and Disinfect, Fill, and Test Elevated Storage Tank (Section 09 67 16)	LS	1	1	0	1	\$ 188,750.00	\$ 188,750.00
2	Mobilization (Not to Exceed 5% of the Contract Amount Less Mobilization)	LS	1	1	0	1	\$ 5,000.00	\$ 5,000.00
3	Install New LED Type Double Obstruction Light with all Related Appurtenances (Section 26 27 26)	LS	1	1	0	1	\$ 5,500.00	\$ 5,500.00
4	Remove and Dispose of Existing Roof Vent Screen and Install New Fiberglass Screen (Section 09 67 16)	LS	1	1	0	1	\$ 500.00	\$ 500.00
5	Remove and Replace all Safety Climb Devices with New Cable Style Climb Device (Section 09 67 16)	LS	1	1	0	1	\$ 8,000.00	\$ 8,000.00
6	Remove and Replace all Manway Gaskets (Section 09 67 16)	LS	1	1	0	1	\$ 1,500.00	\$ 1,500.00
7	Painting Logo (Section 09 67 16)	LS	1	1	0	1	\$ 10,000.00	\$ 10,000.00
8	When Required, Perform Fit Repair by Welding (Section 09 67 16)	SI	25	0	0	0	\$ 40.00	\$ -
9	When Required, Perform Fit Repair with Seam Filler (Section 09 67 16)	SI	25	0	0	0	\$ 40.00	\$ -
10	When Required, Perform Structural Steel Repair/Replacement (Section 05 50 00 and 09 67 16)	LB	5	0	0	0	\$ 200.00	\$ -
11	When Required, Perform 4,000-PSI Water Blast with Fine Abrasive to Remove Excessive Iron Salts (Section 09 67 16)	LS	1	0	0	0	\$ 7,500.00	\$ -
CHANGE ORDER NO. 1								
1	Replacement of the Fill Pipe from the Flange to the Bottom of the Tank Bowl and Babco Valve (45 Feet of 12-Inch Schedule 40 Steel Pipe, 12-Inch Flange, 2 3/4-Inch Couplers to Include Ball Valve, Pressure Gauge, and Sample Tap, 12-Inch Expansion Joint, and Babco Valve Plumbed from the Belly of the Tank to Overflow)	LS	1	1	0	1	\$ 48,000.00	\$ 48,000.00
CHANGE ORDER NO. 2								
1	Additional cost for changes to the logo including new stencil and labor	LS	1	0	1	1	\$ 3,900.00	\$ 3,900.00

Original Contract:	\$ 229,750.00	Value of Work Performed to Date	\$ 271,150.00
Plus Additions:	\$ 51,900.00	Plus Materials Stored at Close of Period	
Less Deductions:	\$ (10,500.00)	Net Amt Earned to Date	\$ 271,150.00
Adjusted Contract:	\$ 271,150.00	Less 10% Retainage	\$ -
		Subtotal	\$ 271,150.00
		Less Previous Pay Applications	\$ 240,525.00
		Amount	\$ 30,625.00

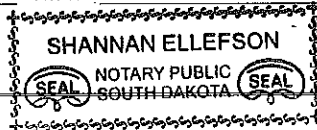
AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
 COUNTY OF WASHINGTON

WHEREAS, the undersigned, Tyson Rosenbaum, who being duly sworn, on oath, says that he is the legal representative of Maguire Iron, Inc., has been employed by City of Brenham to furnish labor and materials for the installation of the 63C-14C Atlow Elevated Storage Tank Rehabilitation in Brenham, Texas.

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

BY: Tyson Rosenbaum DATE: 3-29-2022
 MAGUIRE IRON, INC.
 PRINTED NAME: Tyson Rosenbaum TITLE: PM
 SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 29th DAY OF March, 2022
Shannan Ellefson
 NOTARY PUBLIC IN AND FOR
 THE STATE OF TEXAS



RECOMMENDED BY: Hollie Naherka DATE: 3-31-2022
 STRAND ASSOCIATES, INC.

APPROVED BY: _____ DATE: _____
 CITY OF BRENHAM, TEXAS

Project No. 63C-14C

**CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS**

Document 00642

**CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS**

The undersigned, Gene Jones, Jr, states that he is the CEO,
of Maguire Iron, Inc.
Affiant Contractor

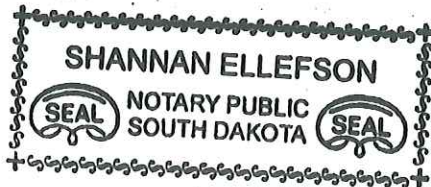
and that he is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment, and services furnished to date for Work on Project No. 63C-14C in the amounts for which Contractor has been paid; that the labor, materials, equipment, and services covered by this Certificate of Payment have been furnished in accordance with and all in compliance with the Contract Documents; that no sums have been withheld by Contractor for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

[Signature]
Affiant's Signature

SWORN AND SUBSCRIBED before me on 4/7/22,
Date

[Signature]
Notary Public in and for the State of TEXAS

Shannan Ellefson
Print or type name



My Commission Expires: 05-18-2027
Expiration Date

END OF DOCUMENT

00642-1
02-01-08

Document 00641

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF:

Atlow Elevated Storage Tank Rehabilitation

City of Brenham, TX

Project No.: 63C-14C

Contract Dated: 8/9/2021

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Tyson Rosenboom who, being by me duly sworn, on his oath says that he or she represents Maguire Iron, Inc., the Contractor who has performed a contract with the City of Brenham for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of as directed by the City Engineer; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

Tyson Rosenboom
Affiant's Signature

SWORN AND SUBSCRIBED before me on

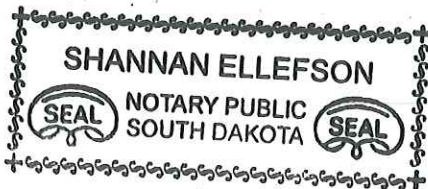
4/7/2022

Date

Shannan Ellefson
Notary Public

Shannan Ellefson
Print or type name

My Commission Expires: 05-18-2027
Expiration Date



THIS IS TO CERTIFY that I have thoroughly ^{observed} inspected the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract documents governing this Work.

[Signature] [Signature]
Inspector Resident Project Representative

Tyson Rosenboom
Project Manager, Maguire Iron, Inc.

Approved:

Tyson Rosenboom
Senior WP Iron Operations, Maguire Iron, Inc.

END OF DOCUMENT

00641-1
02-01-08

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

PROJECT: Atlow Elevated Storage Tank Rehabilitation
(name, address) Brenham, Texas Project No. 63C-14C

TO (Owner)
City of Brenham, Texas
200 W Vulcan Street, Suite 206
Brenham, TX 77833

CONTRACT FOR: 229,750.00

PROJECT NO.: 63C-14C

CONTRACTOR:
Maguire Iron, Inc.
1610 N Minnesota Ave.
Sioux Falls, SD 57104

CONTRACT DATE:

FINAL CONTRACT PRICE: 271,150.00

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Co.)

Great American Insurance Company
3460 Washington Drive, Suite 208
Eagan, MN 55122

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Maguire Iron, Inc.
1610 N Minnesota Ave.
Sioux Falls, SD 57104

, CONTRACTOR

hereby approves of the final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Brenham, Texas
200 W Vulcan Street, Suite 206
Brenham, TX 77833

, OWNER,

as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 29th ☐ day of March ☐ 2022 .

Great American Insurance Company ☐

Surety Company

By Sondra Bowden
Signature of Authorized Representative

Sondra Bowden, Attorney-In-Fact
Title

(SEAL)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 21764

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
SONDRA BOWDEN	ALL OF	ALL
MICHAEL M. MAHAN	SIOUX FALLS, SOUTH DAKOTA	\$100,000,000
VAN CARMODY		
CHAD A. DUBISAR		
LORNA M. ANDERSON		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13TH day of MARCH, 2022.

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 13TH day of MARCH, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of March, 2022.



My L C. B.

Assistant Secretary



Regular City Council
AGENDA ITEM 5-C.

Agenda Item: Approve the Appointment of Rachel Eckert Nordt to Fill a Vacancy on the Historic Preservation Board, for an Unexpired Term to Expire on December 31, 2023 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 20, 2022

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

On March 6, 2022, the City Secretary's office was made aware that Paul Homeyer, who formerly held Position 6 of the Historic Preservation Board, resigned from the board due to moving to be closer to family. The Boards Subcommittee of City Council (Canales, Cook, and Saunders) reviewed applications on file and recommended appointing Rachel Eckert Nordt to fill the vacant position. Attached is her application.

ATTACHMENTS:

(1) Rachel Eckert Nordt Application

RECOMMENDED ACTION:

Approve the appointment of Rachel Eckert Nordt to fill a vacancy on the Historic Preservation Board, for an unexpired term to expire on December 31, 2023 and authorize the Mayor to execute any necessary documentation.



REQUEST FOR APPOINTMENT TO
CITY OF BRENHAM
BOARDS AND COMMISSIONS

- ☐ Airport Advisory Board
☐ Board of Adjustments
☐ Brenham Housing Authority
☒ **Historic Preservation Board**
☐ Main Street Board
☐ Planning & Zoning Commission

- ☐ Animal Shelter Advisory Committee
☐ Brenham Community Development Corp
☐ Building Standards Commission
☐ Library Advisory Board
☐ Parks & Recreation Board
☐ Tourism Advisory Board

Name: Nordt Rachel Eckert
(Title) (Last) (First) (Middle)

Residence Address: 2903 Tigerpoint Rd Brenham TX 77833
(Street) (City) (State) (Zip)

Mailing Address: (If different from above)
613 S Austin St Brenham TX 77833
(Street) (City) (State) (Zip)

Preferred Phone and Fax: 979-836-1038 844-879-3933
(Phone) (Fax)

Email Address: rachel.nordt@edwardjones.com

Occupation: Financial Advisor

Employer: Edward Jones

Are you a registered voter in Washington County? ☒ Yes ☐ No

Are you a resident of the City of Brenham? ☐ Yes ☒ No Length of residency: _____

Are you a resident of Washington County? ☒ Yes ☐ No Length of residency: 9 yrs +

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board to which you seek appointment?

☐ Yes ☒ No If yes, explain: _____

Applicant Name: Rachel Eckert Nordt

BACKGROUND

Education/Training: Blinn College / University of Texas

Areas of Interest: Community Service, Historical Preservation, Volunteerism

Current or Past Volunteer Experience/Community Service:

Please specify current or past volunteer experience/community service, if any, on Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities. Additional information may be attached.

Organization: Brenham Rotary Club, Secretary

Organization: Washington County Cattlewomen, Member

Organization: Washington County Chamber of Commerce, Blue Blazers, Recording Secretary

Organization: Heritage Society of Washington County, Past President, Active Board Member

Reasons for seeking appointment: Please attach a brief narrative outlining your interests and qualifications for seeking this appointment. You may also add a resume or any additional documentation.

I have read and understand the instructions and appointment process. I certify that all statements that I have made on this application and other supplementary materials are true and correct. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment. If appointed, I agree to attend a new board member training session conducted by the City Secretary's Office.

Rachel Nordt
Signature

11/3/2021
Date

FILE THIS COMPLETED APPLICATION FORM WITH CITY SECRETARY'S OFFICE ON OR BEFORE 5:00 P.M. ON NOVEMBER 12, 2021.

City of Brenham – Office of the City Secretary
P. O. Box 1059
Brenham, Texas 77834-1059
Phone: 979-337-7567
Fax: 979-337-7568

(Original copy will be kept on file in the City Secretary's office for 12 months from the date of submission)



Rachel E Nordt

Financial Advisor

Office Information

613 S Austin St
Brenham, TX 77833

979-836-1038

rachel.nordt@edwardjones.com

www.edwardjones.com/rachel-nordt

I chose a career with Edward Jones in 2009 because I have a passion for helping others and I am so grateful to be in a career that I love with the support of my family. My husband, Mark, and I, along with our daughter, Noelle, and multiple generations of our family have been privileged to call Brenham home. Our little family of three loves the outdoors, traveling to the beach and making new memories together.

Born and raised in Blue Bell Country, it is my joy to give back to the community that has done so much for me. I am a member of Washington County Cattlewomen, currently serving as secretary for Brenham Rotary and recording secretary for Blue Blazer of the Chamber of Commerce. I am also past president and active board member of the Heritage Society of Washington County.

It's important to choose the right financial advisor for you. The person who shares your values and is committed to seeing your plans through with you – that's your advisor. While some financial advisors will work with anyone to grow their practices to be as large as possible, our office focuses on remaining consistent and efficient in delivery and processes. Rather than trying to be a little something for everyone, we prefer to focus fully on each individual and their financial goals. We will also work closely with you, your CPA, attorney and other professionals to determine the most appropriate strategy for you.

As an Edward Jones financial advisor, I believe it is important to invest my time in understanding you and your goals before you invest your money. Our team spends the time to get to know you personally and learn what's most important to you. We listen carefully to understand what you're working to accomplish – and use highly personalized strategies while partnering with you for your life.

If you would like to see how I can add value to you, please give us a call to discuss how we can help.

We look forward to serving you, your family and our community.

Branch Team

Julia Hill
Branch Office Administrator

Work History

Edward Jones

April 2009 - Present



Regular City Council
AGENDA ITEM 5-D.

Agenda Item: Approve a Noise Variance from the Washington County Ministerial Association for a National Day of Prayer Event to be held on May 5, 2022 at the Washington County Courthouse Gazebo from 11:30 A.M. to 1:15 P.M.

Meeting Type: Regular Meeting-April 20, 2022

Department: Recreation

Staff Contact: Crystal Locke

SUMMARY STATEMENT:

The Washington County Ministerial Association is planning a National Day of Prayer Event to be held on May 5, 2022, from 11:30 A.M. to 1:15 P.M. The event will take place at the Washington County Courthouse Gazebo, and the organizer is requesting a small band. Due to the use of amplified sound equipment, a noise variance is required.

ATTACHMENTS:

(1) National Day of Prayer Noise Variance

RECOMMENDED ACTION:

Approve a noise variance from the Washington County Ministerial Association for a National Day of Prayer Event to be held on May 5, 2022, at the Washington County Courthouse Gazebo from 11:30 A.M. to 1:15 P.M.

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: CALVARY BAPTIST CHURCH
WASH. CO. MINISTERIAL ASSN
2. Name and address of individual making application on behalf of sponsoring organization: _____
BILLY SUTHERLAND
CALVARY BAPTIST 1100 NIEBMUR ST
3. Purpose of the Event: PRAYER & SINGING
4. Location of Event: GAZEBO / COURT HOUSE
5. Date of the event: # 5/5/22
6. Time of Event: 11:30 - 1:15 PM
7. Event Set-up: From: 11:30 To: NOON
Event Clean-up: From: 1 P To: 1:15 P
8. You are required to describe the following:
- a) Types of Activities Planned and any additional information specific to this event: _____
PATRIOTIC MUSIC / PRAYER
CORPORATE PRAYER
- b) Bands/Musical Instruments: PENDING -
- c) Sound amplification equipment: ON GAZEBO - SMALL BAND
- d) Cleanup provisions: MINISTERIAL ASSOCIATION

BILLY SUTHERLAND
Name of Applicant (Printed or Typed)

Date: 2/18/22

[Signature]
Applicant or Authorized Person's Signature

Phone: 713 703 1246

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



Regular City Council
AGENDA ITEM 5-E.

Agenda Item: Approve a Noise Variance from the Brenham Maifest Association for the 132nd Maifest Celebration on May 6th and 7th at Fireman's Park from 11 A.M. to Midnight

Meeting Type: Regular Meeting-April 20, 2022

Department: Recreation

Staff Contact: Crystal Locke

SUMMARY STATEMENT:

The Brenham Maifest Association is planning the 132nd Maifest Celebration on May 6-7, 2022, from 11 A.M. to Midnight. The event will take place at Fireman's Park. The celebration will feature activities that require a noise variance due to amplified sound equipment, including live music and coronation events.

The Brenham Fire Department is working with Maifest and their vendor to obtain the required inspection and paperwork for the fireworks display. If this Noise Variance is approved by Council, the City staff will deliver door hanger notices to residents near Fireman's Park advising them of the noise (live music and fireworks) associated with this event.

ATTACHMENTS:

- (1) Maifest Noise Variance
- (2) Maifest Poster

RECOMMENDED ACTION:

Approve a noise variance from the Brenham Maifest Association for the 132nd Maifest Celebration on May 6th and 7th at Fireman's Park from 11 A.M. to Midnight.



Noise Variance Request

subtitle

Name of sponsoring organization: Brenham Maifest Association

Your Contact Information

Name: Kristen Westbrook

Phone: 979-277-5366

Email: kgwestbrook@gmail.com

Event Details

Purpose: 132nd Maifest Celebration

Location: Fireman's Park

Date: May 6th & 7th

Time: 11am - Midnight

Setup From: 8am **To:** 11am

Clean up From: 11pm **To:** 1am

Types of activities planned and any additional information specific to this event: live music, carnival rides, food vendors, retail vendors, fireworks

Describe activities at this event that require the variance to the noise ordinance: bands, musical instruments, fireworks

Will you use sound amplification equipment? Yes

Cleanup Provisions: Brenham Maifest Association is providing cleanup after practices, coronations, festival, and any other activities. We will have both hired individuals and volunteers in place.

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any court? No

Please identify the offence, State of conviction and penalty imposed:

FIREMAN'S PARK | MAY 6TH & 7TH

20

MAIFEST

22

BRENHAM, TEXAS

JOIN US FOR THE 132ND ANNUAL MAIFEST FESTIVITIES -
A HISTORIC FESTIVAL CELEBRATING THE DEEP GERMAN
HERITAGE OF WASHINGTON COUNTY!

THE PARADE AND CORONATIONS ARE SPECTACULAR EVENTS
FEATURING OUR COMMUNITY'S YOUTH, WHILE THE FESTIVAL
OFFERS GREAT BANDS, DELICIOUS FOOD, AND FUN FOR EVERYONE!



THURSDAY, MAY 5TH

5:00 PM CARNIVAL OPENS

FRIDAY, MAY 6TH

5:00 PM FESTIVAL OPENS | CARNIVAL OPENS

7:00 PM JUNIOR CORONATION

8:30 PM - 11:30 PM MUSIC BY ROYAL DUKES BAND

12:00 AM FESTIVAL CLOSES

SATURDAY, MAY 7TH

10:30 AM PARADE THROUGH DOWNTOWN BRENHAM

11:00 AM FESTIVAL OPENS

11:30 AM - 2:30 PM MUSIC BY THE OOMPAHS

1:00 PM HOME BREW CONTEST

2:00 PM BEER TASTING

3:00 PM BRENHAM SCHOOL OF DANCE

4:00 PM - 7:00 PM MUSIC BY THE SEVEN DUTCHMAN ORCHESTRA

7:00 PM SENIOR CORONATION

8:30 PM - 11:30 PM MUSIC BY
THE COMMON GROUND BAND

12:00 AM FESTIVAL CLOSES





Regular City Council
AGENDA ITEM 5-F.

Agenda Item: Approve a Noise Variance from the Texas Department of Family Protective Services, Washington County Child Welfare Board, and CASA South Central Texas for a Child Abuse Awareness Vigil to be Held on April 24, 2022 at the Washington County Courthouse from 5:00 P.M. to 7:30 P.M.

Meeting Type: Regular Meeting-April 20, 2022

Department: Recreation

Staff Contact: Crystal Locke

SUMMARY STATEMENT:

The Texas Department of Family and Protective Services, Washington County Child Welfare Board, and CASA South Central Texas are planning a Child Abuse Awareness Vigil on April 24, 2022, from 5 P.M. to 7:30 P.M. The event will take place at the Washington County Courthouse Gazebo and the organizer is requesting the use of a speaker and microphone. Due to the use of amplified sound equipment, a noise variance is required.

ATTACHMENTS:

(1) Child Abuse Awareness Vigil Noise Variance

RECOMMENDED ACTION:

Approve a noise variance from the Texas Department of Family Protective Services, Washington County Child Welfare Board, and CASA South Central Texas for a Child Abuse Awareness Vigil to be held on April 24, 2022, at the Washington County Courthouse from 5 P.M. to 7:30 P.M.



Noise Variance Request

For: Child Abuse Awareness Vigil

Name of sponsoring organization: Texas Department of Family and Protective Services, Washington County Child Welfare Board and CASA

Your Contact Information

Name: Christi Yackel

Phone: 979-203-6931

Email: christi.yackel@dfps.texas.gov

Event Details

Event Name: Child Abuse Awareness Vigil

Purpose: To bring awareness to child abuse in our community. Blue Sunday is a national day of prayer for children, families and all those that work in the child welfare system.

Location: Courthouse Gazebo

Date: 4/24/2022

Time: 6pm

Setup From: 5pm **To:** 6pm

Clean up From: 7pm **To:** 7:30pm

Types of activities planned and any additional information specific to this event: We will have a few speakers, a prayer and maybe a song or two. We will be using a portable speaker that has a microphone.

Describe activities at this event that require the variance to the noise ordinance: We will only need a speaker and microphone so guests can hear what is being said by the speakers.

Will you use sound amplification equipment? Yes

Cleanup Provisions: We will only have the speaker and the battery operated candles to retrieve. There will not be any other materials distributed.

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any court? No

Please identify the offence, State of conviction and penalty imposed:



Regular City Council
AGENDA ITEM 6.

Agenda Item: Discussion and Presentation of the City of Brenham Downtown Parklet Manual

Meeting Type: Regular Meeting-April 20, 2022

Department: Main Street

Staff Contact: Jennifer Eckermann

SUMMARY STATEMENT:

In a Work Session item at the December 16, 2021 City Council meeting, we presented general information about parklets. As promised, I'm back with a Parklet Manual for your consideration.

Both the Main Street Design and Economic Vitality Committees assisted in the development of the manual and recommended approval to the Main Street Board. I also met with Director of Development Services Stephanie Doland who made some thoughtful recommendations based on her experience.

The goal of the manual is to present all the information a person interested in developing a parklet in Downtown Brenham will need to know. The manual includes:

- Introduction
- Parklet Process Overview and Eligibility Requirements
- License Agreement
- Design Standards
- Parklet Sponsor Responsibilities
- Eligibility Checklist Form
- Parklet Application

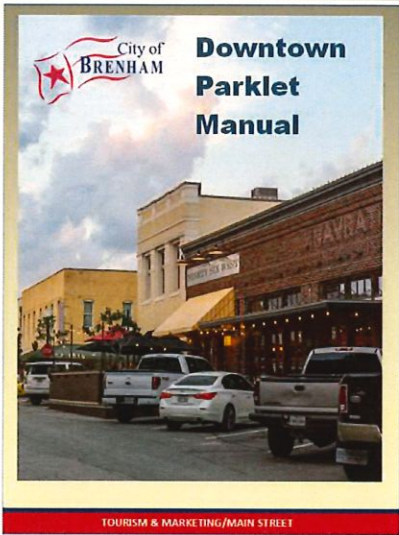
I look forward to reviewing the Parklet Manual with you during the meeting and answering any questions you may have.

ATTACHMENTS:

(1) Parklet Manual Presentation 4.20.22

RECOMMENDED ACTION:

No action; discussion only.



**City of Brenham
Parklet Manual**

**City Council Work Session
April 20, 2022**

1

Parklet Manual Contents



- Introduction
- Parklet Process Overview and Eligibility Requirements
- License Agreement
- Design Standards
- Parklet Sponsor Responsibilities
- Eligibility Checklist Form
- Parklet Application

2

Introduction

- ❑ Parklets provide a public/private partnership for streetscape improvements
- ❑ While funded by private business, parklets provide benefits to the community by attracting more people, and enhancing the downtown experience
- ❑ Introduces two types of parklets:
 - Private:**
allows a restaurant to reserve the space during business hours
 - Public:**
is available for public use at all times

3

Parklet Process Overview

PERMITTING PROCESS:

- Step 1: Complete and submit a Parklet Eligibility Form
- Step 2: Eligibility Determined
- Step 3: Complete Building Permit Application and the Parklet Application
- Step 4: Review and Approval of Parklet License Agreement
- Step 5: Issuance of Permit and Scheduling of Field Inspection



4

Fees

Building Permit Fee:

TBD based on cost of project

Annual Parklet Fee:

Private Parklet	\$500
Public Parklet	\$250



5

Eligibility Requirements

- The parklet must be located in the Downtown Brenham Historic Overlay District.
- The parklet will not be located on TxDOT right-of-way (Main and Alamo Streets).
- The parklet is associated with a business that primarily sells food and/or beverages.
- The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than, or equal to, the footprint of the establishment.
- There is no other parklet on the block (only one is allowed per block face).
- The parklet is within a dedicated parking lane in the right-of-way and will occupy a minimum of two and a maximum of three parking spaces.

6

Eligibility Requirements (con't)

- The parklet will not impede the flow of drainage.
- The parklet will not impede pedestrian or vehicular traffic.
- The parklet must not be placed in a manner that restricts access to any dumpsters, garbage receptacles, private or public utilities (e.g. electrical poles, streetlights, underground utility access, electrical transformer vaults, etc.) nor be placed over any utility appurtenances, fire hydrants, valves, manholes, meters, etc.
- The parklet will not create a site distance/visibility problem for vehicular traffic.
- The sponsor is in good standing with any required payment with the City of Brenham.

7

License Agreement

Terms

One Year – 4 years of extensions

Fee may be paid in full for 5 years at 20% discount. Non-refundable if sponsor does not adhere to the Agreement

Annual payments must be requested in writing. Fees must be paid before extension approvals

8

License Agreement

Terms

Permit is null and void if all application and design requirements are not met

Removal in 5 business days after expiration, or within 5 days after cessation of business

LICENSE AGREEMENT MUST BE APPROVED BY CITY COUNCIL BEFORE APPLICATION IS APPROVED

9

Design Standards

- Platform Standards
- Protective Enclosure of the Parklet
- Protective Elements Between the Parklet and Adjacent Parking Spaces
- Projections Beyond the Parklet



10

Design Standards

- No Advertising
- Durability of Parklet Materials
- ADA Requirements
- Must Not Require Power and Water Connections



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Parklet Sponsor Responsibilities

- Well-maintained and in good repair
- Free of debris, grime and graffiti
- Water and maintain all parklet vegetation
- Pest Control, as needed
- Amplified music is prohibited

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Parklet Sponsor Responsibilities

- In Private Parklets:
 - TABC license must be provided
 - Food served must come from permitted kitchen
 - Food trays, carts, etc. cannot be stored on sidewalk or parklet
 - Non-disposable dishes, etc. must be used to prevent blowing off tables
 - Cooking equipment is prohibited within the parklet

13

Eligibility Checklist Form

PARKLET ELIGIBILITY CHECKLIST FORM

Parklet Eligibility Checklist Form

Individual submission: You completed the Public Eligibility Checklist and wish to submit a written application to your local jurisdiction. Also include a photo or aerial map of the site, identifying the specific parking spaces on which you are proposing to install the parklet. Once the eligibility of a site has been determined, City staff will email the parklet sponsor instructions on how to submit the Permit Application.

CONTACT INFORMATION

Name of person(s) and business sponsoring the parklet: _____

Phone number and email of parklet sponsor: _____

Name and address of business: _____

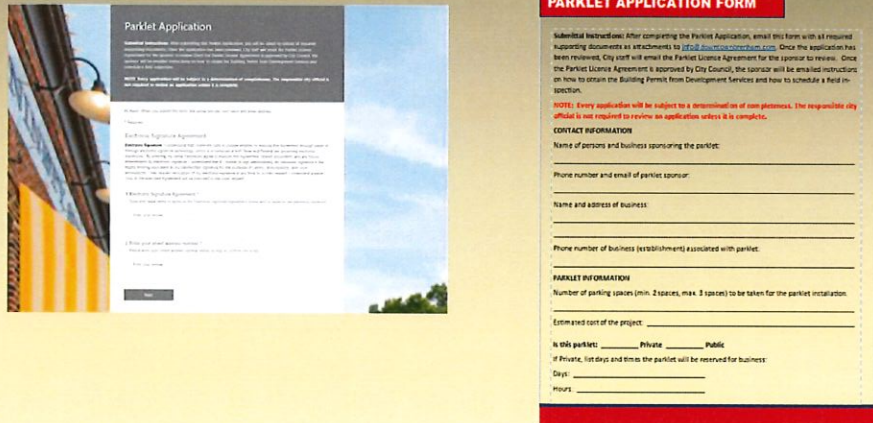
Phone number of business establishment associated with parklet: _____

At this point of the process, drawings of the prepared parklet are not required. However, some information regarding the design, the installation site of the parklet needs to determine the eligibility of the proposed project to submitting a Parklet Application with supporting documents. The standards set forth below are minimum standards and eligibility is determined based on the meeting all requirements as verified by City staff. Place a checkmark in the box next to each standard to indicate the site is in full compliance.

- ☐ The parklet must be located in the Downtown Bremham Historic Overlay District
- ☐ The parklet is not located on T-ROAD right-of-way (Avenue and Adams Streets)
- ☐ The parklet is associated with a business that primarily sells food and/or beverages
- ☐ The parklet is located adjacent to the establishment where street parking spaces exist and is less than or equal to the footprint of the establishment
- ☐ There is no parklet on the block (only one is allowed per block limit)
- ☐ The parklet is within a dedicated parking lane in the right-of-way and will occupy a minimum of five feet and a maximum of three parking spaces.

14

Parklet Application



Parklet Application

Substantial Instructions: After completing the Parklet Application, email this form with all required supporting documents as attachments to 2022@cityofsanfrancisco.gov. Once the application has been reviewed, City staff will email the Parklet License Agreement for the sponsor to review. Once the Parklet License Agreement is approved by City Council, the sponsor will be emailed instructions on how to obtain the Building Permit from Development Services and how to schedule a field inspection.

NOTE: Every application will be subject to a determination of non-compliance. The responsible city official is not required to review an application unless it is complete.

CONTACT INFORMATION

Name of persons and business sponsoring the parklet: _____

Phone number and email of parklet sponsor: _____

Name and address of business: _____

Phone number of business (establishment) associated with parklet: _____

PARKLET INFORMATION

Number of parking spaces (min. 2 spaces, max. 3 spaces) to be taken for the parklet installation: _____

Estimated cost of the project: _____

Is this parklet: ☐ Private ☐ Public

If Private, list days and times the parklet will be reserved for business: _____

Days: _____

Hours: _____

15

Parklet Application

Required Supporting Documents

- Proof of Liability Insurance
- Proof of Consent
- Site Plan
- Parklet Elevations
- Statement of Purpose
- A written description of parklet materials and proposed parklet amenities

16



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discussion and Update on the City of Brenham Comprehensive Plan

Meeting Type: Regular Meeting-April 20, 2022

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

On September 20, 2018, City Council approved a professional services agreement with Planning Consultant, Kendig Keast Collaborative (KKC) for the purposes of developing a Comprehensive Plan update. During the September 19, 2019 Council meeting, the new Comprehensive Plan was adopted. The plan consists of two components: Brenham Today, the existing city report, and Historic Past, Bold Future: Plan 2040, our future city report (Plan 2040). The report includes five topic areas:

1. Land Use and Development
2. Growth Capacity
3. Economic Outlook
4. Transportation
5. Parks and Recreation

Within each of the aforementioned focus areas, the report provides a picture of the strengths and opportunities of the community, areas where investment and growth have been evident and areas where further investment and emphasis is needed.

While the existing city report provided the research and foundation for the City's current needs and strengths, Plan 2040 provides an outlook of the City's future direction, needs, priorities, and action items. Plan 2040 is also broken into the above referenced topic areas and emphasizes how each topic area contributes to a set of six over all guiding principles:

1. Growth and Revitalization Strategies
2. Focusing on Economic Essentials and a Strong Tax Base
3. Housing Costs and Options Inside the City
4. Attention to Brenham's Infrastructure
5. An Even More Livable Brenham
6. New and Improved Implementation Tools to Advance Plan Priorities

Following the analysis about how each focus area can contribute to each of the aforementioned principles is the last section of the plan, Implementation. The Implementation section includes a table of more than 100 action items with an established priority measure, time frame for completion, and involved entities to complete the action items.

During the work session, City Staff from Development Services, Economic Development and Parks and Recreation will provide an update concerning the projects underway, yet to be completed, or completed from the implementation section. The presentation will also include discussions about the Plan's most overwhelming piece of feedback which is the need for additional housing, including a variety of housing and housing for first-time home buyers.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action; discussion only.



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon Approving Resolution No. R-22-020 Adopting the City of Brenham Downtown Parklet Manual

Meeting Type: Regular Meeting-April 20, 2022

Department: Main Street

Staff Contact: Jennifer Eckermann

SUMMARY STATEMENT:

The Main Street Board met Monday, April 4, 2022, and considered recommendations from the Design Committee and the Economic Vitality Committee to approve the City of Brenham Downtown Parklet Manual.

The Board voted to approve the recommendations made by these committees and asks that you adopt the Downtown Parklet Manual for the City of Brenham.

ATTACHMENTS:

- (1) Resolution R-22-020
- (2) COB Downtown Parklet Manual

RECOMMENDED ACTION:

Approve Resolution No. R-22-020 adopting of the City of Brenham Downtown Parklet Manual

RESOLUTION NO. R-22-020

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS ADOPTING A DOWNTOWN PARKLET MANUAL

WHEREAS, the City of Brenham (“City”) is a home-rule municipality located in Washington County, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Section 51.001, Texas Local Government Code, authorizes the City Council of the City of Brenham to adopt rules and regulations for the good government, peace, and order of the municipality, and necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, the City Council desires to enter into private-public partnerships for streetscape improvements and the creation of Parklets in Downtown Brenham; and

WHEREAS, Council desires to adopt uniform standards for the design and construction of Parklets near restaurants in Downtown Brenham; and

WHEREAS, the Main Street Advisory Board recommends the adoption of the new Parklet Manual; and

WHEREAS, it is in the best interest of the City of Brenham to accept the recommendation of the Main Street Advisory Board and adopt the Parklet Manual;

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

- Section 1:** The findings set forth hereinabove are incorporated into the body of this Resolution as if fully set forth herein.
- Section 2:** That Council hereby adopts the Parklet Manual, attached hereto as “Exhibit A,” and incorporated herein for all pertinent purposes.
- Section 3:** That the new Parklet Manual be in full force immediately upon passage and approval and supersede any prior existing policies.

PASSED and APPROVED this 20th day of April 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Downtown Parklet Manual



TOURISM & MARKETING/MAIN STREET

INTRODUCTION

The City of Brenham has created a downtown parklet initiative that provides a public-private partnership for streetscape improvements in the public realm.

Parklets convert curbside parking into vibrant community spaces. They contribute to the aesthetics of the streetscape, provide an economical solution to the need for increased public spaces, and provide amenities such as seating and landscaping.

While parklets are funded and maintained by businesses, they provide benefits to the entire community, as well as to visitors and adjacent businesses. Parklets generate community and economic development by attracting more people to downtown where they shop, eat, relax and experience all Downtown Brenham has to offer.

Two types of parklet opportunities are offered – a Private Parklet that allows a restaurant to reserve the space during business hours, and a Public Parklet that is available for public use at all times.



PARKLET PROCESS OVERVIEW

PERMITTING PROCESS

Step 1: Complete and submit a Parklet Eligibility Checklist Form

After reviewing this manual, the parklet sponsor/applicant must prepare and submit a Parklet Eligibility Checklist Form.

Step 2: Eligibility Determined

Once the Parklet Eligibility Checklist Form is evaluated, City staff will notify the sponsor of the determination of eligibility.

Step 3: Complete Building Permit Application and the Parklet Application

Once the notification of eligibility is received, the sponsor shall submit a Building Permit Application and the Parklet Application, along with the required supporting documents listed on the application.

All parklet designs are required to comply with the Parklet Design Standards found in this Parklet Manual.



PARKLET PROCESS OVERVIEW

Step 4: Review and Approval of Parklet License Agreement

Once the Parklet Application is reviewed by City staff, a Parklet License Agreement will be sent to the sponsor for review.

Once the sponsor has reviewed the Agreement, a date will be set for City Council approval.

Step 5: Issuance of Permit and Scheduling of Field Inspection

Once the Parklet License Agreement is approved by City Council, Development Services will issue the Building Permit and schedule an inspection.

FEES:

Building Permit Fee TBD based on cost of project

Annual Parklet Fee

Private Parklet: \$500

Public Parklet: \$250



ELIGIBILITY REQUIREMENTS

AN ELIGIBILITY CHECKLIST FORM IS AVAILABLE ONLINE AT:

[WWW.CITYOFBRENHAM.COM/MAINSTREET](#) (insert the correct link here!)

The requirements include:

- The parklet must be located in the Downtown Brenham Historic Overlay District.
- The parklet will not be located on TxDOT right-of-way (Main and Alamo Streets).
- The parklet is associated with a business that primarily sells food and/or beverages.
- The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than, or equal to, the footprint of the establishment.
- There is no other parklet on the block (only one is allowed per block face).
- The parklet is within a dedicated parking lane in the right-of-way and will occupy a minimum of two and a maximum of three parking spaces.
- The parklet will not impede the flow of drainage.
- The parklet will not impede pedestrian or vehicular traffic.
- The parklet must not be placed in a manner that restricts access to any dumpsters, garbage receptacles, private or public utilities (e.g. electrical poles, streetlights, underground utility access, electrical transformer vaults, etc.) nor be placed over any utility appurtenances, fire hydrants, valves, manholes, meters, etc.
- The parklet will not create a sight distance/visibility problem for vehicular traffic.
- The sponsor is in good standing with any required payment with the City of Brenham.

LICENSE AGREEMENT

Each License Agreement is for a period of one year, with 4 years of extensions allowed.

The Annual Parklet Fee may be paid in full for the 5-year length of the Agreement at a 20% discount. There will be no refund if the sponsor does not adhere to the Agreement, and the Parklet is required to be removed.

Only one permit is required; however, if paying annually, each Agreement extension must be requested in writing to Main Street by no later than ten (10) working days prior to the end of each year. Once a written request is received, Main Street will initiate a brief department review to determine if an extension will be issued. A permit extension will be considered if there are no issues or violations. Extensions may be subject to additional requirements and/or restrictions. The permit extension request must be submitted via email to info@downtownbrenham.com

The Annual Parklet Fee is required prior to extension approvals.

The permit will be null and void if all applications and design requirements are not met.

All elements of the parklet must be removed within five (5) business days after the expiration of the permit or within five (5) business days after the cessation of the business associated with the permit, whichever occurs first.

**A LICENSE AGREEMENT MUST BE APPROVED BY CITY COUNCIL
BEFORE AN APPLICATION WILL BE APPROVED**



DESIGN STANDARDS

A parklet typically consists of a platform, protective enclosure (protective elements such as planters and railings), and amenities (e.g. benches, chairs, tables, lighting, umbrellas, landscaping). All approved parklets are considered temporary installations. A parklet design that requires a poured concrete platform or drilling into the surface of the street, curb or sidewalk is prohibited. Installation must not damage the street, curb, sidewalk, or any aspect of the public right-of-way.

1. Parklet Platform Standards:

- The design of the platform must accommodate the crown of the road to provide a level walking surface for the parklet.
- The parklet must be ADA accessible.
- Parklet designs must maintain a visual connection to the street and not obstruct seated sight-lines to existing businesses and signage.
- The platform may not have more than a ½" gap from the curb to permit easy access and to avoid tripping hazards.
- The platform must not impede the flow of curbside stormwater drainage.
- Design considerations should include measures to prevent debris buildup beneath the deck.

2. Protective Enclosure of the Parklet:

The parklet must have a continuous protective enclosure along each side, with the exception of the side adjacent to the curb (three sides total). This enclosure will serve as a buffer to users and make the parklet visible to traffic. Enclosures can consist of planters, railings, and/or other visible protective edgings as approved by City staff in the application process. The enclosure should include architectural elements and must be between three (3) feet and four (4) feet in height, measured from the walking surface of the parklet. While not visible from the sidewalk, the parklet's back is highly visible from across the street.

DESIGN STANDARDS

3. Protective (buffering) Elements Between the Parklet and Adjacent Parking Spaces:

The parklet must be buffered from vehicles parking on adjacent parking spaces using wheel stops or planter boxes, which must be placed 4 feet from the parklet. Planter boxes should have a height of 3 feet. At no point should plants in the planter boxes obstruct visibility to moving traffic and parking cars. These wheel stops or planter boxes act as bollards to protect against parking maneuvers.

4. Projections Beyond the Parklet:

No element of the parklet, including umbrellas, is permitted to extend beyond the footprint of the parklet.

5. Advertising:

Any type of advertising in the parklet area, including advertising on umbrellas, is prohibited. No sign permits will be used for parklets.

6. Durability of Parklet Materials:

The parklet should be durable and designed to be outdoors and able to withstand wind stress.

7. ADA Requirements:

Parklets shall be constructed and/or installed to conform to the applicable provisions, rules, regulations, and guidelines of the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS). Parklets may not occupy a designated ADA-accessible parking space.

8. Power and Water Connections:

The design of the parklet must not require power and/or water connections.

PARKLET SPONSOR RESPONSIBILITIES

Parklet sponsors are responsible for the following:

- Keep the parklet well-maintained and in good repair with daily cleaning.
- Keep the parklet free of debris, grime, and graffiti.
- Water and maintain all parklet vegetation.
- Provide pest control as needed.
- Amplified music is prohibited in parklets.
- In Private Parklets:

Alcohol is allowed if proper TABC licenses are provided.

Food can be served if the kitchen facilities are permitted and in good standing.

Food trays, carts, receptacles for dirty dishes, etc. shall not be placed or stored on any portion of the sidewalk or parklet.

Non-disposable dishes, silverware, and linens must be used to prevent items from blowing off tables.

Cooking equipment is prohibited within the parklet.



PARKLET ELIGIBILITY CHECKLIST FORM

Submittal Instructions: After completing the Parklet Eligibility Checklist, email this form as an attachment to info@downtownbrenham.com. Also include a photo or aerial image of the site, identifying the specific parking spaces on which you are proposing to install the parklet. Once the eligibility of a site has been determined, City staff will email the parklet sponsor instructions on how to submit the Parklet Application.

CONTACT INFORMATION

Name of persons and business sponsoring the parklet: _____

Phone number and email of parklet sponsor: _____

Name and address of business: _____

Phone number of business (establishment) associated with parklet: _____

At this point of the process, drawings of the proposed parklet are not required. However, some information regarding the installation site of the parklet is needed to determine the eligibility of the proposal prior to submitting a Parklet Application with supporting documents. The standards set forth below are minimum standards and eligibility is determined based on the site meeting all requirements as verified by City staff. Place a checkmark in the box next to each standard to indicate the site is in full compliance.

- ☐ The parklet must be located in the Downtown Brenham Historic Overlay District
- ☐ The parklet is not located on TxDOT right-of-way (Main and Alamo Streets)
- ☐ The parklet is associated with a business that primarily sells food and/or beverages
- ☐ The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than or equal to the footprint of the establishment
- ☐ There is no parklet on the block (only one is allowed per block face)
- ☐ The parklet is within a dedicated parking lane in the right-of-way and will occupy a minimum of two and a maximum of three parking spaces.

PARKLET ELIGIBILITY CHECKLIST FORM

- ☐ The parklet will not impede the flow of drainage
- ☐ The parklet will not impede pedestrian or vehicular traffic
- ☐ The parklet must not be placed in a manner that restricts access to any dumpsters, garbage receptacles, private or public utilities (e.g. electrical poles, street lights, underground utility access, electrical transformer vaults, etc.) nor be placed over any utility appurtenances, fire hydrants, valves, manholes, meters, etc.
- ☐ The parklet will not create a sight distance/visibility problem for vehicular traffic
- ☐ The sponsor is in good standing with any required payment with the City of Brenham

Please indicate the number and type (parallel or angled) of parking spaces that will be occupied by the proposed parklet: _____ parking spaces

Also indicate the size (length, width, and height) of the proposed parklet: _____

Once completed, print, date sign, and send the form as an attachment to

info@downtownbrenham.com

Signature:

Date:

PARKLET APPLICATION FORM

Submittal Instructions: After completing the Parklet Application, email this form with all required supporting documents as attachments to info@downtownbrenham.com. Once the application has been reviewed, City staff will email the Parklet License Agreement for the sponsor to review. Once the Parklet License Agreement is approved by City Council, the sponsor will be emailed instructions on how to obtain the Building Permit from Development Services and how to schedule a field inspection.

NOTE: Every application will be subject to a determination of completeness. The responsible city official is not required to review an application unless it is complete.

CONTACT INFORMATION

Name of persons and business sponsoring the parklet:

Phone number and email of parklet sponsor:

Name and address of business:

Phone number of business (establishment) associated with parklet:

PARKLET INFORMATION

Number of parking spaces (min. 2 spaces, max. 3 spaces) to be taken for the parklet installation:

Estimated cost of the project: _____

Is this parklet: _____ Private _____ Public

If Private, list days and times the parklet will be reserved for business:

Days: _____

Hours: _____

PARKLET APPLICATION FORM

REQUIRED SUPPORTING DOCUMENTS CHECKLIST:

- ☐ **Proof of Liability Insurance:** Workers Compensation and Employers Liability, and General Liability Insurance is required as detailed in the License Agreement. The policy must include the parklet installation and must be kept in full force throughout the full term of the Parklet Agreement, which begins on the date the permit is issued.
- ☐ **Proof of Consent:** this is a letter with a statement asserting that the owner of the property where the establishment associated with the parklet is located has been in contact and they fully support the proposed parklet installation. The statement must include the name(s) and contact information (i.e. phone number and email address) of the property owner.
- ☐ **Site Plan:** The site plan must demonstrate full compliance with the standards in the Parklet Eligibility Checklist form and the Parklet Design Standards found in the Parklet Manual. A site plan includes but is not limited to showing the location of the business frontage (business associated with the parklet), the width of the existing adjacent sidewalk, width and depth of the parklet, location, and material of the parklet protective elements. Also, show with dash lines the location of parking spaces to be occupied by the parklet installation. Please note that the site plan must be computer-generated, drawn to scale, and stamped by a licensed architect, landscape architect, or engineer. Also, note that all distances and dimensions must be in feet and inches.
- ☐ **Parklet Elevations:** Elevation drawings should identify parklet design, heights, and materials.
- ☐ **Statement of Purpose:** A written statement identifying the purpose of the parklet (e.g. dining, lounging, etc.) and providing parklet installation costs and schedule (number of days it would take to complete the installation once a Building Permit is issued).
- ☐ **A written description of parklet materials and proposed parklet amenities:** (e.g. chairs, tables, benches, umbrellas, landscaping, etc.)

PARKLET APPLICATION FORM

PARKLET SPONSOR RESPONSIBILITIES

The parklet sponsor has an obligation to meet the following responsibilities:

- **Maintain insurance required**
- **Pay for all costs associated with the parklet permits, insurance, installation, maintenance, and eventual removal, as well as the repairs to any elements of the right-of-way that may sustain damages due to the installation, use, or removal of the parklet**
- **Regular maintenance of the parklet. Maintenance includes but is not limited to the following:**
 - Daily removal of trash and debris from the parklet
 - Removal of grime and graffiti on the parklet as needed
 - Removal of trash and debris under the parklet, as needed
 - Watering any landscaping
 - Pest control
 - Repairs as needed to restore the parklet to its original state
- **Sound amplification systems in the parklet are prohibited**
- **No elements or amenities of the parklet are to be stored on the sidewalk or the street**
- **Removal of all the parklet elements within five (5) business days after the expiration of the Parklet License Agreement or within five (5) business days after the cessation of the business associated with the Parklet License Agreement, whichever occurs first.**

Any material misrepresentation or fraudulent information makes this application null and void.

Once completed, print, date sign, and send the form as an attachment to

info@downtownbrenham.com

Signature:

Date:



Regular City Council **AGENDA ITEM 9.**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A - 'Zoning' of the Code of Ordinances and the Official Zoning Map of the City of Brenham to Change the Zoning District from a Mixed Residential Use District (R-2) to a Local Business Residential Mixed Use District (B-1) on 1.202-Acres of Land Currently Addressed as 1003 Hasskarl Drive and Being Further Described as Lot 1 of Fairview Terrace Subdivision, Out of the Arrabella Harrington Survey, Abstract No. 55 in Brenham, Washington County, Texas (Case No. P-22-004)

Meeting Type: Regular Meeting-April 20, 2022

Department: Development Services

Staff Contact: Shauna Laauwe

SUMMARY STATEMENT:

The subject property is an existing 1.202-acre property addressed as 1003 Hasskarl Drive and generally located on the south side of E. Blue Bell Road and on the southwest corner of the Hasskarl Drive and E. Blue Bell intersection. The subject tract is developed with a 6,500 square foot community center that serves the Fairview Terrace Brenham Housing Authority (BHA) residential development.

This rezoning item was presented, and a public hearing conducted before City Council on March 17, 2022. No decision was rendered as there were questions unanswered regarding ownership of the property and proposed uses. A meeting with the applicant representative, Ben Menjares revealed that the Brenham Housing Authority would retain ownership of the property and desired to lease approximately 1,400 square feet of the existing 6,000 square foot Community Center facility for office use and perhaps the 2,500 square foot community room as an event space use. The remaining 2,100 square feet that includes a classroom, computer lab, lounge and porch space would continue as community center use. The proposed uses are in line with the proposed B-1, Local Business Residential Mixed-Use District. In addition, the existing Community Center property and use is not currently required to pay property taxes, however any portion of the building utilized as a commercial use will be subject to property and sales taxes.

In May 2021, BHA platted the subject property and the adjacent property to the south to separate the subject community center property as Lot 1 and the Fairview Terrace residential duplex development property as Lot 2 in anticipation of removing the existing duplexes and constructing a multifamily apartment complex. In July 2021, the Fairview Terrace Apartments construction plans were approved to be located at 909 Hasskarl Drive, which is abutting the subject tract to the south. The Fairview Terrace Apartments will consist of five (5) buildings to house a total of 80 units and a separate club house.

With the addition of a club house, the need for the existing community center that served the previous duplex development, is lessened. The property owner/applicant, Ben Menjares of the Brenham Housing Authority, wishes to expand the allowable uses that may be permitted for possible future commercial use or development of the existing community center. The applicant has requested that the approximate 1.202-acre tract currently zoned R-2, Mixed Residential Use District be rezoned to B-1, Local Business Residential Mixed-Use District.

The future land use map portion of the Historic Past, Bold Future: Plan 2040 Comprehensive Plan suggests the subject property may be appropriate for multifamily uses. The proposed zoning change would allow for the development of the permitted uses found in the B-1, Local Business and Residential Mixed Use District that include business and medical offices, affordable moderate density multifamily residential on sites of two (2) acres or more, and neighborhood shopping. Staff finds that the proposed request is aligned with the goals and land use policies established in the Comprehensive Plan. The requested zoning and associated land uses are appropriate for this location given adjacent zoning designations, existing development in the vicinity, and conformance with the City's adopted future land use map.

If the rezoning is approved, any proposed use or development will undergo a planning permit process to ensure that all zoning, building, and fire codes are met.

The Planning and Zoning Commission held a public hearing on this item on February 28, 2022 meeting and unanimously recommended approval of the zoning request.

ATTACHMENTS:

- | |
|---|
| (1) Ordinance for First Reading
(2) Staff Report |
|---|

RECOMMENDED ACTION:

Approve an ordinance on its first reading amending Appendix A - 'Zoning' of the Code of Ordinances and the Official Zoning Map of the City of Brenham to change the zoning district from a Mixed Residential Use District (R-2) to a Local Business Residential Mixed Use District (B-1) on 1.202-acres of land currently addressed as 1003 Hasskarl Drive and being further described as Lot 1 of Fairview Terrace Subdivision, out of the Arrabella Harrington Survey, Abstract No. 55 in Brenham, Washington County, Texas (Case No. P-22-004)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FROM MIXED RESIDENTIAL DISTRICT (R-2) TO A LOCAL BUSINESS/RESIDENTIAL MIXED-USE DISTRICT (B-1) ON A 1.202 ACRE TRACT OF LAND AS FURTHER DESCRIBED IN THIS ORDINANCE.

WHEREAS, the Brenham Housing Authority, property owner(s) of the 1.202 acres of land generally located on south side of E. Blue Bell Road and on the southwest corner of the Hasskarl Drive and E. Blue Bell Road intersection and addressed as 1003 Hasskarl Drive, and being further described as Lot 1 of the Fairview Terrace Subdivision out of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas, (the "Property"), have requested that the Property be rezoned; and

WHEREAS, the City of Brenham has adopted Appendix A – "Zoning" of the City of Brenham Code of Ordinances, as amended, which divides the City of Brenham into various zoning districts; and

WHEREAS, Appendix A – "Zoning" of the City of Brenham Code of Ordinance authorizes the City Council to grant zoning changes by adopting ordinances amending Appendix A for each individual permanent zoning change; and

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning and Zoning Commission held a public hearing on the requested rezoning; and

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting on February 28, 2022; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

WHEREAS, the City Council deems it appropriate to grant such proposed change in the zoning district classification of the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, THAT APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham are hereby amended by changing the zoning district classification from a Mixed Residential District (R-2) to Local Business/Residential Mixed Use District (B-1) on approximately 1.202 acres of land addressed as 1003 Hasskarl Drive, and further described as Lot 1 of the Fairview Terrace Subdivision out of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas, said area of land being further described and depicted on Exhibit "A" attached hereto and incorporated herein for all pertinent purposes.

SECTION 2. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the ____ day of April 2022.

PASSED and APPROVED on its second reading this the ____ day of May 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"



Aerial Map
103 Hasskarl Dr
Zone Change Request
R-2 to B-1



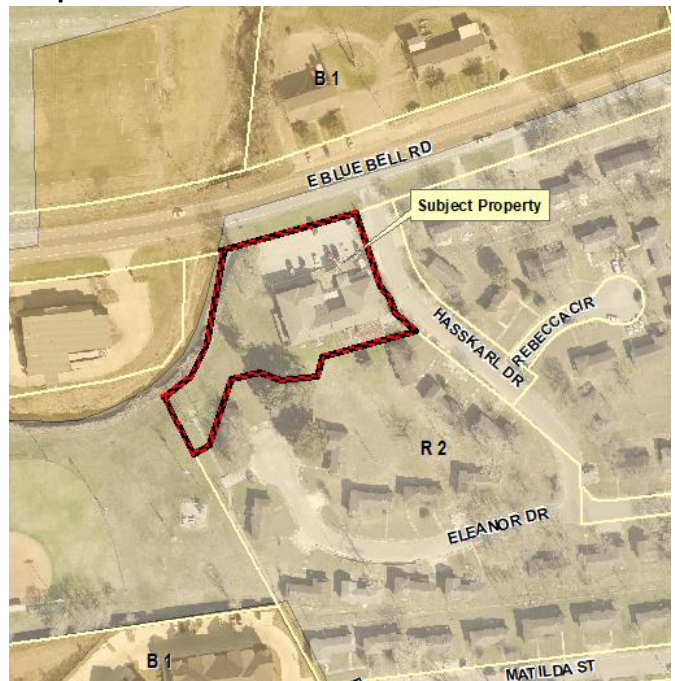
CASE NUMBER P-22-004
ZONE CHANGE REQUEST – 1003 HASSKARL DRIVE

STAFF CONTACT:	Shauna Laauwe, AICP, City Planner
OWNERS/APPLICANTS:	Brenham Housing Authority / Ben Menjares
ADDRESS/LOCATION:	1003 Hasskarl Drive (Exhibit A)
LEGAL DESCRIPTION:	Lot No. 1 of the Fairview Terrace Subdivision out of the Arrabella Harrington Survey, A-55
LOT AREA:	Approximately 1.202 acres
ZONING DISTRICT/USE:	R-2, Mixed Residential District / Community Center for BHA (Exhibit B)
FUTURE LAND USE:	Commercial
REQUEST:	A request to change the zoning classification from Mixed Residential District (R-2) to Local Business/Residential Mixed Use District (B-1) (Exhibit C)

BACKGROUND:

The subject tract consists of a 1.202-acre property addressed as 1003 Hasskarl Drive and generally located on the south side of E. Blue Bell Road and on the southwest corner of the Hasskarl Drive and E. Blue Bell intersection. The subject tract is currently zoned as R-2, Mixed Residential Use District and developed with a 6,500 square foot community center that serves the Fairview Terrace Brenham Housing Authority (BHA) residential development. In May 2021, BHA platted the subject property and the adjacent property to the south to separate the subject community center property as Lot 1 and the Fairview Terrace residential duplex development property as Lot 2 in anticipation of removing the existing duplexes and constructing a multifamily apartment complex. In July 2021, the Fairview Terrace Apartments construction plans were approved to be located at 909 Hasskarl Drive, which is abutting the subject tract to the south. The Fairview Terrace Apartments will consist of five (5) buildings to house a total of 80 units and a separate club house. With the addition of a club house, the

Map 1



need for the existing community center that served the previous duplex development, is lessened. The property owner/applicant, Ben Menjares of the Brenham Housing Authority, wishes to expand the allowable uses that may be permitted for possible future commercial use or development of the existing community center. The applicant has requested that the approximate 1.202-acre tract currently zoned R-2, Mixed Residential Use District be rezoned to B-1, Local Business Residential Mixed-Use District.

ANALYSIS OF CITY OF BRENHAM ZONING POLICIES:

The purpose of zoning policies is to provide guidelines for considering future amendments to the zoning ordinance (Part 1, Section 4 of Appendix A – “Zoning” of the Brenham Code of Ordinances). They are as follows:

- (1) The city's zoning should recognize and seek to preserve the small-town attributes that make Brenham a special place for its citizens to live, work and play. *Please refer to Map 1 on the previous page for a visual of the current zoning described herein.*

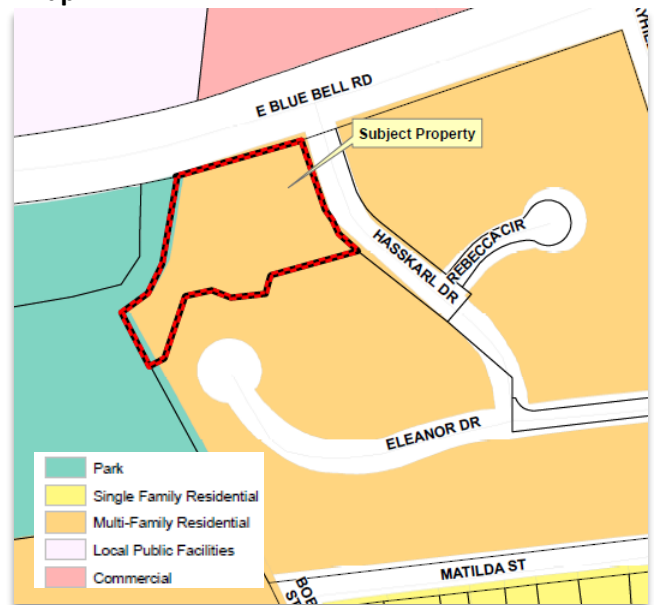
The subject property abuts East Blue Bell Road to the north and is generally located on the southwest corner of the Hasskarl Drive and East Blue Bell intersection. The subject property is comprised of a 1.202-acre lot addressed as 1003 Hasskarl Street and developed as a 6,500 square foot community center for the Brenham Housing Authority's Fairview Terrace development. The subject property and adjacent properties to the south and east are currently zoned R-2, Mixed Residential District and developed as duplexes and a future multifamily apartment complex owned by the Brenham Housing Authority. The abutting properties to the west, north across East Blue Bell Street and further east, across Gayhill Street, are zoned B-1 Local Business/Residential Mixed Use District. The adjacent B-1 property to the west is developed as the Higgins Branch resale shop, while the properties to the north are developed as Hodde & Hodde Surveying offices and a 4-plex apartment. In addition, Henderson Park abuts the property to the southwest and within the park, a portion of Higgins Creek flows between the subject property and the Higgins Branch resale shop property located at 550 E Blue Bell Road. The applicant is not anticipating additional development on the subject property, however rezoning to B-1 would allow for a broader range of residential and commercial uses than the existing residential classification. The B-1 District is established as a medium density, mixed use district to provide convenient locations for neighborhood shopping and for affordable moderate density multifamily housing with easy access to transportation routes and neighborhood shopping. Allowing the proposed rezoning request would allow the approximate 1.202-acre lot and existing community center to be utilized and developed in keeping with the development pattern in the general vicinity and with uses that are compatible to nearby residential properties.

- (2) The city's zoning should be guided by the future land use plan and other applicable guidelines found in the Comprehensive Plan.

As shown in Map 2, the future land use map portion of the Historic Past, Bold Future: Plan 2040 Comprehensive Plan suggests the subject tract may be appropriate for multifamily residential. The

Comprehensive Plan also includes land use policies to help guide land use decisions. Specifically, the Plan finds that regional level commercial is appropriate along major roadways, including freeways, arterials, and some collectors if compatible with the surrounding development. East Blue Bell Road is classified as a TXDOT principal arterial. If the requested zone change were approved, the subject tract would allow for the development of the permitted uses found in the B-1, Local Business and Residential Mixed Use District. Permitted B-1 uses include business and medical offices, affordable moderate density multifamily residential on sites of two (2) acres or more, and neighborhood shopping. Staff finds that the proposed request is aligned with the goals and land use polices established in the Comprehensive Plan.

Map 2



- (3) The city's zoning should be designed to facilitate the more efficient use of existing and future city services and utility systems in accordance with the Comprehensive Plan.

The subject property is currently developed with a 6,500 square foot community center that has existing water lines along E. Blue Bell Road and Hasskarl Drive. In addition, existing gas and sewer lines are located on the southeast corner of the subject lot. If the subject property were to further develop, no utility extensions would be required.

- (4) The city's zoning should be organized and as straight forward as possible to minimize use problems and enforcement problems.

The proposed zone change, if approved, will be reflected on the City of Brenham zoning map available for citizen viewing on the City of Brenham homepage.

- (5) The city's zoning process should be fair and equitable, giving all citizens adequate information and opportunity to be heard prior to adoption of zoning amendments.

Property owners within 200 feet of the project site were mailed notifications of this request on February 15, 2022. The Notice of Public Hearing was published in the *Brenham Banner* on February 16, 2022. As of the date of this staff report, no public comments have been received. Any comments submitted to staff will be provided in the Planning & Zoning Commission and City Council during the public hearing.

- (6) The city's zoning should insure that adequate open space is preserved as residential and commercial development and redevelopment occur.

The applicant has not stated additional redevelopment plans at this time, however if approved, the property will be required to adhere to minimum building setbacks and maximum impervious coverage requirements for property zoned B-1, Local Business/Residential Mixed Use District. In the event that the subject property is further developed, depending on the type of use, landscaping and buffer yard requirements may also be warranted along the shared property line with the residential

property to the south. Staff finds that the requirements will ensure that adequate open spaces is preserved on the subject property.

- (7) The city's zoning should insure Brenham's attractiveness for the future location of business and housing by preserving an attractive and safe community environment in order to enhance the quality of life for all of its residents.

Staff finds that the requested zoning and associated land uses are appropriate for this location given adjacent zoning designations, existing development in the vicinity, and conformance with the City's adopted future land use map.

- (8) The city's zoning ordinance should preserve neighborhood culture by retaining and promoting land uses consistent with the community's plan for the development and/or redevelopment of its neighborhoods.

Rezoning the approximate 1.202-acre tract of land to B-1 will allow the subject property to be operated with additional commercial uses in accordance with property in the immediate vicinity to the west and north. The abutting property to the west is developed as Higgins Branch resale shop, with additional B-1 properties located to the north across E. Blue Bell Road that are developed as a multifamily residential 4-plex directly to the north and Hodde & Hodde Surveying to the northeast. Furthermore, a large B-1 District section is located to the west of the subject property along both frontages of E. Blue Bell Road from the adjacent property to Santa Fe Avenue (See Map 3). To the northeast along the north side of E. Blue Bell Road is a B-2, Commercial Research and Technology District that stretches to State Hwy 105. The adjacent and surrounding properties to the south and southeast are predominantly R-2, Mixed Residential District and developed as duplexes and multifamily residential.

The proposed B-1 zoning would allow for neighborhood commercial uses such as offices and light retail that are suited for the nearby residential neighborhoods to the south. Depending on the type of development, minimum buffer yard requirements between the property and adjacent residential uses to the south may be mandatory. Buffer yard requirements are established to preserve existing neighborhoods and ensure adjacent property develops in a manner compatible to nearby land uses.

Map 3



- (9) The city's zoning should protect existing and future residential neighborhoods from encroachment by incompatible uses.

Staff finds that rezoning the property will protect and not adversely affect adjacent existing and future residential neighborhoods due to the City's adopted development standards including requirements related to buffer yards, screening, setbacks, drainage, and landscaping. Currently, residential properties abut the subject tract to the south and to the east, across Hasskarl Drive. The residential duplexes abutting the subject property to the south have been demolished and is the location of the new apartment complex known as Fairview Terrace Apartments. The Fairview Terrace Apartments will consist of a total of five (5) apartment buildings with a total of 80 units and a separate club house building. Since the new apartment development will have a common area/community space the need for the existing community center is diminished. The existing community center on the subject tract once served the Fairview Terrace residential duplex development. The proposed rezoning would allow the community center to offer small-scale commercial retail or office space that would be an added benefit to both the Fairview Terrace residents and surrounding neighborhoods.

- (10) The city's zoning should assist in stabilizing property values by limiting or prohibiting the development of incompatible land uses or uses of land or structures that negatively impact adjoining properties.

Staff is unable to determine any destabilizing effects on the neighboring properties should this rezoning request be approved. The proposed B-1 zoning for the subject property is aligned with the adjacent properties surrounding this tract.

- (11) The city's zoning should make adequate provisions for a range of commercial uses in existing and future locations that are best suited to serve neighborhood, community, and regional markets.

If approved, the proposed rezoning will allow the existing community center to lease space to an office or small retail use. The site could also be further developed with additional retail, office, and other neighborhood commercial uses. The B-1 District is broader, than the existing R-2 District zoning designation, as the B-1 District allows both the permitted uses of the R-2 District and moderate neighborhood commercial uses. The permitted commercial uses will likely benefit the developed neighborhoods and multifamily that are within proximity of the subject tract. Vacant, B-1 and B-2 commercial properties are in the general vicinity of the subject tract to the north along E. Blue Bell Road. Staff believes that the proposed zoning change, if approved, will not negatively affect vacant land classified for commercial uses.

- (12) The city's zoning should give reasonable accommodation to legally existing incompatible uses, but it should be fashioned in such a way that over time, problem areas will experience orderly change through redevelopment that gradually replaces the nonconforming uses.

The subject tract is currently developed with a community center that is a permitted use in the requested B-1 District. The requested zoning would allow the existing community center to legally lease a portion or all the building as commercial space.

- (13) The city's zoning should provide for orderly growth and development throughout the city.

Staff finds that the proposed rezoning change will allow for the orderly growth and development in the general vicinity and throughout the city. Furthermore, the proposed rezoning is in accordance with the City's adopted Future Land Use Map and Comprehensive Plan.

STAFF RECOMMENDATION:

Based on the evidence and findings above, Staff recommends **approving** the proposed rezoning of the 1.202-acre tract generally located at 1003 Hasskarl Drive to B-1, Local Business Residential Mixed Use District.

EXHIBITS:

- A. Aerial Map
- B. Zoning Map
- C. Future Land Use Map
- D. Cover Letter
- E. Site photos

EXHIBIT "A"
AERIAL MAP



Aerial Map
1003 Hasskarl Dr
Zone Change Request
R-2 to B-1



EXHIBIT "B"
ZONING MAP



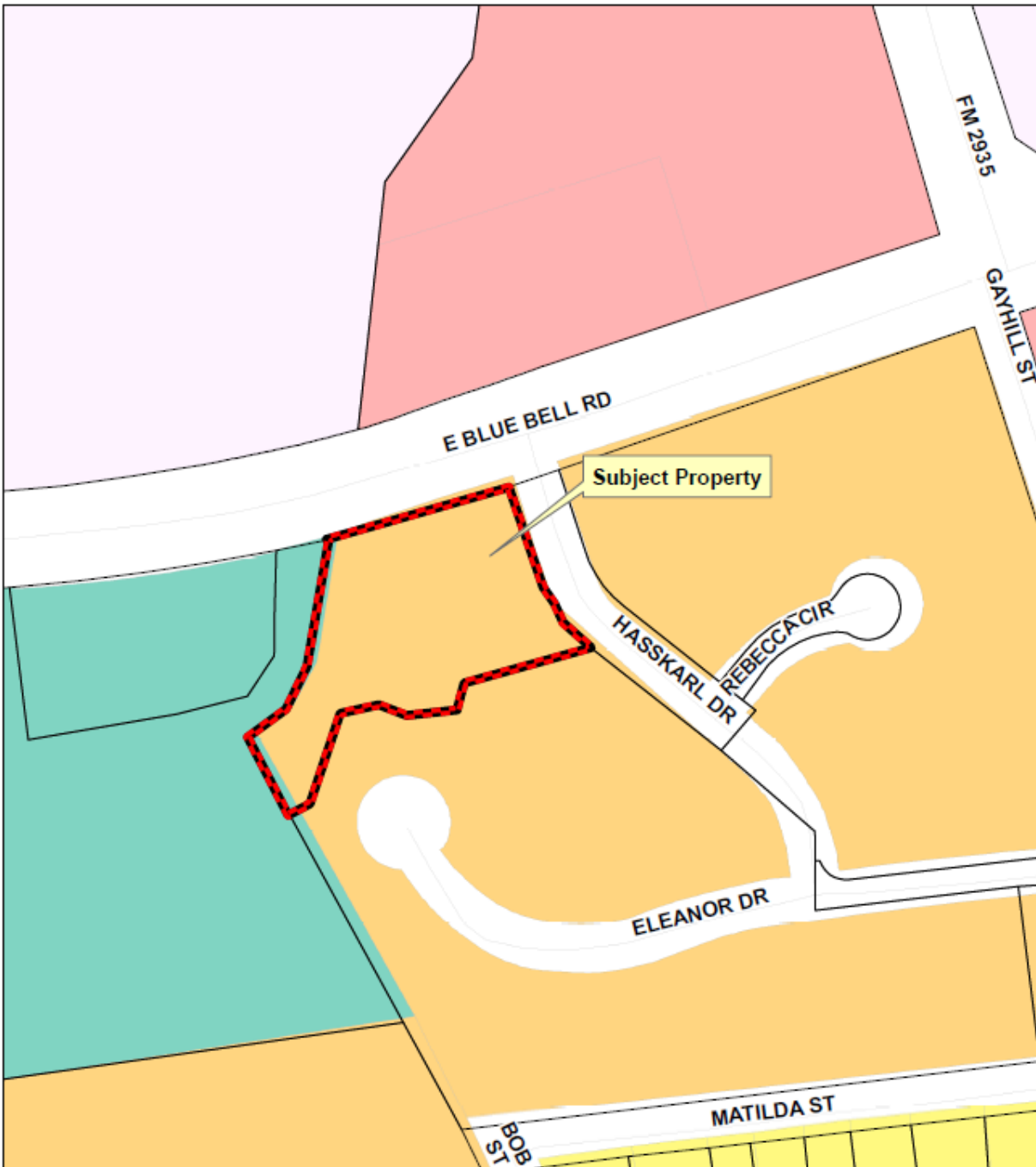
Legend

-  B1 Local Business Mixed
-  B2 Commercial Research and Technology
-  R2 Mixed Residential

Zoning Map
1003 Hasskarl Dr
Zone Change Request
R-2 to B-1



EXHIBIT "C"
FUTURE LAND USE MAP



Future Land Use Plan

FLU_FINAL

-  Park
-  Single Family Residential
-  Multi-Family Residential
-  Local Public Facilities
-  Commercial

Future Land Use Map
1003 Hasskarl Dr
Zone Change Request
R-2 to B-1



EXHIBIT "D"
ZONE CHANGE COVER LETTER



Brenham Housing Authority

January 21, 2022

Re: Rezoning of Brenham Community Center located at 1003 Hasskarl Drive

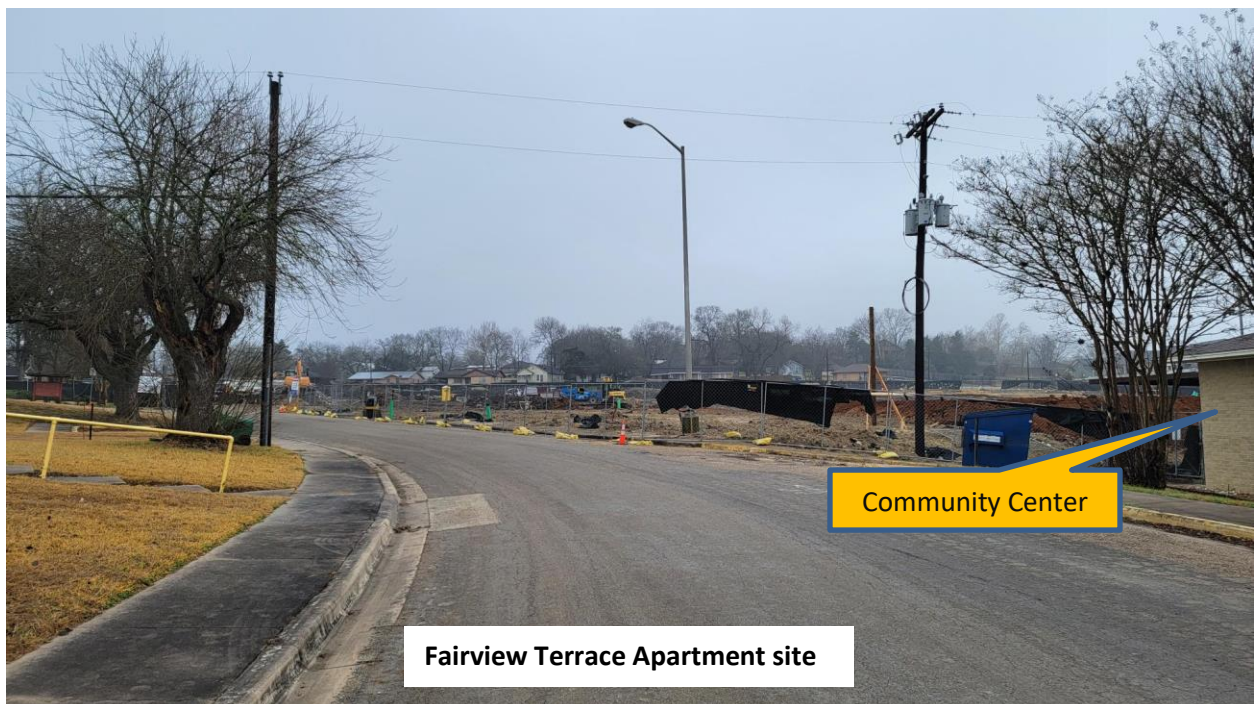
Dear City of Brneham,

With the construction of 80 new units located at Fairview Terrace, Brenham Housing Authority hopes to continue to redevelop the land that is adjacent to the Brenham Community Center. It is our hope to lease some or all of the Community Center building to small businesses or service providers. In order to attract small businesses, BHA is requesting that the zoning of these 1.2 acres be changed from R-2 to B-1. This is in harmony with the zoning of other neighboring properties along the 577 highway.

Sincerely,


Ben Menjares, Executive Director

EXHIBIT "E"
SITE PHOTOS





Hasskarl Drive to the east – remaining duplexes



Facing North across E. Blue Bell Street



Henderson Park / Higgins Creek to the west



E. Blue Bell facing west



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Fifth Asset, Inc. d/b/a DebtBook for the Purchase of Lease and Debt Accounting Software Application and Support Services and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 20, 2022

Department: Finance

Staff Contact: Stacy Hardy

SUMMARY STATEMENT:

Effective with the fiscal year ending September 30, 2022, The City will be required to implement Governmental Accounting Standards Board (GASB) Statement No. 87 - Leases. GASB 87 requires governmental entities to consolidate lease agreements (lessee and lessor - copiers, vehicles, real estate, airport hangars, water towers, etc.), test each agreement to determine whether it is subject to the reporting requirements, calculate lease beginning balances and schedules, and update financial statements and note disclosures with this new information.

Due to the number of leases we have identified (around 50 so far), it has been recommended that a lease management and accounting software package be utilized to assist us with the tracking of the leases and performing the needed calculations and note disclosures for the financial statements. Staff has participated in live demonstrations for three different software packages (DebtBook, LeaseQuery and Visual Lease). Based on the features and services offered, DebtBook is being recommended as our preferred choice for this software purchase. Although DebtBook is not the least expensive of the three that were evaluated, this software will not only provide the needed GASB 87 lease accounting services, unlike the other vendors we considered, it can also be utilized to track debt obligations which we currently capture manually with Excel spreadsheets.

DebtBook was extremely user friendly and included with implementation, they will analyze and input all initial data into the software based on the lease agreements we provide to them. We have reached out to several cities that are currently in the implementation process with DebtBook for GASB 87 or that have been using DebtBook for their debt management software. All reference checks were favorable. A summary of the three software vendors comparable annual costs are shown below:

DebtBook: \$9,750/year for 3 years

LeaseQuery: \$7,140/year for 3 years; requires upfront payment for all 3 years

Visual Lease: \$9,000/year for year one, \$6,500/year for subsequent years

Note: This software will also be utilized to comply with GASB Statement No. 96 - Subscription Based IT Arrangements which becomes effective in FY23. If approved, we will begin implementation immediately so that the software will be in place and utilized for the fiscal year ending September 30, 2022.

ATTACHMENTS:

- | |
|--|
| (1) DebtBook Quote
(2) DebtBook Agreement |
|--|

RECOMMENDED ACTION:

Approve an agreement between the City of Brenham and Fifth Asset, Inc. d/b/a DebtBook for the purchase of lease and debt accounting software application and support services for a three-year subscription at an annual cost of \$9,750.00 per year and authorize the Mayor to execute any necessary documentation.
--



Brenham, TX

Brenham, TX
200 W. Vulcan
Brenham, TX 77833
US

Stacy Hardy
Controller/CPA
shardy@cityofbrenham.org
979-337-7570

Reference: 20220211-132353581

Quote created: February 11, 2022

Quote expires: April 30, 2022

Quote created by: Kal Kadah

Regional Sales Director

Products & Services

Item & Description	Quantity	Unit Price	Total
'22 Implementation Charge: Tier 2 This covers the cost of our full-service implementation process for your organization.	1	\$0.00	\$0.00
'22 Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers onboarding, unlimited users, external sharing, support and training.	1	\$9,750.00 / year	\$9,750.00 / year for 3 years

Subtotals

Annual subtotal \$9,750.00

Total \$9,750.00

Questions? Contact me



Kal Kadah
Regional Sales Director

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide **City of Brenham, TX, a Texas home-rule municipal corporation ("Customer")** with the Services subject to the terms established in this Order Form. This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions (the "**Terms & Conditions**"), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Details

Effective Date: 04/20/2022

Initial Term End Date: 04/19/2025

Initial Pricing Tier: Tier 2

Billing Frequency: Annually

Payment Terms: Net 30

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the initial implementation and onboarding process, DebtBook will provide Customer with the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer a recurring Subscription Fee for Customer's ongoing access to the Application Services and Support Services in accordance with DebtBook's February 11, 2022 quote number 20220211-132353581, which is attached hereto and incorporated herein for all pertinent purposes.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of debt and lease obligations outstanding at the time of determination. The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its total number and amount of debt and lease obligations currently outstanding and will not change during the Initial Term, regardless of (1) the actual number or amount of the Customer's debt and lease obligations implemented as part of the Implementation Services or (2) any changes during the Initial Term to Customer's debt and lease obligations.

Billing. Unless otherwise provided in the Customer Terms, all Fees will be due and payable in accordance with the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Initial Term is subject to renewal on the terms set forth in the Terms & Conditions. The pricing tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's debt and lease obligations outstanding at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by (1) this Order Form, (2) the Terms & Conditions, (3) the Incorporated Documents, and (4) any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Public Records. DebtBook acknowledges and agrees that the Customer is a political subdivision subject to the Texas Public Information Act and other laws governing access to and disclosure of records, documents, and information in the possession of or under the control of the Customer, and notwithstanding any other provision of the Agreement, DebtBook shall disclose any record, document, or other information in accordance with any ruling or opinion of the Texas Attorney General's Office or other agency having jurisdiction concerning access to or disclosure of any record, document, or information in the possession of or under the control of the Customer.

Jurisdiction & Venue. Notwithstanding anything in Section 12(a) of the Terms & Conditions to the contrary, any claim arising out of the Agreement may be brought in the state or federal courts located in Washington County, Texas. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding, and waives any jurisdictional or venue defenses otherwise available.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

BRENHAM, TEXAS

By: _____
Name: Tyler Traudt
Title: CEO

By: _____
Name: Milton Y. Tate, Jr.
Title: Mayor

Notice Address

300 W. Summit Avenue, Suite 110
Charlotte, NC 28203
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

Notice Address

200 W. Vulcan
Brenham, TX 77833
Attention: Stacy Hardy
shardy@cityofbrenham.org

Billing Contact

200 W. Vulcan
Brenham, TX 77833
Attention: Stacy Hardy
shardy@cityofbrenham.org

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Services**” means DebtBook's debt and lease management software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions for new features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a governmental entity, the state in which Customer is located. Otherwise, “Governing State” means the State of North Carolina.

“**Implementation Services**” means onboarding and implementation services, including entry of relevant data, as necessary to make the Application Services available to the Customer during the Initial Term.

“**Incorporated Documents**” means, collectively, the Privacy Policy, the Documentation, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated

Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

“Initial Term” means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

“Order Form” means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term, including, in each case, any applicable Order Form Supplement.

“Order Form Supplement” means any Order Form Supplement expressly referenced and incorporated by reference into any Order Form.

“Privacy Policy” means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

“Renewal Term” means any renewal term established in accordance with the terms of the Agreement.

“Services” means, collectively, the Application Services, the Implementation Services, and the Support Services.

“SLA” means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

“Support Services” means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

“Term” means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

“Usage Policy” means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) **Provision of Access.** Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) **Documentation License.** Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) **Customer Responsibilities.** Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) **Use Restrictions.** Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party and make a reasonable effort to obtain a protective order; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) Unless prohibited by applicable law, on the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR

WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD

PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) **Amendment; Waiver.** No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a “**Notice**”) must be in writing and addressed, if to Customer, to the recipients and addresses set forth on the Order Form (or to such other address as Customer may designate from time to time in accordance with this Section). All Notices to DebtBook must be addressed to the recipients and addresses set forth at <https://www.debtbook.com/legal>. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party’s reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) **Marketing.** Neither party may issue press releases related to the Agreement without the other party’s prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon a License Agreement Between the City of Brenham and Stylecraft Builders Inc. Related to Parking Within the Public Right-of-Way, Along Trellis Pass, in the Vintage Farms Subdivision and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 20, 2022

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

In December of 2018, a Planned Development District (PDD) zoning ordinance amendment was approved by City Council for the Vintage Farms Subdivision. Since December 2018, Stylecraft has begun and completed infrastructure associated with Phases 1-3 of the subdivision with Phases 4 and 5 currently under construction. Per the PDD, Stylecraft agreed that the 52-acre tract now known as Vintage Farms would primarily be development with single-family residential home construction. However, the PDD included approximately 2.3-acres of land to be developed with multiple family development. Stylecraft has submitted for approval by the Plan Review Committee civil construction plans for the infrastructure of said 2.3-acres and intends to develop 57 townhome units.

Included in the civil construction plans are plans for nine parking spaces to be located partially in the right-of-way to be dedicated to the City of Brenham. Townhome development includes shared party walls and narrow lot sizes (30' wide). As such, guest or community parking is typically challenging to accommodate on-site and results in additional on-street parking. To accommodate the future residents of the townhome community, Stylecraft proposes to construct these nine head-in parking spaces to allow for additional parking within the development. The proposed parking spaces are planned to be located along the extension of Trellis Court with about half of the parking space in the right-of-way and the remainder in dedicated common areas to be maintained by the homeowners association in perpetuity.

Improvements located within the public right-of-way are permitted with prior approval of a license agreement. Please find enclosed a license agreement for the proposed nine parking spaces to be located in the right-of-way of Trellis Court. If approved, the parking spaces will be constructed in conjunction with the civil infrastructure for the subdivision phase.

Staff recommends approval of this license agreement. The agreement includes the requirement that the licensee hold the City of Brenham harmless in the event of damage or accident and allows the City to terminate the agreement by providing the licensee 90 days notice. Included for clarity within the license agreement are two exhibits. First, the subdivision plat and secondly, the portion of the proposed right-of-way to be utilized by Stylecraft. If approved, the license agreement will be executed upon construction of the infrastructure improvements.

ATTACHMENTS:

- (1) License Agreement
- (2) Exhibit A
- (3) Exhibit B

RECOMMENDED ACTION:

Approve a license agreement between the City of Brenham and Stylecraft Builders, Inc. for right-of-way parking at Trellis Pass, located within the Vintage Farms Subdivision, and authorize the Mayor to execute any necessary documentation.

STATE OF TEXAS

§

LICENSE AGREEMENT

§

COUNTY OF WASHINGTON §

THIS AGREEMENT is made by and between City of Brenham, a Texas home-rule municipality (hereinafter referred to as "City") and Ranier & Son Development Company, LLC, a Texas Limited Liability Company, (hereinafter referred to as "Licensee") acting by and through its authorized representative.

WITNESSETH:

WHEREAS, Licensee wishes to develop the 13.711 acre tract of land in Brenham, Texas, commonly known as the Vintage Farms Townhomes, more particularly described as a replat of Reserve C, 8.360 Acres and Reserve D, 5.351 Acres, Vintage Farms Phase 1, out of the Phillip Coe Survey, A-31, Recorded in Cabinet 694 B of the Official Records of Washington County, Texas, (the "Property") as shown in Exhibit A which is incorporated herein for all purposes; and

WHEREAS, Licensee desires to construct parking spaces and related improvements (hereinafter referred to as the "Improvements") which encroach within a portion of the City's Trellis Court right-of-way (said portion of the right-of-way referred to hereinafter as the "Licensed Premises") as shown on the attached Exhibit B which is incorporated herein for all purposes; and

WHEREAS, Licensee has requested the City allow Licensee to use and occupy the Licensed Premises for Licensee's Improvements as shown in Exhibit B; and

WHEREAS, the Licensee has agreed, as consideration for such license, to indemnify the City for any damages or injuries that may result as a result of the encroachment and has further agreed that no enlargement, expansion or alteration shall be made to the Improvements without the written approval of the City;

NOW THEREFORE, in consideration of the covenants contained herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of License; Consideration**: City hereby grants Licensee a revocable license for the purpose of allowing the Improvements shown on Exhibit B to encroach within the Licensed Premises and for the Licensee to maintain and use the Improvements within the Licensed Premises to the extent of the permitted encroachment. As consideration for the grant of this License the Licensee agrees that the Improvements shall not be expanded, enlarged or altered in any way without the prior written approval of the City.

2. **Term:** The term of this License shall be perpetual, subject, however, to termination by the City as provided herein.
3. **Non-exclusive:** This License is nonexclusive and is subject to any existing utility, drainage or communications facilities located in, on, under or upon the Trellis Court right-of-way, to any utility or communication company, public or private, to all vested rights presently owned by any utility or communication company, public or private for the use of the Trellis Court right-of-way for facilities presently located within the boundaries of the right-of-way and to any existing lease, license, or other interest in the Trellis Court right-of-way granted by City to any individual, corporation or other entity, public or private.
4. **Assignment:** Licensee may assign its rights and obligations under this Agreement to the Vintage Farms Subdivision Owners Association, Inc., a Texas nonprofit corporation ("HOA"). If Licensee chooses to exercise this right, it shall require the HOA, by written instrument recorded in the Official Records of Washington County, Texas, to expressly assume and warrant to perform this Agreement in the same manner and to the same extent that the Licensee would be required to perform it if no such assignment had taken place. Any assignment not expressly permitted herein shall be null and void unless prior written consent has been received from the City.
5. **Environmental Protection:** Licensee shall not use or permit the use of the Licensed Premises for any purpose that may be in violation of any environmental laws or regulations, and any amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the Licensed Premises will not result in the disposal or other release of any hazardous substance or solid waste in, on, upon, under or to the Licensed Premises, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged in, on, upon, under or onto the Licensed Premises or property adjoining the Licensed Premises by Licensee. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. **LICENSEE SHALL INDEMNIFY AND HOLD CITY HARMLESS AGAINST ALL COSTS, EXPENSES, FINES AND FEES RELATED TO ENVIRONMENTAL CLEANUP**

OF THE LICENSED PREMISES AND SURROUNDING THE LICENSED PREMISES RESULTING, DIRECTLY OR INDIRECTLY, FROM LICENSEE'S USE OF THE LICENSED PREMISES UNDER THIS LICENSE.

6. **Mechanic's liens not permitted:** Licensee shall fully pay for all labor and materials used in, on, or about the Licensed Premises and will not permit or suffer any mechanic's or material liens of any nature to be affixed against the Licensed Premises by reason of any work done or materials furnished to the Licensed Premises at Licensee's insistence or request.
7. **Future City use:** This License is made expressly subject and subordinate to the right of City to use the Licensed Premises for any public purpose whatsoever. In the event that City shall, at any time subsequent to the date of this Agreement, at its sole discretion, determine that the relocation or removal of the Improvements shall be necessary or convenient for City's use of the Licensed Premises, Licensee shall at its sole cost and expense make or cause to be made such modifications or relocate said Improvements so as to not interfere with the City's or City's assign's use of the Licensed Premises. A minimum of ninety (90) days written notice for the exercise of the above action shall be given by City, and Licensee shall promptly commence to make the required changes and complete them as quickly as possible in compliance with the required date of completion established in the written notice from the City, or Licensee shall reimburse City for the cost of making such required changes in the event Licensee fails to timely make the changes by the required date of completion established by the City.
8. **Duration of License:** This License shall terminate and be of no further force and effect in the event Licensee shall discontinue or abandon the use of the Improvements, or in the event Licensee shall remove the Improvements from the Licensed Premises, or upon termination of the License by City whichever event first occurs; or, in the event that the City abandons the Licensed Premises, then this Agreement shall be of no further effect.
9. **Compliance with Laws:** Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee.
10. **INDEMNIFICATION:** LICENSEE SHALL DEFEND, PROTECT AND KEEP CITY FOREVER HARMLESS AND INDEMNIFIED AGAINST AND FROM ANY PENALTY, OR ANY DAMAGE, OR CHARGE, IMPOSED FOR ANY VIOLATION OF THE LAW, ORDINANCE, RULE OR REGULATION ARISING OUT OF THE USE OF THE LICENSED PREMISES BY THE LICENSEE, WHETHER OCCASIONED BY THE NEGLIGENCE OF LICENSEE, ITS

EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS, CONTRACTORS OR ASSIGNS OR THOSE HOLDING UNDER LICENSEE. LICENSEE SHALL AT ALL TIMES DEFEND, PROTECT AND INDEMNIFY AND IT IS THE INTENTION OF THE PARTIES HERETO THAT LICENSEE HOLD CITY HARMLESS AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, OR EXPENSE, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR FROM ANY ACCIDENT OR OTHER OCCURRENCE ON OR ABOUT THE LICENSED PREMISES CAUSING PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM USE OF THE LICENSED PREMISES BY LICENSEE, ITS AGENTS, EMPLOYEES, VOLUNTEERS, STUDENTS AND INVITEES, EXCEPT WHEN CAUSED BY THE WILLFUL MISCONDUCT OR NEGLIGENCE OF CITY, ITS OFFICERS, EMPLOYEES OR AGENTS, AND ONLY THEN TO THE EXTENT OF THE PROPORTION OF ANY FAULT DETERMINED AGAINST CITY FOR ITS WILLFUL MISCONDUCT OR NEGLIGENCE. LICENSEE SHALL AT ALL TIMES DEFEND, PROTECT, INDEMNIFY, AND HOLD CITY HARMLESS AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, OR EXPENSE, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING FROM THE LICENSEE'S USE OF THE LICENSED PREMISES AND FOR ANY FAILURE OF LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, CONTRACTORS OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREOF.

11. **Action upon termination:** At such time as this License may be terminated for any reason whatsoever, Licensee, within ninety (90) days after written request by City, shall remove all Improvements and appurtenances owned by it, situated in, under, on or within the Licensed Premises and shall restore such Licensed Premises to substantially the condition of the Licensed Premises prior to Licensee's encroachment at Licensee's sole expense. This paragraph 11 shall survive termination of the License and termination of this Agreement.
12. **Termination:** This Agreement may be terminated in any of the following ways:
 - a. Written agreement of both parties;
 - b. By City giving Licensee at least ninety (90) days prior written notice of termination;
 - c. By City upon failure of Licensee to perform its obligations as set forth in this Agreement;
 - d. By the City or Licensee abandoning the Licensed Premises.

13. **Notice:** When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth below their signature. Either party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.
14. **Governing law:** This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in a court of competent jurisdiction in Washington County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.
15. **Exhibits:** Any and all Exhibits attached to this Agreement are incorporated herein by reference.
16. **Binding effect:** This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors and assigns.
17. **Entire Agreement:** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.
18. **Recitals:** The recitals to this Agreement are incorporated herein by reference.

EXECUTED and effective this _____ day of _____, 2022.

LICENSOR: CITY OF BRENHAM

Date: _____

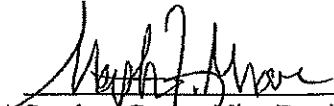
Milton Y. Tate, Jr., Mayor
City of Brenham, Texas
P.O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, TRMC, City Secretary
City of Brenham, Texas

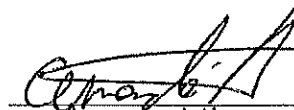
LICENSEE: RANIER & SON DEVELOPMENT COMPANY, LLC

Date: 3/29/2022



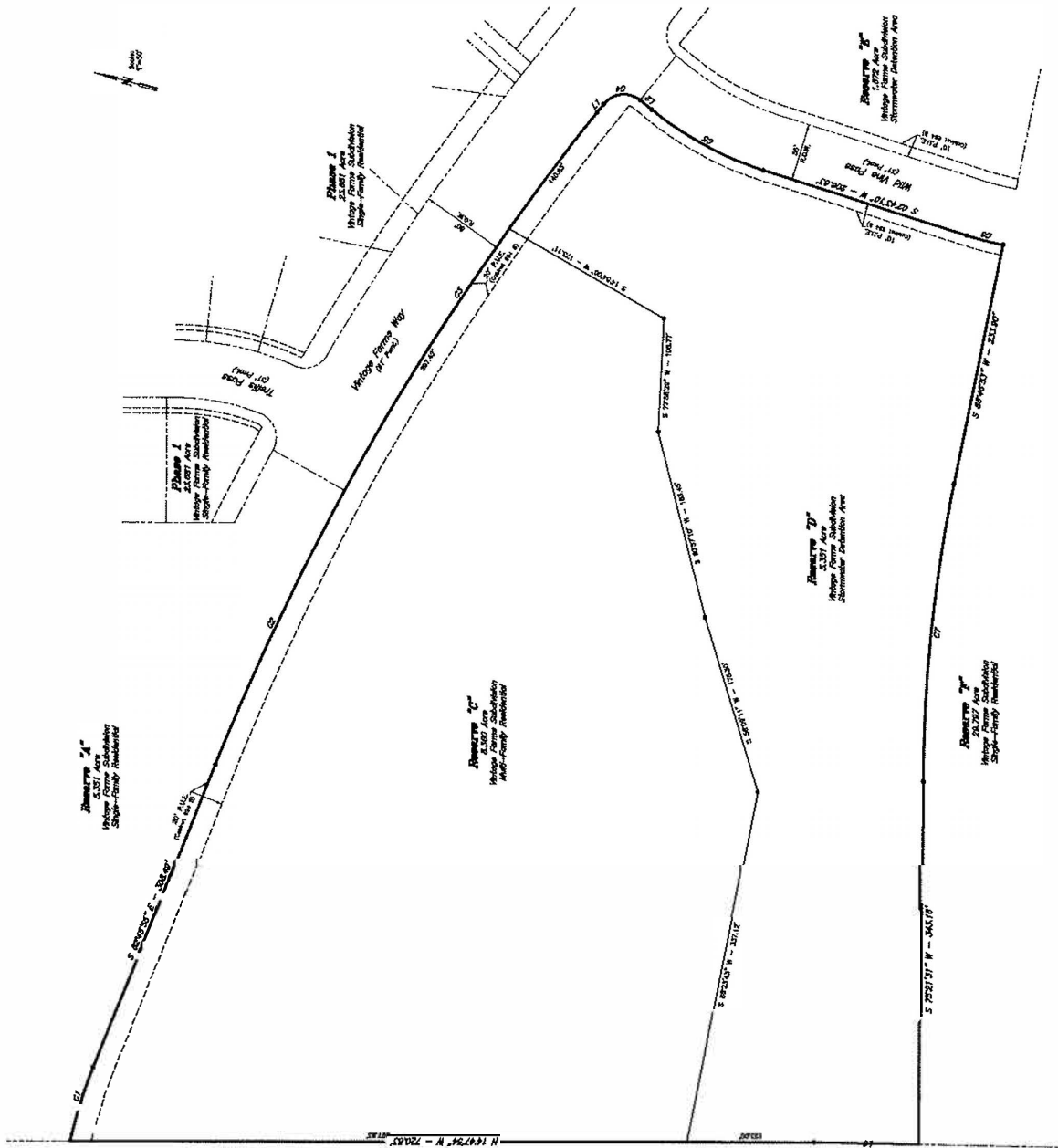
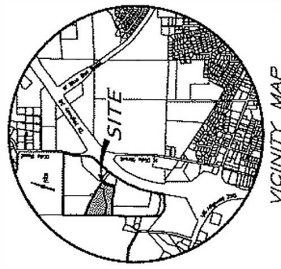
Stephen Grove, Vice President
Ranier & Son Development Co., LLC
4090 SH 6 South
College Station, Texas 77845

ATTEST:



By: Amanda Horven
Title: Communities Manager

ORIGINAL PLAT

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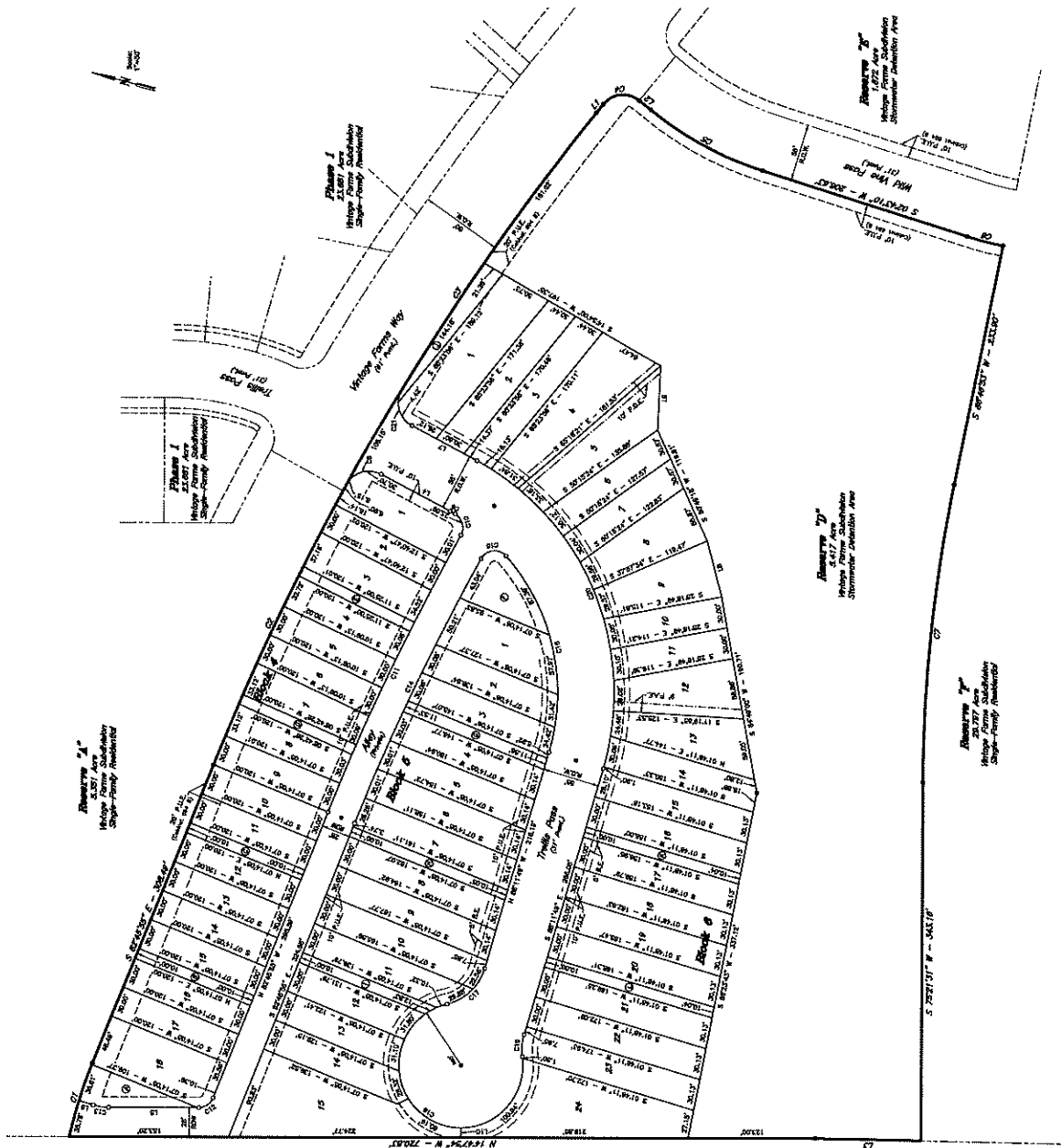
FINAL PLAT

**VINTAGE FARMS
TO WNHOMES**

BEING A REPLAT OF RESERVE "C", 0.360 ACRES AND
RESERVE "D", 5.351 ACRES, VINTAGE FARMS PHASE I,
RECORDED IN CABINET 694 B A TOTAL OF 13.711 ACRES
13.711 ACRES

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REPLAT



FINAL PLAT

VINTAGE FARMS TOWNHOMES

BEING A REPLAT OF RESERVE "C", 8.360 ACRES AND RESERVE "D", 5.351 ACRES, VINTAGE FARMS PHASE I, RECORDED IN CABINET 894 B A TOTAL OF 13.711 ACRES 13.711 ACRES

PHILIP COE SURVEY, A-31

BRENNAN, WASHINGTON COUNTY, TEXAS

DATE 1-1-87

PHILIP COE SURVEY, A-31

DATE 1-1-87

PHILIP COE SURVEY, A-31

DATE 1-1-87

2 OF 3 SHEETS

THE STATE OF TEXAS
COUNTY OF WASHINGTON

_____, Clerk of the County Court of Washington County, Texas, do hereby certify that the within instrument with its certificate of acknowledgment was filed for registration in my office in _____ 19____ at _____ o'clock, _____ and was duly recorded on _____ day of _____ 19____, at _____ o'clock _____ of the _____ day of _____ 19____, and the same was duly filed for record in _____ of _____ of _____ and _____ of _____ for said county.

_____, Clerk of the County Court of Washington County, Texas, do hereby certify that the within instrument with its certificate of acknowledgment was filed for registration in my office in _____ 19____ at _____ o'clock, _____ and was duly recorded on _____ day of _____ 19____, at _____ o'clock _____ of the _____ day of _____ 19____, and the same was duly filed for record in _____ of _____ of _____ and _____ of _____ for said county.

CLARK COUNTY COURT
SHERIFF ALBERT W. MOORE

Rec'd, owner and holder of a lien against the property described in the plot known as Union, said lien being evidenced by instrument No. 240, Page 508 of the Official Record of Washington County, Texas, does hereby in all things subordinate to said plot said lien, and hereby confirm they are the present owner of said lien and have not assigned the same nor any part thereof.

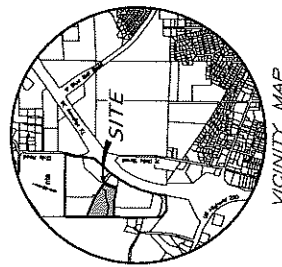
22

[illegible]

**DOJO FRENCH, VICE PRESIDENT
SAMUEL & SON DEVELOPMENT COMPANY LLC**

THE STATE OF TEXAS
COUNTY OF _____

POSTAL PUBLIC, STATE OF TEXAS
REGISTRARS NAME (PRINTED):
REGISTRARS COMMISSION EXPOSURE



**VINTAGE FARMS
TOWNSHOMES**

BRENNAN, WASHINGTON COUNTY, TEXAS
JULY, 2019
SCALE 1"=80'

DAEAC
Boiler & Son Development Company
4090 South TX Highway 8
College Station, TX 77945
(979) 662-1222

Schaeffler
James P. Schaeffler, Inc. 1010000
Boilers & Brains Engineering/Supply, Inc.
1000 Woodcrest Dr., Suite 105
College Station, Texas 77945
(979) 663-3838

DAEAC
Boiler & Son Development Company
4090 South TX Highway 8
College Station, TX 77945
(979) 662-1222

THE LION
3
LION & AD

LINE TABLE		
LINE	BEARING	DISTANCE
1.1	S 85°44'23" E	10.44'
1.2	S 24°15'37" W	14.26'
1.3	N 15°42'23" W	101.77'
1.4	S 12°15'48" W	78.57'
1.5	N 49°47'04" W	86.33'
1.6	N 22°05'13" E	13.48'
1.7	N 13°15'48" E	71.26'
1.8	S 89°44'30" W	86.49'
1.9	S 77°05'10" W	61.80'

COURSE CL	TEAM CL	MASS CL	NORTH CL	CHAMP MIL.	CHAMP INTL.
C1	101350	100000	100120	979250	28112
C2	101350	100000	100120	979250	42768
C3	101350	100000	100120	979250	10240
C4	101350	100000	100120	979250	96112
C5	101350	100000	100120	979250	36040
C6	101350	100000	100120	979250	36040
C7	101350	100000	100120	979250	36040
C8	101350	100000	100120	979250	36040
C9	101350	100000	100120	979250	36040
C10	101350	100000	100120	979250	36040
C11	101350	100000	100120	979250	36040
C12	101350	100000	100120	979250	36040
C13	101350	100000	100120	979250	36040
C14	101350	100000	100120	979250	36040
C15	101350	100000	100120	979250	36040
C16	101350	100000	100120	979250	36040
C17	101350	100000	100120	979250	36040
C18	101350	100000	100120	979250	36040
C19	101350	100000	100120	979250	36040
C20	101350	100000	100120	979250	36040

AREA (Ac.)	LET NO.
0.129	1
0.082	2
0.008	3
0.111	4
0.106	5
0.106	6
0.110	7
0.113	8
0.115	9
0.118	10
0.107	11
0.097	12
0.088	13
0.068	14
0.254	15

LOT NO.	AREA (AC.)
1	0.1825
2	0.1135
3	0.1117
4	0.1886
5	0.1144
6	0.2581
7	0.0508
8	0.1117
9	0.1114
10	0.0779
11	0.0279
12	0.1205
13	0.1823
14	0.1049
15	0.1069
16	0.1069
17	0.1068
18	0.1511
19	0.1213
20	0.3115
21	0.1118
22	0.1119
23	0.1121
24	0.2323

PARCEL TABLE COMMON AREAS		AREA (Ac.)
COMMON AREA NO.	A	0.0653
	B	0.0228
	C	0.0228
	D	0.0228
	E	0.0278
	F	0.5777
	G	0.0319
	H	0.037
	I	0.031
	J	0.047
	K	0.0304
	L	0.039

Exhibit B

