



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, APRIL 19, 2018 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN ST.
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Y. Tate, Jr.**
- 3. Proclamation**
 - **Opioid Awareness and Health Day** **Page 1**
- 4. Citizens Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine items that Council may act on with one single vote. A councilmember may pull any item from the Consent Agenda in order that the Council discuss and act upon it individually as part of the Regular Agenda.

5-a. Minutes from the April 5, 2018 Regular City Council Meeting **Pages 2-11**

5-b. Ordinance No. O-18-005 on Its Second Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Amend Part II, Division 2, Section 6, B-4 Neighborhood Business District, (Section 6.02), Permitted Uses (Non-Residential), to Add Fitness Facilities (Personal and Small Group Training Only) as a Permitted Use in the B-4 Neighborhood Business District (Case No. P-18-003) **Pages 12-13**

- 5-c. Ordinance No. O-18-006 on Its Second Reading for the Creation of Reinvestment Zone Number 42 Requested by D Bar B Sausage & Meats, LLC for Commercial Tax Phase-In Incentive on a Certain 3.0 Acre Tract of Land Located at 1909 Longwood Dr., Brenham, Texas, Being Described as Lot 2, of the Southwest Industrial Park, Section II, Reserve “B” Partition in the City of Brenham, Phillip Coe Survey, A-31, Washington County, Texas, with Boundaries Further Described in Exhibit “A” of the Ordinance Creating Reinvestment Zone 42, and Designating This Property as Qualifying for Tax Phase-In** **Pages 14-18**

WORK SESSION

- 6. Discussion and Update on a Proposed Residential Treatment Facility to Be Located in Brenham** **Page 19**

REGULAR SESSION

- 7. Discuss and Possibly Act Upon Resolution No. R-18-005 of the City Council of the City of Brenham, Texas, Adopting a Commercial Tax Phase-In Agreement with D Bar B Sausage & Meats, LLC** **Pages 20-56**
- 8. Discuss and Possibly Act Upon Submitting a Letter of Interest to the Texas Department of Transportation (TxDOT) Aviation Division for Funding from the TxDOT Aviation Capital Improvement Program and Authorize the Mayor or City Manager to Execute Any Necessary Documentation** **Pages 57-58**
- 9. Administrative/Elected Officials Report**

EXECUTIVE SESSION

- 10. Section 551.074 – Texas Government Code – Personnel Matters – Evaluation of the City Manager** **Page 59**

RE-OPEN REGULAR SESSION

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

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 19, 2018 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on April 16, 2018 at **12:45 PM**.

Kacey A. Weiss, TRMC

Deputy City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2018 at _____ AM PM.

Signature

Title

PROCLAMATION

- WHEREAS,** Texas and the City of Brenham value the health and safety of all our citizens; and
- WHEREAS,** The Brazos Valley Council on Alcohol and Substance Abuse (BVCASA), a 501 (c) 3 non-profit organization serving seven counties of the Brazos Valley Region, including Washington County, mission is to provide quality prevention, treatment and intervention services resulting in increased wellness and security in the region; and
- WHEREAS,** The Community Alcohol and Substance Awareness Partnership (CASAP) is a community coalition within the BVCASA agency focused on educating communities about the risks related to prescription opioid abuse and limiting accessibility to excess or expired medications; and
- WHEREAS,** Opioid overdoses have become a major cause of health risk throughout our country, state and region; and
- WHEREAS,** It is the goal of BVCASA and CASAP Coalition to provide a Town Hall meeting to address the nature of the opioid problem; offer professional explanation of the effects of opioids on the brain and body; and
- WHEREAS,** All citizens are urged to participate in the Town Hall meeting and to work all year long to protect our community from the dangers of opioid addiction and overdose;

NOW, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, do hereby proclaim April 26, 2018 as

Opioid Awareness and Health Day



Milton Y. Tate Jr.
Milton Y. Tate Jr., Mayor
City of Brenham

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on April 5, 2018 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring

Members absent:

Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Others present:

City Manager James Fisher, City Attorney Cary Bovey, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Sara Parker, Director of Community Services Wende Ragonis, Fire Marshal Brent Sauble, Interim Police Chief Rusty Pancoast, Jared Campbell, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Debbie Gaffey, Kim Hodde, City Engineer Lori Lakatos, Allison Harper, Robin Hutchens, Tara Wellmann, Craig Reagan, Christy Huerta, Pam Yahnke, Tyler Hartmann, Raleigh Wellmann, Kevin Boggus and Paula Shields

Citizens present:

Adam Behrens, Brian Bender, Todd Steele, Page Michel, Candi Eaton, Gloria Nix, Andy Adams, P. Walcik, Vince Michel and David Card

Media Present:

Arthur Hahn, Brenham Banner Press; and Mark Whitehead, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Manager James Fisher**

3. **Proclamations**
 - **National Animal Care and Control Appreciation Week**
 - **Opioid Awareness and Health Day**

4. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

5. **Statutory Consent Agenda**

- 5-a. **Minutes from the March 22, 2018 Regular City Council Meeting**

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the Statutory Consent Agenda Item 5-a. as presented.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

WORK SESSION

6. **Discuss and Review of the FY2017-18 First Quarter Financial Report**

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller advised the status of the General Fund and the five major utility funds in the report. Miller reported the City experienced favorable actual net revenues for all funds.

PUBLIC HEARING

7. **Public Hearing to Consider Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Amend Part II, Division 2, Section 6, B-4 Neighborhood Business District, (Section 6.02), Permitted Uses (Non-Residential), to Add Fitness Facilities (Personal and Small Group Training Only) as a Permitted Use in the B-4 Neighborhood Business District (Case No. P-18-003)**

Mayor Tate opened the Public Hearing.

City Engineer Lori Lakatos presented this item. Lakatos explained that this is a request by Presley Walcik and Andy Adams, Washington County Athletics to amend the Zoning Ordinance to allow fitness facilities as permitted uses within the B-4 Neighborhood Business District. Lakatos stated the recommended text amendment is to add the following: (22) Fitness facilities (personal and small group training only). Lakatos advised that two public comments were made at the Planning and Zoning Commission Public Hearing on January 22, 2018. Lakatos noted the Planning and Zoning Commission voted unanimously to recommend approval of this request.

8. **Public Hearing, Discussion and Receipt of Input Related to the Proposed Creation of Reinvestment Zone Number 42 Requested by D Bar B Sausage & Meats, LLC for Commercial Tax Phase-In Incentive on a Certain 3.0 Acre Tract of Land Located at 1909 Longwood Dr., Brenham, Texas, Being Described as Lot 2, of the Southwest Industrial Park, Section II, Reserve “B” Partition in the City of Brenham, Phillip Coe Survey, A-31, Washington County, Texas, with Boundaries Further Described in Exhibit “A” of the Ordinance Creating Reinvestment Zone 42, and Designating This Property as Qualifying for Tax Phase-In**

Page Michel, President of the Brenham Economic Development Foundation, presented this item. Michel explained that prior to considering the creation of a Reinvestment Zone for implementing a Tax Phase-In incentive for D Bar B Sausage & Meats, LLC. (Kountry Boys Sausage), the City Council is required to hold a Public Hearing to receive input regarding the proposal.

Brian Bender, owner of D Bar B Sausage & Meats, LLC, addressed Council and stated they are excited about expanding their business.

Mayor Tate closed the Public Hearing.

REGULAR SESSION

9. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Amend Part II, Division 2, Section 6, B-4 Neighborhood Business District, (Section 6.02), Permitted Uses (Non-Residential), to Add Fitness Facilities (Personal and Small Group Training Only) as a Permitted Use in the B-4 Neighborhood Business District (Case No. P-18-003)**

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to approve an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Amend Part II, Division 2, Section 6, B-4 Neighborhood Business District, (Section 6.02), Permitted Uses (Non-Residential), to Add Fitness Facilities (Personal and Small Group Training Only) as a Permitted Use in the B-4 Neighborhood Business District (Case No. P-18-003).

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

10. **Discuss and Possibly Act Upon an Ordinance on its First Reading for the Creation of Reinvestment Zone Number 42 Requested by D Bar B Sausage & Meats, LLC for Commercial Tax Phase-In Incentive on a Certain 3.0 Acre Tract of Land Located at 1909 Longwood Dr., Brenham, Texas, Being Described as Lot 2, of the Southwest Industrial Park, Section II, Reserve “B” Partition in the City of Brenham, Phillip Coe Survey, A-31, Washington County, Texas, with Boundaries Further Described in Exhibit “A” of the Ordinance Creating Reinvestment Zone 42, and Designating This Property as Qualifying for Tax Phase-In**

A motion was made by Councilmember Goss and seconded by Mayor Pro Tem Ebel to approve an Ordinance on its First Reading for the Creation of Reinvestment Zone Number 42 Requested by D Bar B Sausage & Meats, LLC. for Commercial Tax Phase-In Incentive on a Certain 3.0 Acre Tract of Land Located at 1909 Longwood Dr., Brenham, Texas, Being Described as Lot 2, of the Southwest Industrial Park, Section II, Reserve “B” Partition in the City of Brenham, Phillip Coe Survey, A-31, Washington County, Texas, with Boundaries Further Described in Exhibit “A” of the Ordinance Creating Reinvestment Zone 42, and Designating This Property as Qualifying for Tax Phase-In.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

11. Discuss and Possibly Act Upon a Professional Services Agreement with Rostan Solutions LLC for Services Related to All Aspects of Federal Public Assistance and Mitigation Assistance Following a Declared Disaster Incident and Authorize the Mayor to Execute Any Necessary Documentation

City Engineer Lori Lakatos presented this item. Lakatos explained that since 2016 the City of Brenham has been trying to recover from the April and May 2016 storm damages. Lakatos stated staff has been working through the FEMA public assistance process. Lakatos advised that this process has become tedious and staff needs additional help to be able to navigate through the federal process. Lakatos explained that staff released a request for proposal (RFP) for professional services related to all aspects of federal public assistance and mitigation assistance following a declared disaster incident. Lakatos stated there were five submittals.

City Manager James Fisher stated that Lakatos needs help with the process, as it has been overwhelming. Fisher noted that Lakatos has done a great job thus far.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve a Professional Services Agreement with Rostan Solutions LLC, making it retroactive to March 19, 2018, for services related to all aspects of federal public assistance and mitigation assistance following a declared disaster incident in an amount not to exceed \$200,000 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

12. Discuss and Possibly Act Upon a Memorandum of Agreement Between the City of Brenham and Blinn College for the Use of Blinn Softball Field at Hohlt Park and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that during the construction of Hohlt Park in 2000, the City of Brenham and Blinn College partnered on the use of a softball field and a dressing room which was the future home of Blinn Softball. Rau stated that during this time, a MOA was agreed upon and has been in place for the past 18 years. Rau noted that in the previous MOA's there was no monetary amount that Blinn College provided to the City of Brenham for maintenance of the field, only the initial \$200,000 for construction. Rau explained that last fall City of Brenham and Blinn College staff met to discuss a new MOA and how to move forward so that both parties would benefit equally.

A motion was made by Councilmember Goss and seconded by Councilmember Herring to approve a Memorandum of Agreement between the City of Brenham and Blinn College for the use of Blinn Softball Field at Hohlt Park for an initial payment of \$10,000 made in 2018 and each year thereafter will increase by \$1,250 until reaching \$20,000 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

13. Discuss and Possibly Act Upon an Addendum to the Landfill Contract with Clean Harbors Environmental Services, Inc. Related to Landfill Disposal Rates and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that in June of 2017, Clean Harbors notified the City of Brenham about a small rate increase on all tipping fees associated with the customers who utilize the landfill. Rau noted that at that time a 5% increase was expected. Rau stated that in preparation of this increase, the City of Brenham increased the tipping fees at the Brenham Transfer Station beginning on October 1, 2017. Rau advised that with the amendment to the 2015 agreement, the only aspect that changes is the rate, which will increase by \$.80/ton. Rau noted this was a 4.8% increase.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve an Addendum to the 2015 agreement to the Landfill Contract with Clean Harbors Environmental Services, Inc. related to Landfill Disposal Rates with an increase of \$0.80/ton equaling \$17.66/ton of waste disposed and authorize the Mayor to execute any necessary documentation

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

14. Discuss and Possibly Act Upon a Contract with Ricoh USA, Inc. for Leased Office Automation Equipment and Authorize the Mayor to Execute Any Necessary Documentation

Purchasing Manager Sara Parker presented this item. Parker explained that earlier this year, a survey of the City's photocopier fleet was conducted to determine needs for upgrades, additions, or replacements. Parker stated that it was determined that five machines need to be replaced with new and upgraded units. Parker advised that quotes were requested from Dahill Xerox and Ricoh USA, Inc. Parker explained that although not the lowest in price, Ricoh proved to be the Best Value choice based on user preference, features and contract terms. Parker noted that the five copiers that are being replaced would be sold through GovDeals.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Ebel to approve a 3-year lease contract with Ricoh USA, Inc. for leased automation equipment subject to review by the city attorney and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

15. Discuss and Possibly Act Upon a Request for a Noise Variance from the Brenham Maifest Association for the 2018 Maifest Events to be Held on April 28, 2018, May 3, 2018, May 4, 2018 and May 5, 2018 and Authorize the Mayor to Execute Any Necessary Documentation

Deputy City Secretary Kacey Weiss presented this item. Weiss explained that the Color Fun Run will be held on April 28, 2018, and will begin at 9:00 a.m. Weiss noted they will have speakers playing music. Weiss advised that the Maifest Coronation will be held May 3rd, May 4th and May 5th and activities include a carnival, bands and the coronations.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve a request for a noise variance from the Brenham Maifest Association for the 2018 Maifest Events to be held on April 28, 2018, May 3, 2018, May 4, 2018 and May 5, 2018 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

16. Discuss and Possibly Act Upon a Request for a Noise Variance from Calvary Baptist Church for a National Day of Prayer Event to be Held on May 3, 2018 from 12:00 p.m. – 1:00 p.m. at the Courthouse Gazebo and Authorize the Mayor to Execute Any Necessary Documentation

Deputy City Secretary Kacey Weiss presented this item. Weiss explained that the event will be held on May 3rd and they will be using sound amplification equipment to sing songs and pray.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve a request for a noise variance from Calvary Baptist Church for a National Day of Prayer event to be held on May 3, 2018 from 12:00 p.m. – 1:00 p.m. at the courthouse gazebo and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

Council adjourned into Executive Session at 1:57 p.m.

EXECUTIVE SESSION

17. **Section 551.071 and Section 551.072, Texas Government Code – Consultation with Attorney and Deliberation Regarding Real Property – Discussion and Deliberation, and Consultation with City Attorney, Regarding the Lease Between City of Brenham and Brenham Heritage Museum, Inc. Concerning the Real Property Located at 105 S. Market Street, and Associated Issues**
18. **Section 551.071 – Texas Government Code – Consultation with Attorney – Deliberation Regarding the Construction Contract Between the City of Brenham and GCP Contractors, LLC, Including But Not Limited to a Tender, Release and Substitution Agreement, the Termination of Said Contract and Other Associated Matters and Available Remedies**

Executive Session adjourned at 2:35 p.m.

RE-OPEN REGULAR SESSION

19. **Discuss and Possibly Act Upon a Tender, Release and Substitution Agreement, the Termination of the Construction Contract Between the City of Brenham and GCP Contractors, LLC, and Other Associated Matters and Available Remedies, and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve a Tender, Release and Substitution Agreement, the Termination of the Construction Contract Between the City of Brenham and GCP Contractors, LLC, and Other Associated Matters and Available Remedies, and authorize the Mayor to execute any necessary documentation upon approval of the final Agreement by the City Manager, City Attorney and Mayor.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Absent

20. Administrative/Elected Officials Report

- Request from Brenham Housing Authority to Terminate the Police Protection Agreement

City Manager James Fisher explained that staff received a letter from the Brenham Housing Authority stating they will end the police protection agreement effective April 30, 2018.

Vince Michel with the Brenham Housing Authority addressed Council and stated that the change in ownership structure is the main reason they are terminating the contract. Michel said the new housing developments are no longer owned by the Brenham Housing Authority; therefore, the Board decided to cancel this agreement. The Board may re-visit the idea in the future after they see what their needs will be.

Director of Community Services Wende Ragonis reported on the following:

- April is Water Safety Month and all second graders in the community will be taking part in activities at BBAC
- Walk with a Doc is April 28th

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Kacey A. Weiss, TRMC
Deputy City Secretary

ORDINANCE NO. O-18-005

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES BY AMENDING PART II, DIVISION 2, SECTION 6, B-4 NEIGHBORHOOD BUSINESS DISTRICT, (SECTION 6.02), PERMITTED USES, (NONRESIDENTIAL), TO ADD FITNESS FACILITIES (PERSONAL AND SMALL GROUP TRAINING ONLY) AS A PERMITTED USE IN THE B-4 NEIGHBORHOOD BUSINESS DISTRICT.

WHEREAS, the City of Brenham has received a request that Appendix A – “Zoning” of the Code of Ordinances be amended; and

WHEREAS, the Planning & Zoning Commission and the City Council of the City of Brenham, Texas, have published notice 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 a full and complete opportunity to be heard; and

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning & Zoning Commission in its final report during its regular meeting February 26, 2018; and

WHEREAS, the City Council deems it appropriate to approve the amendment of Appendix A – “Zoning” of the Code of Ordinances as described herein;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT APPENDIX A – “ZONING” OF THE CODE OF ORDINANCE OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1

That Appendix A – “Zoning” of the Code of Ordnnances of the City of Brenham, Texas Part II, Division 2, Section 6, B-4 Neighborhood Business District, (Sec. 6.02), Permitted uses, (Nonresidential), is hereby amended to add the following use as a permitted use in the B-4 Neighborhood Business District:

(22) Fitness facilities (personal and small group training only)

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 5th day of April, 2018.

PASSED and **APPROVED** on its second reading this the 19th day of April, 2018.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-18-006

AN ORDINANCE DESIGNATING ALL OF THAT CERTAIN 3.0 ACRE TRACT OR PARCEL OF LAND LYING AND BEING LOT 2, OF THE SOUTHWEST INDUSTRIAL PARK, SECTION II, RESERVE "B" PARTITION, IN THE CITY OF BRENHAM, PHILLIP COE SURVEY, A-31, WASHINGTON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN A DEED DATED AUGUST 17, 2007, EXECUTED BY DOUBLE B FOODS, INC. TO D BAR B SAUSAGE & MEATS, LLC, RECORDED IN VOLUME 1255, PAGE 038, OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, SAID PROPERTY BEING LOCATED AT 1909 LONGWOOD DRIVE, BRENHAM, TEXAS, AND SAID PROPERTY BOUNDARIES BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, AS REINVESTMENT ZONE NUMBER FORTY-TWO FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS AS PROVIDED IN CHAPTER 312, TEXAS TAX CODE; ESTABLISHING THE NUMBER OF YEARS FOR THE ZONE, AUTHORIZING AN AGREEMENT FOR EXEMPTION FROM TAXATION THE INCREASE IN VALUE OF CERTAIN PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Brenham, Texas, ("City") desires to encourage supervised improvements by property owners and lessees through tax phase-in procedures within its jurisdiction by the creation of a reinvestment zone as authorized by Chapter 312, Texas Tax Code (the "Act"); and

WHEREAS, on the 5th day of April 2018, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Forty-Two. The notice of such hearing was published on Monday, March 26, 2018, such date being not later than the seventh day before the date of the public hearing; and

WHEREAS, the City called a public hearing and published notice of such public hearing as required by Section 312.201 of the Act; and has delivered written notice to the presiding officer of the governing body of each taxing unit within the jurisdiction of the proposed Reinvestment Zone Number Forty-Two for Commercial Tax Phase-In; and

WHEREAS, at said public hearing the City presented evidence that such proposed designation would be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property, that the proposed improvements are feasible and practical, that said improvements would be a benefit to the land included in the zone and that would contribute to the economic development of the City; and

WHEREAS, the designation of the proposed reinvestment zone is consistent with the City's policies adopted by Council Resolution No. R-17-024 on the 7th day of December, 2017, and will benefit the land included within the Reinvestment Zone after the expiration of the Agreement; and

WHEREAS, the City at such public hearing invited any interested person or his attorney to appear and contend for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory which is referred to as City of Brenham Reinvestment Zone Number Forty-Two for Commercial Tax Phase-In, should be included in such proposed reinvestment zone, and obtain tax phase-in; and

WHEREAS, at such hearing recommendations were given as to the number of years the reinvestment zone would be designated, the number of years in which an agreement would be available, as well as the percentage of potential tax exemption under the aforesaid tax phase-in guidelines and criteria to be applied to taxable real property which is redeveloped.

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

Section 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated herein for all purposes.

Section 2. That the City, after conducting such hearing and having further studied recommendations, as well as the evidence presented at the public hearing, has made the following findings based on the evidence and testimony presented to it:

- a) That the public hearing on the adoption of the reinvestment zone under the provisions of the Act has been properly called, held and conducted and that notice of such hearing has been published as required by law and has been sent to the respective taxing units within the proposed reinvestment zone; and
- b) That the City has jurisdiction to hold and conduct said public hearing on the creation of the proposed reinvestment zone pursuant to the Act; and

- c) That creation of the proposed reinvestment zone with boundaries described herein will result in improvements made after the passage of this Ordinance and the execution of tax phase-in agreements, that are feasible and practical and will benefit the City, its residents and property owners in the reinvestment zone; and
- d) That the proposed designation will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investments to the zone that would be a benefit to the property and contribute to economic development of the City.

Section 3. That the City hereby creates Reinvestment Zone Number Forty-Two, designated as all of that certain 3.0 acre tract or parcel of land lying and being Lot 2, of the Southwest Industrial Park, Section II, Reserve “B” Partition in the City of Brenham, Phillip Coe Survey, A-31, Washington County, Texas, being the same property described in a deed dated August 17, 2007, executed by Double B Foods, Inc. to D Bar B Sausage & Meats, LLC, recorded in Volume 1255, Page 038, Official Records of Washington County, Texas, said property being located at 1909 Longwood Dr., Brenham, Texas, and said property boundaries being more fully described in Exhibit “A” attached hereto and incorporated herein for all purposes, and such reinvestment zone shall hereafter be identified as Reinvestment Zone Number Forty-Two for Commercial Tax Phase-In, City of Brenham, Texas.

Section 4. That the designation of Reinvestment Zone Number Forty-Two for Commercial Tax Phase-In, shall expire five (5) years from the date of this Ordinance, unless renewed as provided by the Act, or at an earlier time designated by subsequent ordinance.

Section 5. That written agreements as provided in the Act with owners of eligible property located within the reinvestment zone shall be for a period of up to ten (10) years, and that the eligible property that is subject to the above mentioned exemption from taxation shall be the improvements to the property in conformity with the City's criteria and guidelines, and written agreements shall provide for an exemption from taxation of the total increase in value of the eligible property over its value in the year the agreement is executed. The written agreement will require that all taxes be current at the time of execution of agreement and be kept current to all taxing entities during the term of said agreement.

Section 6. That said designation of Reinvestment Zone Number Forty-Two for Commercial Tax Phase-In and the written agreement thereof are in accordance with the City of Brenham’s “Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises” and will be a benefit to the land which will be included within the Reinvestment Zone and to the City of Brenham after the expiration of the agreement.

Section 7. That if any provision of this Ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part of it.

Section 8. That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED, on its first reading this the 5th day of April 2018.

PASSED AND APPROVED, on its second reading this the 19th day of April 2018.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT “A”

Lot 2, containing 3.0 acres of land, of the Southwest Industrial Park, Section II, Reserve “B” Partition, City of Brenham, Phillip Coe Survey, Abstract 31, Washington County, Texas, according to the map or plat thereof, recorded in Plat Cabinet File No. 319A, Plat Records of Washington County, Texas.



AGENDA ITEM 6

DATE OF MEETING: April 19, 2018	DATE SUBMITTED: April 16, 2018															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☐ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☒ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION		☒ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION														
	☒ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discussion and Update on a Proposed Residential Treatment Facility to Be Located in Brenham																
SUMMARY STATEMENT: Update on the Bluebonnet Haven Residential Facility and its potential impact to Brenham Independent School District																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: None																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Discussion only																
APPROVALS: Milton Y. Tate, Jr.																



AGENDA ITEM 7

DATE OF MEETING: April 19, 2018	DATE SUBMITTED: April 13, 2018	
DEPT. OF ORIGIN: Brenham EDF	SUBMITTED BY: Candi Eaton	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☒ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-18-005 of the City Council of the City of Brenham, Texas, Adopting a Commercial Tax Phase-In Agreement with D Bar B Sausage & Meats, LLC		
SUMMARY STATEMENT: The EDF has been working with D Bar B Sausage & Meats, LLC (Kountry Boys Sausage) over the past year in a site selection process to consolidate operations with three locations in contention. The Tax Phase-In incentive led to the decision to construct a new facility adjacent to its existing building in the Southwest Industrial Park in Brenham. The use of the Tax Phase-In incentive will help Kountry Boys invest in the construction materials and necessary equipment and help offset the initial costs of an expansion here. This project will create 10+ jobs and provide a positive economic impact to the local Brenham economy.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Resolution No. R-18-005; and (2) Tax Phase-In Agreement with Exhibits		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve Resolution No. R-18-005 of the City Council of the City of Brenham, Texas, Adopting a Commercial Tax Phase-In Agreement with D Bar B Sausage & Meats, LLC		
APPROVALS: James Fisher		

RESOLUTION NO. R-18-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS ADOPTING A COMMERCIAL TAX PHASE-IN AGREEMENT WITH D BAR B SAUSAGE & MEATS, LLC; AUTHORIZING THE MAYOR TO EXECUTE THE TAX PHASE-IN AGREEMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council of the City of Brenham, Texas, finds and determines that the terms of the Tax Phase-In Agreement and the subject property meet the applicable tax phase-in incentive guidelines and criteria, and entering into the Tax Phase-In Agreement will be to the benefit of the citizens of the City of Brenham; and

WHEREAS, the City Council desires to adopt the Tax Phase-In Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes, by and between the City of Brenham, Texas, and D Bar B Sausage & Meats, LLC, a Texas limited liability company;

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

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

Section 2: That the City Council of the City of Brenham, Texas does hereby adopt the commercial Tax Phase-In Agreement, a copy of which is attached hereto as Exhibit "A", by and between the City of Brenham, Texas, and D Bar B Sausage & Meats, LLC.

Section 3: That the Mayor is hereby authorized to execute the Tax Phase-In Agreement between the City of Brenham, Texas, and D Bar B Sausage & Meats, LLC, a copy of which is attached hereto as Exhibit "A".

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

RESOLVED this the _____ day of April, 2018.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

**AGREEMENT FOR DEVELOPMENT AND TAX PHASE-IN
IN REINVESTMENT ZONE NO. 42 FOR COMMERCIAL TAX PHASE-IN,
CITY OF BRENHAM, TEXAS**

THE STATE OF TEXAS

COUNTY OF WASHINGTON

This Agreement is entered into by and between the CITY OF BRENHAM, TEXAS, a Texas home-rule municipal corporation, of Washington County, Texas, acting herein by and through its Mayor, hereinafter referred to as CITY, and D Bar B Sausage & Meats, LLC, a Texas limited liability company, hereinafter referred to as COMPANY.

WITNESSETH:

The City Council of the City of Brenham, Texas, ("COUNCIL") on February 20, 1992, adopted by resolution a policy for the creation of tax abatement zones in the City of Brenham ("POLICY"). Said POLICY was amended by COUNCIL on April 2, 1992, amended on June 4, 1992, and re-adopted on December 1, 1994, November 20, 1997, October 21, 1999, November 1, 2001, January 15, 2004, December 20, 2007, December 17, 2009, December 15, 2011, December 5, 2013, February 18, 2016 (as amended), and December 7, 2017 (entitled "City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises"). On April 19, 2018, the COUNCIL, by Ordinance, established Reinvestment Zone No. 42 for Commercial Tax Phase-In, City of Brenham, Texas ("ZONE") as authorized by V.T.C.A., Texas Tax Code Chapter 312. Said POLICY is attached hereto as Exhibit "B" and incorporated herein for all purposes.

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

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

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

1. **Location of Tax Phase-In.** The property that is the subject matter of this
Agreement is the land and improvements located at 1909 Longwood Drive, Brenham, Texas and
described more particularly as a 3.0 acre tract or parcel of land lying and being Lot 2, of the
Southwest Industrial Park, Section II, Reserve "B" Partition in the City of Brenham, Phillip Coe
Survey, A-31, Washington County, Texas, being the same property described in a deed dated
August 17, 2007, executed by Double B Foods, Inc. to D Bar B Sausage & Meats, LLC, recorded
in Volume 1255, Page 038, Official Records of Washington County, Texas, and being further
described in Exhibit "A", attached hereto and incorporated herein for all purposes, and which
property is hereinafter referred to as "PREMISES."

2. **Improvements.** In consideration of COMPANY'S construction of at least Four
Million and No/100 Dollars (\$4,000,000.00) of real and personal property improvements and
renovations to said PREMISES, including fixed machinery, equipment and buildings, CITY agrees
that, subject to the terms and conditions contained herein, eligible improvements and renovations

to the above described PREMISES shall be entitled to tax phase-in incentives in accordance with the schedules as provided in “Table 1A – Property Improvements by an Existing Local Business” and “Table 2 – Jobs Created & Retained – by Existing Businesses or New/Relocating Businesses”, said Table being set out in the attached Exhibit “B” incorporated herein for all purposes, and that upon the expiration of such tax phase-in incentives this Agreement shall terminate.

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

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

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

4. **Other Applicable Regulations.** COMPANY agrees to construct all improvements in accordance with all applicable laws, ordinances, codes, rules, requirements or regulations of the

City of Brenham, Washington County, the State of Texas and the United States, and any subdivision, agency or authority thereof.

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

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

6. **Rights of City to Inspect.** At all reasonable times during the construction and installation of improvements and renovations on the PREMISES and following completion, CITY and its respective designees may inspect PREMISES in order to verify the construction,

workmanship, materials and installations involved in or incident to the project are performed in substantial compliance with the approved PLANS and compliance with the applicable building permits and governmental regulations.

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

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

8. **Tax Recapture.** In the event COMPANY (i) does not construct the improvements and renovations to the PREMISES as contemplated by this Agreement, (ii) fails to use the PREMISES for the purposes that are contemplated by this Agreement, (iii) fails to comply with the terms of the “City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises”, or (iv) otherwise fails to comply with the terms of this

Agreement, then the CITY shall have the right to terminate this Agreement and recapture the amount of all property taxes abated as a result of this Agreement in accordance with Texas Tax Code Sec. 312.205 and the POLICY after written notice of intended recapture by CITY to COMPANY and failure to cure by COMPANY within thirty (30) days of said notice.

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

If COMPANY does not comply with this Agreement within thirty (30) days of written notice of such "default", CITY reserves the right to terminate this Agreement and terminate the benefits of tax phase-in provided for in this Agreement, and all taxes previously abated pursuant to this Agreement shall be recaptured and paid to the City. In such event, the PREMISES and all improvements, fixed machinery and equipment installed thereon shall be deemed taxable and not

entitled to tax phase-in as provided herein. If this Agreement is terminated, any taxes abated for the calendar year of the termination shall be paid within sixty (60) days of the date of such termination, and all taxes and all taxes previously abated pursuant to this Agreement shall be recaptured and paid to the City within sixty (60) days of the date of termination.

10. **Tax Phase-In Amount.** COMPANY shall receive tax phase-in incentives for eligible property improvements in accordance with the schedules as provided in “Table 1A – Property Improvements by an Existing Local Business” and “Table 2 – Jobs Created & Retained – by Existing Businesses or New/Relocating Businesses”, said Tables being set out in the attached Exhibit “B”, and that upon the expiration of such tax phase-in incentives this Agreement shall terminate.

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

During the term of this Agreement, the CITY, its officers and employees, and/or the Compliance Review Committee is entitled to review and verify the COMPANY’S employment records, payroll records, and such other information and documents as the CITY and/or the Compliance Review Committee deems reasonably necessary to verify compliance with this Agreement. The CITY, its officers and employees, and/or the Compliance Review Committee may

conduct on-site inspections of the PREMISES and facilities located thereon during the term of this Agreement to verify compliance with this Agreement.

The estimated value of eligible property improvements for tax phase-in incentives is Four Million and No/100 Dollars (\$4,000,000.00). Notwithstanding anything contained herein to the contrary, COMPANY and CITY agree that the amount of eligible property improvements and jobs created & retained as set forth herein are based on projected property improvement and personnel employed, and the actual amount of tax phase-in incentives shall be determined annually by Table 1A and Table 2 of the POLICY based on the actual tax appraised value of eligible improvements. COMPANY agrees to reasonably cooperate with CITY to determine compliance with this Agreement and the applicable level of tax phase-in incentives.

11. **Certificate of Compliance.** Upon completion of the improvements and renovations to the PREMISES, COMPANY shall submit to CITY a sworn Certificate of Compliance certifying that all construction of the improvements and renovations to the PREMISES has been completed in accordance with the approved plans. After receipt of this Certificate of Compliance, CITY shall make a final inspection of PREMISES to determine whether the improvements and renovations have been constructed and installed in compliance with this Agreement. Upon so finding, CITY shall approve such a Certificate of Compliance and authorize tax phase-in to commence on January 1 of the year indicated in said certificate and terminate after the property has received the tax phase-in incentives as provided by this Agreement and Exhibit "B."

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

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

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

13. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and

enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added automatically as part of this Agreement a provision that is similar in terms and substance to such deleted provision as may be possible and yet be legal, valid and enforceable under the Texas Tax Code and related state statutes.

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

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

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

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

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

19. **Assignment.** This Agreement may be assigned by COMPANY upon CITY'S written approval of said assignment by the adoption of a resolution by the COUNCIL, and assignee assumes any and all rights and obligations under this Agreement. Upon such assignment, the assignor shall be fully released from any and all obligations under this Agreement.

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

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

22. **Definitions.** Any definitions of words or phrases given in the currently effective tax phase-in guidelines entitled "City of Brenham Policy Statement on Property Tax Phase-in

Incentive for Selected Commercial Enterprises" shall be controlling in this document as well, except as may be specifically modified herein

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

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

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

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

The parties hereto have executed or caused to be executed by its duly authorized officials this Agreement in multiple counterparts, each of equal dignity, on this the ____ day of _____, 2018.

D BAR B SAUSAGE & MEATS, LLC

CITY OF BRENHAM

BY: _____
Brian Bender, Member
President / Owner
1909 Longwood Drive
Brenham, TX 77833

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

ATTEST:

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

THE STATE OF TEXAS

COUNTY OF WASHINGTON

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

Given under my hand and seal of office on this the ____ day of _____, 2018.

Notary Public in and for
The State of Texas

THE STATE OF TEXAS

COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared **BRIAN BENDER**, Member, President and Owner of D Bar B Sausage & Meats, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ____ day of _____, 2018.

Notary Public in and for
The State of Texas

Exhibit A

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

4822

STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

§

THAT **DOUBLE B FOODS, INC.**, a Texas corporation (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by **D BAR B SAUSAGE & MEATS, LLC**, a Texas limited liability company (hereinafter referred to as "Grantee"), whose mailing address is 1909 Longwood, Brenham, Texas 77833, the receipt and sufficiency of which consideration are hereby acknowledged, subject to the Permitted Exceptions (as hereinafter defined) has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of the real property situated in Brenham, Washington County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with all improvements located thereon and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Property").

This conveyance is made subject and subordinate to those encumbrances and exceptions set forth on Exhibit B attached hereto and made a part hereof for all purposes (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, as aforesaid, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

By acceptance of this Special Warranty Deed, Grantee assumes payment of all real property taxes on the Property for the year 2007 and subsequent years, subject to adjustment pursuant to that certain Commercial Contract – Improved Property dated as of July 2, 2007, between Grantor and Grantee (the "Purchase Agreement").

It is expressly agreed and understood that a vendor's lien and superior title are herein retained against the Property in favor of Mortgagee (defined below), its successors and assigns, until the principal indebtedness evidenced by the Note (defined below) and all interest due

WA07.285

thereon is fully paid according to its face, tenor, effect and reading, at which time this deed shall become absolute.

Grantee has executed a promissory note dated the same date as this deed in the aggregate stated principal amount of \$225,000.00 (collectively, the "Note") payable to the order of Citizens State Bank, a _____ ("Mortgagee"). Grantor retains for the benefit of Mortgagee a vendor's lien and superior title (the "Vendor's Lien") against the Property to secure the Note, and Grantor transfers the Vendor's Lien to Mortgagee without recourse or liability of any kind. The Note is also secured by a deed of trust from Grantee to Ervin B. Flencher, Jr., Trustee, dated as of the same date as this deed, for the benefit of Mortgagee. The Vendor's Lien against and superior title to the Property are retained until the Note is fully paid according to its terms, at which time this deed will become absolute.

GRANTEE ACKNOWLEDGES AND AGREES, BY ITS ACCEPTANCE HEREOF, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THIS DEED, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE AIR, WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS OR SUBSTANCES. GRANTEE FURTHER ACKNOWLEDGES AND AGREES, BY ITS ACCEPTANCE HEREOF, THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS, SUBJECT TO ANY REPRESENTATIONS AND WARRANTIES MADE BY GRANTOR IN THE PURCHASE AGREEMENT, RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND ACCEPTS THE PROPERTY AND WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF COST RECOVERY AND/OR CONTRIBUTION, INCLUDING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OR SIMILAR

STATUTES) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES, BY ITS ACCEPTANCE HEREOF, THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN AND SURVIVING UNDER ANY RELATED AGREEMENT. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES, BY ITS ACCEPTANCE HEREOF, THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor to be effective as of August 17, 2007.

GRANTOR:

DOUBLE B FOODS, INC.,
a Texas corporation

By: Kevin J. Migdal
Name: Kevin J. Migdal
Title: President

STATE OF N.C. §
~~TEXAS~~ §
COUNTY OF Wake §

This instrument was acknowledged before me this 10 day of August, 2007 by Kevin J. Migdal of DOUBLE B FOODS, INC., a Texas corporation, on behalf of such corporation.



Alka P. Patel
Notary Public in and for the State of ~~Texas~~ N.C.
Alka P. Patel
Printed Name of Notary

My Commission Expires:
28 Oct 2009

EXHIBIT A
TO SPECIAL WARRANTY DEED

PROPERTY DESCRIPTION

Lot 2, containing 3.0 acres of land, of the Southwest Industrial Park, Section II, Reserve "B" Partition, City of Brenham, Phillip Coe Survey, Abstract 31, Washington County, Texas, according to the map or plat thereof, recorded in Plat Cabinet File No. 319A, Plat Records of Washington County, Texas.

EXHIBIT A TO
SPECIAL WARRANTY DEED - BRENHAM, TEXAS
DALLAS: 101260.00001: 1616097v2

PAGE 5

EXHIBIT B
TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2007 and subsequent years, not yet due and payable.
2. Right of parties in possession.
3. Easements and building lines as set forth in instrument recorded in Volume 714, Page 573, Official Records of Washington County, Texas.
6. Easements as shown on plat of Reserve "B" Southwest Industrial Park, Section II, recorded in Plat Cabinet File No. 298A and 298B, Plat Records of Washington County, Texas.
7. Easement dated November 21, 1970, executed by Arthur Fritz and wife, Ida Fritz to Fred Rodeck, recorded in Volume 302, Page 170, Deed Records of Washington County, Texas, together with all rights incident thereto.
8. Mineral and/or Royalty Reservation appearing in Deed dated October 28, 1993, executed by The Brenham Industrial Foundation, Inc. to Market Place Casseroles, Inc., recorded in Volume 714, Page 573, Official Records of Washington County, Texas, together with all rights incident thereto.
9. Memorandum of Oil and Gas Lease dated April 27, 1998, executed by Economic Development Foundation of Brenham to Union Pacific Resources Company, recorded in Volume 890, Page 904, Official Records of Washington County, Texas, together with all rights incident thereto.
10. Memorandum of Oil and Gas Lease dated April 25, 1995, executed by The Brenham Industrial Foundation, Inc. to Union Pacific Resources Company, recorded in Volume 780, Page 686, Official Records of Washington County, Texas, together with all rights incident thereto.
11. Mineral and/or Royalty Reservation appearing in Deed dated April 26, 1978, executed by Fred J. Rodeck and wife, Clara Rodeck to The Brenham Industrial Foundation, Inc., recorded in Volume 364, Page 217, Deed Records of Washington County, Texas, and modified in instrument dated March 25, 1980, recorded in Volume 392, Page 665, Deed Records of Washington County, Texas, together with all rights incident thereto.
12. Mineral and/or Royalty Reservation appearing in Deed executed by Edwin F. Wehmeyer, et al, recorded in Volume 483, Page 121, Official Records of Washington County, Texas, together with all rights incident thereto.

EXHIBIT B TO
SPECIAL WARRANTY DEED – BRENHAM, TEXAS
DALLAS: 101260.00001; 1616097v2

PAGE 6

13. Fifteen foot (15') utility easement as shown on plats recorded in Plat Cabinet File No. 298A and 319A, Plat Records of Washington County, Texas.
14. Twenty foot (20') utility easement as shown on plats recorded in Plat Cabinet File No. 298A and 319A, Plat Records of Washington County, Texas.

FILED FOR RECORD
WASHINGTON COUNTY, TEXAS
2007 AUG 17 PM 12:45
BETH A. ROTHERMEL
WASHINGTON COUNTY CLERK

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on
the date and at the time affixed hereon by me and
was duly RECORDED in the volume and page of the
OFFICIAL RECORDS of Washington County, Texas, as
stamped hereon by me on

AUG 20 2007



Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

Exhibit B

CITY OF BRENHAM

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

Policy Adoption Date: December 7, 2017

I. PURPOSE

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

II. DEFINITION OF TAX PHASE-IN INCENTIVE

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

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

III. GUIDELINES AND CRITERIA

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

- (a) Be a facility used or to be used by a Primary Jobs Employer according to Exhibit A (except for a location in the Downtown Zone).
- (b) The project must add new value to the tax roll of eligible property: a minimum of \$300,000 for a business new to Brenham or \$150,000 for an existing local business. For development in the Downtown Zone, a National Register Historic District, the added value must be a minimum of \$50,000. This is to help maintain the economic viability of the central business district.
- (c) The applicant must maintain or create within the first year and throughout the Tax Phase-In incentive period a minimum of ten (10) jobs at an average salary of \$36,000/year or higher, including any benefits (except for a location in the Downtown Zone).

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

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

(4) Community Impact

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

The revitalization of a depressed area;

The business opportunities of existing local businesses;

The alternative development possibilities for proposed site;

The impact on other taxing entities;

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

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

IV. TAX PHASE-IN INCENTIVE AUTHORIZED

- (a) Authorized Date A facility shall be eligible for the Tax Phase-In incentive if it has applied for the incentive prior to the commencement of construction and meets the guidelines and criteria under this Policy.
- (b) Creation of New Value Tax Phase-In incentive may only be granted for the additional value of eligible property improvements made subsequent to the filing of an application for the Tax Phase-In incentive and specified in the Tax Phase-In incentive agreement between the City and the property owner and/or lessee, subject to such limitations as the guidelines and criteria may require.

- (c) New and Existing Facilities Tax Phase-In incentive may be granted for new facilities and improvements and for the expansion or modernization of existing facilities and improvements. If the modernization project includes facility replacement, the Tax Phase-In incentive value shall be the tax-appraised value of the new unit(s) less the value of the old unit(s).
- (d) Eligible Property Except as otherwise provided in this policy, the Tax Phase-In incentive may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary or convenient to the operation and administration of the facility.
- (e) Ineligible Property The following types of property shall be fully taxable and ineligible for property Tax Phase-In incentives:
- land,
 - animals,
 - inventories,
 - supplies,
 - tools,
 - furnishings and other forms of movable personal property,
 - vehicles,
 - vessels,
 - aircraft,
 - housing or residential property (except for property owners in the Downtown Zone),
 - hotels/motels,
 - fauna,
 - flora,
 - retail facilities (except for property owners in the Downtown Zone),
 - deferred maintenance investments,
 - property to be rented or leased except as provided in Part IV (f),
 - improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion,
 - any improvements including those to produce, store or distribute natural gas or fluids that are not integral to the operation of the facility, or
 - property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.
- (f) Owned/Leased Facilities If a leased facility is granted the Tax Phase-In incentive, the agreement shall be executed with the lessor and the lessee and the new value investment shall be combined to calculate the total new value investment. If the lessee removes or reduces its new value investment to the detriment of the lessor, the lessor may annually elect to extend its Tax Phase-In incentive to obtain a replacement lessee. The lessor may obtain the full benefit of the remaining Tax Phase-In incentive period by resuming the Tax Phase-In incentive with the combined value of the replacement lessee by disregarding the Tax Phase-In incentive extension term. The lessor shall not receive any Tax Phase-In incentive during any year where a Tax Phase-In incentive extension has been elected. The Tax Phase-In incentive period, including any extensions, shall never exceed a total of ten years as provided by state law. The replacement lessee may apply for its own Tax Phase-In incentive based solely on its new value investment.

- (g) Value and Term of Tax Phase-In incentive Tax Phase-In incentives shall commence with the January 1 valuation date immediately following the occupancy of the property qualifying for the Tax Phase-In incentive unless otherwise specified by the City. The value of new eligible properties shall be abated according to the approved agreement between applicant and the City. The City, in its sole discretion, shall determine the amount of any Tax Phase-In incentive. The Table 1 and Table 2 Tax Phase-In incentive Schedules - Exhibit "B", Table 3 in a Downtown Zone (map Exhibit "C"), incorporated herein by reference, shall be the maximum Tax Phase-In incentive available based on total new value investment or added employment for each year during the Tax Phase-In incentive term, whichever is greater.

The total amount of eligible property improvements and jobs created and retained are based on projected property improvements and personnel employed. However, the actual amount of tax phase-in incentives shall be determined annually by Table 1 and Table 2 in Exhibit B based on the actual eligible improvements and the actual number of employees, unless located in a Downtown Zone, in which the total amount of abatement will be derived from Table 3.

If an Existing Local Business has ten to forty-nine (10-49) employees for their base year employment, then the total abatement levels shall be determined from Levels 1-4 in Table 2 of Exhibit B. If an Existing Local Business has fifty (50) or more employees for their base year employment, then the following abatement levels shall be determined from Table 2 in Exhibit B:

- Level 5 – if base year employment is at least 90% for that calendar year
- Level 4 – if base year employment is at least 80% for that calendar year
- Level 3 – if base year employment is at least 70% for that calendar year
- Level 2 – if base year employment is at least 60% for that calendar year
- Level 1 – if base year employment is at least 50% for that calendar year

- (h) Downtown Zone A Tax Phase-In incentive zone within the designated downtown area in the attached Exhibit C, incorporated herein by reference, and any tracts or parcels contiguous to a tract in Exhibit C under common ownership. Tax Phase-In incentive in a Downtown Zone shall receive approval for building plans and specifications by the Main Street Board as a condition of receiving the Tax Phase-In incentive.

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

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

V. APPLICATION PROCESS

- (a) Any present or potential owner of taxable property in the City of Brenham may request the creation of a Reinvestment Zone and Tax Phase-In incentive by filing written request with the City Manager.
- (b) The application shall consist of a completed application form accompanied by:
 - (1) A general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken;
 - (2) A descriptive list of the improvements which will be a part of the facility;
 - (3) A map and property description or a site plan, including a legal description of the area proposed for designation as a Reinvestment Zone, as applicable.
 - (4) A time schedule for undertaking and completing the planned improvements;
 - (5) In the case of modernizing or replacing existing facilities, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application;
 - (6) The application form may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors of the applicant;
 - (7) A schedule reflecting the proposed amount of abated taxes for which the applicant seeks, as well as the anticipated taxes to be paid by the applicant which will not be subject to the Tax Phase-In incentive; and
 - (8) A schedule of the proposed job creation or retention, including details of job type(s), wages and benefits, and the timing of creation of any job within the phase-in period.
- (c) Upon receipt of a completed application, the City Manager shall notify the Mayor and City Council. Before acting upon the application, the City may conduct an Economic Impact Study. Following this step, the City shall afford the applicant and any other interested persons the opportunity to speak and present evidence for or against the designation of the area as a Reinvestment Zone for the purpose of the Tax Phase-In incentive during a public hearing. Notice of the public hearing shall be clearly identified on an agenda of the City to be posted as required by law. At least seven (7) days before the date of the hearing, notice of the hearing must be 1) published in a newspaper having general circulation in the City; and 2) delivered in writing to the presiding officer of the governing body of each taxing entity having in its boundaries real property that is to be included in the proposed Reinvestment Zone.
- (d) The City shall approve or disapprove the application for designation of an area as a Reinvestment Zone for Tax Phase-In incentive within ninety (90) days after receipt of the application. The presiding officer of the legislative body of the City shall notify the applicant of the approval or disapproval promptly thereafter.

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

VI. PUBLIC HEARING

- (a) Should the City be able to show cause in the public hearing why the granting of a designation of an area as a Reinvestment Zone for the Tax Phase-In incentive will have a substantial adverse effect on its bonds, service capacity or the provision of service, that showing shall be reason for the City to deny the granting of the application.
- (b) Neither a Reinvestment Zone nor a property Tax Phase-In incentive agreement shall be authorized if it is determined that:
 - (1) There would be a substantial adverse effect on the provision of a government service or tax base of the City.
 - (2) The applicant has insufficient financial capacity
 - (3) Planned or potential use of the property would constitute a hazard to public safety, health or morals.
 - (4) Planned or potential use of the property violates governmental codes or laws.

VII. AGREEMENT

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

- (b) Such agreement shall be executed within ninety (90) days after the later of 1) the date applicant has forwarded all necessary information to the City or 2) the date of the approval of the application.
- (c) The City shall make its own determination of the property Tax Phase-In incentive which shall not bind any other jurisdiction.

VIII. ADMINISTRATION

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

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

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

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

Compliance will be monitored in the following manner:

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

IX. DEFAULT

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

In the event that the company or individual:

- (1) allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or
- (2) does not create jobs as outlined in the agreement; or
- (3) if an Existing Local Business falls below fifty percent (50%) of their base year employment number; or
- (3) violates any of the terms and conditions of the Tax Phase-In incentive agreement and fails to cure same during the Cure Period; or
- (4) if the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting fire, explosion or other casualty or accident or natural disaster, for a period of more than one (1) year during the Tax Phase-In incentive period;

then the agreement shall terminate and so shall the Tax Phase-In incentive of taxes for the calendar year during which the agreement is terminated. The taxes otherwise abated for that calendar year shall be paid to the City within sixty (60) days from the date of termination.

X. ASSIGNMENT

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

XI. SUNSET PROVISION

- (a) This policy is effective upon the date of the adoption and will remain in force for two (2) years, at which time all Reinvestment Zones and Tax Phase-In incentive contracts created pursuant to its provisions may be reviewed by the City to determine whether the goals have been achieved. Based on that review, this policy may be modified, renewed or eliminated, providing that such actions shall not affect existing contracts.
- (b) This policy does not amend any existing Industrial District Contracts or agreements with the owners of real property in areas deserving of specific attention as agreed by the City.
- (c) Prior to the date for review, as defined above, this Policy Statement may be modified by a three fourths (3/4) vote of members each governing body, as provided for under the laws of the State of Texas.

XII. SEVERABILITY AND LIMITATIONS

- (a) In the event that any section, clause, sentence, paragraph or any part of this Policy Statement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of this Policy Statement.
- (b) Property that is owned or leased by the following is excluded from the property Tax Phase-In incentive:
 - (1) a member of the governing body of the City of Brenham or a member of a planning board or commission of the City; or
 - (2) a member of the Commissioners Court or a member of a planning board or commission of Washington County.
- (c) If this Policy Statement has omitted any mandatory requirements of the applicable Tax Phase-In incentive laws of the State of Texas, then such requirements are hereby incorporated as a part of this Policy Statement.

XIII. VARIANCE

Requests for any variances from this Policy may be made in written form to the City Manager. Such request shall include a complete description of the circumstances explaining why the applicant, company or individual should be granted a variance. Approval of a request for variance requires a three- fourths (3/4) majority vote of the governing body of the City.

GLOSSARY

- (a) "City" means the City of Brenham, Texas that levies ad valorem taxes upon and/or provides services to property located within the City limits.
- (b) "Agreement" means a contractual agreement between a property owner and/or lessee and the City for the purpose of the Tax Phase-In incentive.
- (c) "Base year employment" means the average number of employees for each quarter at an existing local business of the year prior to the execution of the agreement.
- (d) "Base year value" means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the filing of an application for the Tax Phase-In incentive.
- (e) "Committee" means the Compliance Review Committee, consisting of representatives appointed by the City, County and Chief Appraiser's office to annually review documents verifying compliance of all projects receiving the Tax Phase-In incentive.
- (f) "Deferred maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- (g) "Existing Local Business" means a business that has been located in the City of Brenham and has paid property taxes for at least one full year prior to submitting any application for the property Tax Phase-In incentive.
- (h) "Expansion" means the addition of buildings, employees, structures, machinery or equipment for purposes of increasing production capacity.
- (i) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- (j) "Job(s)" shall represent a newly created or a retained employment position on a full-time permanent basis at an average base salary of \$36,000 or higher, including any benefits, whether hired directly or leased through an employee leasing service.
- (k) "Modernization" means the upgrading and or replacement of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.
- (l) "New Facility" means improvements to real estate previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (m) "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

EXHIBIT A
PRIMARY JOBS EMPLOYER DEFINITION

Sec. III (a)

Be a facility used or to be used by a Primary Jobs Employer.

"Primary job" means a job that is:

- (i) available at a company for which a majority of the products or services of that company are ultimately exported to regional, statewide, national, or international markets infusing new dollars into the local economy; and
- (ii) included in one of the following sectors of the North American Industry Classification System (NAICS):

NAICS Sector #	Description
111	Crop Production
112	Animal Production
113	Forestry and Logging
11411	Commercial Fishing
115	Support Activities for Agriculture and Forestry
211-213	Mining
221	Utilities
311-339	Manufacturing
42	Wholesale Trade
48-49	Transportation and Warehousing
51 (excluding 512131 and 512132)	Information (excluding motion picture theaters and drive-in motion picture theaters)
523-525	Securities, Commodity Contracts, and Other Financial Investments and Related Activities; Insurance Carriers and Related Activities; Funds, Trusts, and Other Financial Vehicles
5413, 5415, 5416, 5417, and 5419	Architectural, Engineering, and Related Services; Computer System Design and Related Services; Management, Scientific, and Technical Consulting Services; Scientific Research and Development Services; Other Professional, Scientific, and Technical Services
551	Management of Companies and Enterprises
56142	Telephone Call Centers
922140	Correctional Institutions

EXHIBIT B TAX PHASE-IN INCENTIVE SCHEDULES

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

TABLE 1 (earns 50% of incentive)

1A - Property Improvements by an Existing Local Business

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

1B - Property Improvements by a New Business

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

TABLE 2 (earns 50% of incentive)

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

Level	The number of new and/or retained full-time employees with an average salary level of \$36,000+/year including benefits averaged during the twelve calendar months prior to the tax assessment date of January 1:		Percent of property tax to be abated each year							
	From	To	1	2	3	4	5	6	7	8
1	10	19	45	40	30	20	0	0	0	0
2	20	29	45	45	40	30	20	0	0	0
3	30	39	45	45	45	40	30	20	0	0
4	40	49	45	45	45	45	40	30	20	0
5	50 and more		45	45	45	45	45	40	30	20

TABLE 3 Downtown Zone

Amount of valuation of
downtown reinvestment
determined by tax appraisal:

Percent of property tax to be abated each year

Valuation	1	2	3	4	5	6	7	8
\$ 50,000 to \$150,000	90	90	90	60	40	20	0	0
\$150,001 to \$250,000	90	90	90	90	60	40	20	0
\$250,001 and beyond	90	90	90	90	90	60	40	20

EXHIBIT C
MAP OF DOWNTOWN ZONE





AGENDA ITEM 8

DATE OF MEETING: April 19, 2018	DATE SUBMITTED: April 12, 2018													
DEPT. OF ORIGIN: Engineering	SUBMITTED BY: Lori Lakatos													
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION												
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Submitting a Letter of Interest to the Texas Department of Transportation (TxDOT) Aviation Division for Funding from the TxDOT Aviation Capital Improvement Program and Authorize the Mayor or City Manager to Execute Any Necessary Documentation														
SUMMARY STATEMENT: Staff has identified several airport improvement projects that would be beneficial to the airport. The Airport Advisory Board made a recommendation, based on staff recommendation, at their March 20, 2018 on when each project should be funded. The projects are as follows:														
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1. Airport Master Plan</td> <td style="width: 50%;">FY 2019</td> </tr> <tr> <td>2. Runway Bump Repair</td> <td>FY 2019</td> </tr> <tr> <td>3. North Hangar Access Taxiway Correction</td> <td>FY 2020</td> </tr> <tr> <td>4. Airport Access Road Drainage Correction</td> <td>FY 2020</td> </tr> <tr> <td>5. New Mirl/Wind Cone Lighting System</td> <td>FY 2021</td> </tr> <tr> <td>6. Runway and Taxiway Rehab Project</td> <td>FY 2022</td> </tr> </table> Based on the recommendation of the Airport Advisory Board and discussions with Staff and the Engineer it is recommended that the City submit a Letter of Interest to TxDOT Aviation for the Airport Master Plan and the Runway Bump Repair. The Airport Master Plan is to develop the long term goals to meet future aviation demands. This process will help determine what type of airport development is needed and how to grow the airport appropriately to meet the demands. The Runway Bump Repair is a safety concern for larger planes. This bump is within the touch down area. Most smaller planes can miss this area when landing, but larger plans tend to land there and it makes for a rough landing. This is an area of the runway that has been repaired before, but it has returned. The new proposed repair should be a more permanent fix to the situation.			1. Airport Master Plan	FY 2019	2. Runway Bump Repair	FY 2019	3. North Hangar Access Taxiway Correction	FY 2020	4. Airport Access Road Drainage Correction	FY 2020	5. New Mirl/Wind Cone Lighting System	FY 2021	6. Runway and Taxiway Rehab Project	FY 2022
1. Airport Master Plan	FY 2019													
2. Runway Bump Repair	FY 2019													
3. North Hangar Access Taxiway Correction	FY 2020													
4. Airport Access Road Drainage Correction	FY 2020													
5. New Mirl/Wind Cone Lighting System	FY 2021													
6. Runway and Taxiway Rehab Project	FY 2022													

In the past, the City has utilized Non-Primary Entitlement (NPE) funds from the FAA and TxDOT Aviation's Capital Improvement Projects (CIP) fund. The funds are provided at a 90/10 cost share. Staff would like to submit the Letter of Interest to be eligible for the funding match. It may take a year or two to get on the TxDOT funding cycle, but staff is hopeful it will be sooner.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: None
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve submitting a Letter of Interest to the Texas Department of Transportation (TxDOT) Aviation Division for Funding from the TxDOT Aviation Capital Improvement Program and authorize the Mayor or City Manager to execute any necessary documentation
APPROVALS: James Fisher



AGENDA ITEM 10

DATE OF MEETING: April 19, 2018	DATE SUBMITTED: April 13, 2018	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.074 – Texas Government Code – Personnel Matters – Evaluation of the City Manager		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: None		
APPROVALS: Milton Y. Tate, Jr.		