NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, FEBRUARY 21, 2019 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 – Councilmember Herring

3. Citizens Comments

CONSENT AGENDA

4. 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.

4-a. Minutes from the January 17, 2019 and February 7, 2019 Regular City Council Meetings **Pages 1-30**

4-b. Ordinance No. O-19-008 on Its Second Reading Amending Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham **Pages 31-63**

4-c. Ordinance No. O-19-009 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District of a 51.119 Acre Tract of Land, Described as R20290 (WCAD), John Long Survey, A156, in Brenham, Washington County, Texas from a Mixed Residential Use (R-2) District to a Commercial Research and Technology Use (B-2) District (Case No. P-19-005) **Pages 64-66**

WORK SESSION

5. Discussion and Presentation of the 2018 Annual Report and Crime Analysis for the City of Brenham Police Department **Pages 67-77**

REGULAR SESSION

6. **Discuss and Possibly Act Upon Approval of an Ordinance of the City of Brenham, Texas, Authorizing the Issuance and Sale of City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019; Levying a Tax in Payment Thereof; Authorizing the Execution and Delivery of a Purchase Agreement and a Paying Agent/Registrar Agreement; Approving the Official Statement; and Enacting Other Provisions Relating Thereto** **Pages 78-122**

7. **Discuss and Possibly Act Upon the Racial Profiling Report for the City of Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 123-127**

8. **Discuss and Possibly Act Upon the 2018 Use of Force Report for the City of Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 128-130**

9. **Discuss and Possibly Act Upon the 2018 Pursuit Report for the City of Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 131-133**

10. **Discuss and Possibly Act Upon Resolution No. R-19-009 Adopting a New Fee Schedule for the City of Brenham Animal Control Services and Brenham Pet Adoption & Care Center** **Pages 134-137**

11. **Discuss and Possibly Act Upon Ordinance No. O-19-010 on Its Second Reading Providing for the Abandonment of a 1,517 Square Foot Portion and a 137 Square Foot Portion of a 12-Foot Wide Alley in Block 6 of Hurt's Addition, Bounded on the North by West First Street, Bounded on the East by the Brenham Wholesale Grocery Co., Inc., Called 10,999 Square Foot Tract, Bounded on the South by the Remainder of the 12-Foot Alley, and Being Bounded on the West by the Brenham Wholesale Grocery Co., Inc. Called 0.4726 Acre Tract and the Susan Crawford Called 0.37 Acre Tract, Situated in Brenham, Washington County, Texas, Out of the A. Harrington Survey, Abstract No. 55 and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 138-147**

12. **Discuss and Possibly Act Upon the Rejection of Bids Related to City of Brenham Project No. 2018-04 for the 2018 Louanna Estates Subdivision Drainage Improvements and Authorize the Mayor to Execute Any Necessary Documentation** **Page 148**

13. **Discuss and Possibly Act Upon a One Year Contract Extension, in Accordance with Bid No. 18-007, for Mowing and Cleanup Services for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 149-152**

14. **Discuss and Possibly Act Upon a One Year Contract Extension, in Accordance with Bid No. 17-005, for the Purchase of Refuse Bags for the Sanitation Department and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 153-156**

15. **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, Texas by Amending Part 1, Sec. 5.02 Definitions, to Redefine Accessory Building or Use, Garage Apartment and Establish a New Definition for Accessory Dwelling Units (ADU); Part II, Division 1, Section 10 – Accessory Structures and Uses to Establish Standards Related to the Development of Such Uses; Part II, Division 1, Section 17 – Height and Area Exceptions of General Applicability; and Part II, Division 2 – Zoning District Regulations, to Allow Accessory Dwelling Units by Specific Use Permit in the Residential (R-1), Mixed Residential (R-2), and Manufactured Home Residential (R-3) Zoning Districts and By-Right in the Local Business/Residential Mixed Use (B-1) Zoning District (Case No. P-18-025)** **Pages 157-170**

16. **Discuss and Possibly Act Upon the Purchase of a Backhoe and Mini Excavator for Central Fleet Using Sourcewell Cooperative Contract Number 032515-JDC and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 171-177**

17. **Discuss and Possibly Act Upon a Ground Space Lease Agreement with Mark T. and Elaine Denson for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 178-188**

18. **Discuss and Possibly Act Upon a Ground Space Lease Agreement with Aviators Plus, LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 189-200**

19. **Discuss and Possibly Act Upon City of Brenham Project No. 64C-50C Related to FY19 Water Main Replacements and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 201-204**

20. **Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. for Services Related to the Water Line Extension to New Washington County Road and Bridge Building and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 205-217**

21. **Administrative/Elected Officials Report**

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

Adjourn

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

CERTIFICATION

I certify that a copy of the February 21, 2019 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 February 18, 2019 at **12:20 PM**.

Kacey A. Weiss, TRMC
Deputy City Secretary I

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 _____, 2019 at _____ AM PM.

_____ _____
Signature Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on January 17, 2019 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
Councilmember Albert Wright
Councilmember Clint Kolby

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary I Kacey Weiss, Deputy City Secretary II Karen Stack, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Human Resources Director Susan Nienstedt, Sara Parker, Strategic Budget Officer Debbie Gaffey, Director of Tourism and Marketing Jennifer Eckermann, Tammy Jaster, Fire Chief Ricky Boeker, Police Chief Allwin Barrow, Dant Lange, Allison Harper, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Alton Sommerfield, Development Services Director Lori Sanguedolce, Stephanie Doland, Susan Cates, Kelsey Toy and Melinda Gordon

Citizens present:

Perry Thomas and Pat Johnson

Media Present:

Arthur Hahn, Brenham Banner Press; and Josh Blaschke, KWHI

1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags – Councilmember Goss

DRAFT

3. Citizens Comments

Pat Johnson, owner of Select Furnishings, addressed Council regarding revisions to the sign ordinance. Johnson stated that due to the moratorium on sign permits, his business has been without an illuminated sign for two years. Johnson advised Council that in his opinion there needs to be additional options for LED signs. Johnson advised that he would like to purchase a 64 square foot sign for his business. Johnson explained that what is currently being recommended by staff only allows for a 48 foot sign however, this size sign is too small for people to read while driving down Highway 290. Johnson asked that Council consider his request for more options, including larger signs on the highway.

CONSENT AGENDA

4. Statutory Consent Agenda

4-a. Minutes from the December 13, 2018 Regular City Council Meeting

4-b. Ordinance No. O-19-005 on Its Second Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Recycling Center and Collection Station Rates

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the Statutory Consent Agenda Items 4-a. and 4-b. 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 Albert Wright	Yes
Councilmember Clint Kolby	Yes

WORK SESSION

5. Discuss and Review the FY2017-18 Fourth 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 that the City experienced favorable budget performance in all funds. Miller stated that the General Fund maintained above 90 days of reserves and all utility funds maintained above 60 days of working capital reserves.

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6. Discussion and Presentation Related to the Amendment of Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham

City Secretary Jeana Bellinger presented this item. Bellinger explained that according to her research, this Chapter was first codified into the City's code back in 1998 and has only had one minor update since then. Bellinger stated that the new Chapter will consist of 9 Articles (the current ordinance only has 3) that will mandate things such as: animals left in hot vehicles; private animal sales; head per acre limitations for livestock, revised requirements for multi-animal permits; clarification of rabies quarantine period; the addition of dangerous dog provisions; and the regulation of community cat colonies.

Councilmember Goss questioned enforcement of the ordinance. Chief Barrow commented that code enforcement, the Police Department, and animal control will all work together on enforcement. City Manager James Fisher stated that staff will work with the City's new Communications and Public Relations Manager Melinda Gordon to get the word out about the new ordinance and can also use social media to help spread the word .

REGULAR SESSION

7. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve an ordinance on its first reading amending Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham.

A motion was made by Councilmember Goss and seconded by Councilmember Herring to table this item.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	**No**
Councilmember Susan Cantey	**No**
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Albert Wright	Yes
Councilmember Clint Kolby	Yes

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8. Discuss and Possibly Act Upon Resolution No. R-19-003 Amending the City of Brenham Human Resources Policy Manual

City Manager James Fisher requested the Council consider tabling this item since they have not had very long to review the Policy.

A motion was made by Councilmember Herring and seconded by Councilmember Wright to table Item 8.

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 Albert Wright	Yes
Councilmember Clint Kolby	Yes

9. Discuss and Possibly Act Upon Resolution No. R-19-004 Authorizing the Submission of a Grant Application to Texas Parks and Wildlife Through the Community Outdoor Outreach Program (CO-OP) Grant for Angler Education Week at the Blue Bell Aquatic Center

Aquatic Center Supervisor Tammy Jaster presented this item. Jaster explained that the Community Outdoor Outreach Program (CO-OP) grant provides funding to local governments and non-profit organizations for programming that introduces under-served populations to environmental and conservation programs as well as Texas Parks and Wildlife Department's mission oriented outdoor activities. Jaster stated that staff would like to apply for the Community Outdoor Outreach Program grant in order to be able to offer Angler Education Week. Jaster advised that the grant would cover costs for refreshments and activity supplies. Jaster noted that for the last twelve years, the Blue Bell Aquatic Center has hosted an annual KidFish event that is free to the community. Jaster stated that staff's goal is to have the Angler Education Week October 7th – 11th which would lead straight into KidFish on October 12th.

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A motion was made by Councilmember Kolby and seconded by Mayor Pro Tem Ebel to approve Resolution No. R-19-004 authorizing the submission of a grant application to Texas Parks and Wildlife through the Community Outdoor Outreach Program (CO-OP) Grant for Angler Education Week at the Blue Bell Aquatic Center.

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 Albert Wright	Yes
Councilmember Clint Kolby	Yes

10. Discuss and Possibly Act Upon a Ground Space Lease Agreement with Brazos Exec Air, Inc. for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Development Services Director Lori Sanguedolce presented this item. Sanguedolce explained that Brazos Exec Air, Inc. currently has a lease agreement for 2903 Aviation Way and they are in the process of selling the hangar to another company. Sanguedolce stated that the prospective buyer of the hangar requested Brazos Exec. Air to have their existing ground lease increased to 30 years for tax purposes. Sanguedolce advised that the tax regulations require the ground lease be 30 years at the time of purchase for potential tax benefits. Sanguedolce noted that this lease agreement would replace the existing lease in its entirety. Sanguedolce explained that once the sale has taken place, the lease with Brazos Exec Air would be terminated and a new lease will be executed with the new owner. Sanguedolce stated that the lease agreement is the City's standard ground space lease for .08 cents per square foot with one exception; the lease rate may increase up to $0.02 cents every year. Sanguedolce advised that the original lease rate increase was up to $.02/sf every five years. Sanguedolce noted that this is a change the City is proposing for all future ground leases.

A motion was made by Councilmember Cantey and seconded by Councilmember Kolby to approve a Ground Space Lease Agreement with Brazos Exec Air, Inc. for hangar space at the Brenham Municipal Airport 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 Albert Wright	Yes
Councilmember Clint Kolby	Yes

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11. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 23, Subdivisions, of the Code of Ordinances of the City of Brenham, Section 23-22(1) to Remove the Twenty-Five (25) Foot Minimum Building Setback for Lots that Abut Arterial or Collector Streets in Brenham, Washington County, Texas (Case No. P-18-026)

A motion was made by Councilmember Herring and seconded by Councilmember Kolby to remove Item 11 from the table.

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 Albert Wright	Yes
Councilmember Clint Kolby	Yes

Assistant Director of Development Services Stephanie Doland presented this item. Doland explained that Council held a Public Hearing concerning this item on December 13, 2018. Doland stated that during the Council meeting, the item was postponed for consideration by the Council during a meeting in January 2019.

Doland advised that the amendment originally proposed to remove language pertaining to setbacks adjacent to collectors and arterials from the Subdivision Ordinance and relocate said language in the Zoning Ordinance. Doland explained that upon further review, staff is proposing an amendment to the setback requirements related to arterials and collectors within the City of Brenham extraterritorial jurisdiction (ETJ). Doland noted that the arterial setback will remain at 25 feet and the collector is proposed to be 15 feet. Doland stated that the Planning and Zoning Commission voted unanimously to recommend approval of the request.

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A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve an Ordinance on its first reading amending Chapter 23, Subdivisions, of the Code of Ordinances of the City of Brenham, Section 23-22(1) to remove the twenty-five (25) foot minimum building setback for lots that abut arterial or collector streets in Brenham, Washington County, Texas (Case No. P-18-026).

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 Albert Wright	Yes
Councilmember Clint Kolby	Yes

12. 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 by Amending Part II, Division 1, Section 17, Height and Area Exceptions of General Applicability, to Establish a Twenty-Five (25) Foot Minimum Building Setback for Property Adjacent to Arterial Roadways in Brenham, Washington County, Texas (Case No. P-18-026)

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to remove Item 12 from the table.

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 Albert Wright	Yes
Councilmember Clint Kolby	Yes

Assistant Director of Development Services Stephanie Doland presented this item. Doland explained that Council held a Public Hearing concerning this item on December 13, 2018. Doland stated that during the Council meeting, the item was postponed for consideration by the Council during a meeting in January 2019.

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Doland advised that this City initiated text amendment establishes a minimum 25-foot setback requirement for property within the City of Brenham adjacent to arterial streets in the zoning ordinance. Doland noted that in an effort to remain consistent in the review of setback requests for property in the City of Brenham, staff finds that relocating language about setbacks adjacent to arterial roadways from the subdivision ordinance to the zoning ordinance will allow the Board of Adjustment to consider all requests pertaining to setback variances. Doland stated that the Planning and Zoning Commission upheld the staff recommendation when they voted unanimously to recommend approval of the request.

A motion was made by Councilmember Kolby and seconded by Councilmember Cantey to approve an Ordinance on its first reading Amending Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham by amending Part II, Division 1, Section 17, Height and Area Exceptions of General Applicability, to establish a twenty-five (25) foot minimum building setback for property adjacent to arterial roadways in Brenham, Washington County, Texas (Case No. P-18-026).

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 Albert Wright	Yes
Councilmember Clint Kolby	Yes

13. Discuss and Possibly Act Upon the Final One Year Contract Extension, in Accordance with Bid No. 14-010, for Bulk Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle explained that on December 4, 2014, City Council approved a contract with Evoqua Water Technologies for the purchase of Sodium Chlorite at a cost of $0.74 per pound. Ogle stated that the contract was a one-year contract with four additional one-year terms (5 years total). Ogle advised that Evoqua has consistently provided good service to the city and they have agreed to extend their contract for the final renewal of one (1) year. Ogle noted that this year there would be a slight increase in the cost of Sodium Chlorite, from $0.74 per pound last year to a current price of $0.792 per pound, an increase of approximately $5,200.

A motion was made by Councilmember Kolby and seconded by Mayor Pro Tem Ebel to approve the final one year contract extension with Evoqua Water Technologies for bulk water treatment chemicals in accordance with Bid No. 14-010, subject to receiving the proper documentation related to the new price of 0.792 per pound, and authorize the Mayor to execute any necessary documentation.

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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 Albert Wright	Yes
Councilmember Clint Kolby	Yes

14. Discuss and Possibly Act Upon Bid No. 61C-148C Related to the Copper Conductor Replacement Project and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle explained that in 2017, an Agreement between the City of Brenham and McCord Engineering was signed to perform engineering services related to the Copper Conductor Replacement and Power Line Rehabilitation. Ogle stated that the copper lines being replaced are 50 to 60 plus years old and are mainline conductor. Ogle advised they would be replaced with an Aluminum Conductor that is Steel Reinforced (ACSR). Ogle noted that this is a proactive approach to increase system reliability and reduce customer outages. Ogle stated that two bids were received for the rehabilitation project. Ogle advised that the low bidder, Techline Construction, LLC is qualified and experienced in this type of work and has been recommended by McCord Engineering

A motion was made by Councilmember Herring and seconded by Councilmember Wright to award Bid No. 61C-148C for Option 2 Total-All Items to Techline Construction LLC in the amount of $1,006,910.95 related to the Copper Conductor Replacement Project 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 Albert Wright	Yes
Councilmember Clint Kolby	Yes

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15. Discuss and Possibly Act Upon the Purchase of Material for the Copper Conductor Replacement Project from Techline, Inc. Through the Lower Colorado River Authority (LCRA) Material Program and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle explained that the construction phase of the Copper Conductor Replacement Project is set to begin for Section 1 (Atlow Subdivision) and Section 5. Ogle stated that all materials purchased for the Copper Conductor Replacement Project would be purchased from Techline, Inc. through the LCRA Material Purchasing Program.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Ebel to approve the purchase of material for the Copper Conductor Replacement Project, Sections 1 and 5, in the amount of $188,599.25, to Techline, Inc. through the Lower Colorado River Authority (LCRA) Material Program and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Albert Wright	Yes
Councilmember Clint Kolby	Yes

16. Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Boards and Committees

Deputy City Secretary II Karen Stack presented this item. Stack explained that according to the City of Brenham's Policies and Procedures for Boards and Commissions, a Subcommittee of City Council is to review applications for appointment to boards and commissions, and make recommendations to the full Council. The sub-committees recommendations to the Council are as follows:

Airport Advisory Board:

Brent Nedbalek
Bryan Butler
Mark Whitehead
Edwin Owens

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Brenham Housing Authority:

Richard Flammer
Cory Flencher
Marcus Wamble
Lillian Pollard

Planning and Zoning Commission:

Marcus Wamble
Leroy Jefferson
Calvin Kossie
Lynnette Sheffield

Brenham Community Development Corporation:

Bill Betts
John Hasskarl
Gary Crocker

Library Advisory Board:

Keith Herring
Jamey Johnson
Sabrina Roberts (Fortnightly Club Appointee)

Main Street Board:

Walter Jackson
Tom Whitehead
Jeffrey Lewman
Evonne Sturm

Parks and Recreation Advisory Board:

Jim Baker
Matthew Wehring
Lee Chalmers
Andrea Fischer

Stack advised that the Subcommittee does not yet have recommendations for appointments to the Board of Adjustments, Building Standards Commission or Animal Services. Stack noted that these appointments would be brought back to Council in the near future.

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A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve the recommendations for appointments and/or re-appointments to various City boards and committees in accordance with the recommendations of the subcommittee.

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 Albert Wright	Yes
Councilmember Clint Kolby	Yes

17. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- Washington County Chamber of Commerce banquet is February 5th
- The next Economic Development Strategic meeting will be held on February 12th at the Nancy Carol Roberts Memorial Library

Assistant City Manager – Chief Financial Officer Carolyn Miller introduced two new employees:

- Susan Cates, Economic Development Director
- Melinda Gordon, Communications and Marketing Manager

Council adjourned into Executive Session at 2:29 p.m.

EXECUTIVE SESSION

18. Section 551.087 – Texas Government Code – Economic Development Negotiations – Discuss and Deliberate Project BK Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate In or Near the City of Brenham and With Which the City is Conducting Economic Development Negotiations

Executive Session adjourned at 3:19 p.m.

DRAFT

RE-OPEN REGULAR AGENDA

19. Discuss and Possibly Act Upon a Chapter 380 Development Agreement Regarding Project BK and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Kolby and seconded by Councilmember Wright to approve Resolution No. R-19-005 authorizing the Mayor to enter into a Chapter 380 Economic Development Agreement between the City of Brenham and BK Stringer Limited also known as Baker Katz related to a commercial and retail development at the intersection of Highway 290 E and Chappell Hill.

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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	Yes
Councilmember Clint Kolby	Yes

20. Discuss and Possibly Act Upon Resolution No. R-19-005 Supporting Projects and Programs Promoting and Encouraging the Enhancement of Economic Activity, Increase of Commercial Investment and Expansion of Job Opportunities in the City of Brenham

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve Resolution No. R-19-005 with the correction of the Resolution No. to R-19-006.

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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	Yes
Councilmember Clint Kolby	Yes

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The meeting was adjourned.

_____
Milton Y. Tate, Jr.
Mayor

_____
Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on February 7, 2019 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 Keith Herring
Councilmember Clint Kolby

Members absent:

Councilmember Danny Goss
Councilmember Albert Wright

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary I Kacey Weiss, Deputy City Secretary II Karen Stack, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Human Resources Director Susan Nienstedt, Sara Parker, Director of Tourism and Marketing Jennifer Eckermann, Fire Chief Ricky Boeker, Police Chief Allwin Barrow, Allison Harper, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Lori Sanguedolce, Stephanie Doland, Kevin Boggus, Alyson Toefel, Todd Ashorn, Kelvin Raven, Jared Campbell, Lance Weiss, Officer John Snowden, Lawrence Garnett, Dant Lange, Becky Squyres, Michele Glenz, Susan Cates, Joe Merkley, Lloyd Powell, Steven Eilert, Jason Derrick

Citizens present:

Charlie Pyle, Perry Thomas, Angela Hahn, Elizabeth Price, Dorothy Morgan, Barbara Ross, Danny Ross, Doug Baker

Media Present:

Arthur Hahn, Brenham Banner Press; and Josh Blaschke, KWHI

1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags – Councilmember Cantey

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3. Service Recognitions

- Jared Campbell, Police — 5 Years
- Lance Weiss, Police — 10 Years
- John Snowden, Police — 15 Years
- Becky Squyres, Public Utilities — 20 Years
- Dant Lange, Police — 25 Years
- Michele Glenz, Public Utilities — 30 Years

4. Citizens Comments

Chief Barrow introduced new Brenham Police Officer, Lawrence Garnett.

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Minutes from the December 20, 2018 and January 10, 2019 Regular City Council Meetings

5-b. Ordinance No. O-19-006 on Its Second Reading Amending Chapter 23, Subdivisions, of the Code of Ordinances of the City of Brenham, Section 23-22(1) to Remove the Twenty-Five (25) Foot Minimum Building Setback for Lots that Abut Arterial or Collector Streets in Brenham, Washington County, Texas (Case No. P-18-026)

5-c. Ordinance No. O-19-007 on Its Second Reading Amending Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham by Amending Part II, Division 1, Section 17, Height and Area Exceptions of General Applicability, to Establish a Twenty-Five (25) Foot Minimum Building Setback for Property Adjacent to Arterial Roadways in Brenham, Washington County, Texas (Case No. P-18-026)

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the Statutory Consent Agenda Item 5-a. through 5-c., with a correction to the December 20, 2018 minutes removing redundant motion language in Item 12.

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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

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PUBLIC HEARING

Mayor Tate opened the Public Hearing.

6. Public Hearing to Consider Amending Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Texas by Amending Part 1, Sec. 5.02 Definitions, to Redefine Accessory Building or Use, Garage Apartment and Establish a New Definition for Accessory Dwelling Units (ADU); Part II, Division 1, Section 10 – Accessory Structures and Uses to Establish Standards Related to the Development of Such Uses; Part II, Division 1, Section 17 – Height and Area Exceptions of General Applicability; and Part II, Division 2 – Zoning District Regulations, to Allow Accessory Dwelling Units by Specific Use Permit in the Residential (R-1), Mixed Residential (R-2), and Manufactured Home Residential (R-3) Zoning Districts and By-Right in the Local Business/Residential Mixed Use (B-1) Zoning District (Case No. P-18-025)

This item was presented by Assistant Director of Development Services Stephanie Doland. Doland explained that this is a Public Hearing initiated by a request from Mary Thornhill to amend the zoning ordinance to allow accessory dwelling units (ADUs) within various residential zoning districts and to establish specific standards for such uses.

Doland explained that Ms. Thornhill wishes to construct an ADU on her property and requested that the City consider an amendment to allow ADUs in Brenham. Doland further stated that Ms. Thornhill submitted a proposed text amendment which included defining ADUs and allowing said use by-right in the R-1, Residential District.

Doland stated that staff researched the proposed text amendment and recommends the following text amendments:

- Revise the definition of Accessory Building or Use and Garage Apartments;
- Adopt a definition for Accessory Dwelling Unit;
- Delete the definition of Servants' Quarters;
- Revise the use-specific standards for Accessory Structures and Uses;
- Adopt use-specific standards for ADUs;
- Allow ADUs by Specific Use Permit in R-1, R-2, and R-3, and
- Allow ADUs by-right in B-1.

Doland reported that on January 28, 2019, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the proposed text amendment with the following conditions:

- That all detached accessory structures in residential districts shall be located in the rear yard and shall have a side and rear yard of not less than five (5) feet, and
- To remove height restrictions pertaining to ADUs.

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Councilmember Cantey expressed her concern about the regulation and management of ADUs. Cantey sated her two main concerns were parking and that the ADU may become a multi-family dwelling.

Councilmember Kolby stated he is in favor of ADUs as they may provide affordable housing options for single individuals or person that have elderly family members.

Councilmember Herring asked if there was a way for us to restrict occupants based on the square footage of the ADU. Doland said that would be something she could look into with the City Attorney.

Mayor Tate closed this Public Hearing.

7. Public Hearing to Consider an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning District of a 51.119 Acre Tract of Land, Described as R20290 (WCAD), John Long Survey, A156, in Brenham, Washington County, Texas from a Mixed Residential Use (R-2) District to a Commercial Research and Technology Use (B-2) District (Case No. P-19-005)

This item was presented by Assistant Director of Development Services Stephanie Doland. Doland explained this is a Public Hearing for a request by Brenham Market Square, LP for their property to be rezoned from a combination of Mixed Residential Use District (R-2) and Commercial Research and Technology Use District (B-2) to Commercial Research and Technology Use District (B-2) for a mixed use development proposed to include multiple-family, office, and retail uses. Doland stated the property in question is located west of the intersections of South Market Street, Cantey Street and US Highway 290 E, and is a primarily vacant 51.119-acre tract of land.

Doland stated the proposed rezoning request is in accordance with land use policies adopted in Envision 2020, the City of Brenham Comprehensive Plan which recommends the City consider multiple-family uses near major arterials as well as commercial and retail uses along highly traveled roadways such as U. S. Highway 290.

Doland stated that six public comments were received prior to the Planning and Zoning Commission meeting; six of them were opposed to the rezoning and one was neither for nor against. Doland further stated that on November 26, 2018, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request.

Doland introduced a representative of Brenham Market Square, Paul Laventis. Mr. Laventis stated his company was trying to establish a “live, work, and play” environment similar to one they developed in College Station, Century Square. Laventis stated the development would include commercial properties such as restaurants, hotels, and office space, as well as multi-family dwellings. Laventis further stated this would be a 5-7 year project.

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Mayor Tate closed this Public Hearing

REGULAR SESSION

8. Discuss and Possibly Act Upon Resolution No. R-19-003 Amending the City of Brenham Human Resources Policy Manual

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Cantey to remove this item from the table.

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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

This item was presented by Human Resources Director Susan Neinstedt. Neinstedt explained that the item had been tabled at the January 27, 2019 meeting so that a few final revisions could be reviewed by the City Attorney. Neinstedt stated that the current policy manual was last revised in September 2015, and that several revisions and additions were necessary to be consistent with regulations and city procedures and practices. Neinstedt stated the final version has been reviewed by the City Attorney.

A motion was made by Councilmember Cantey and seconded by Councilmember Kolby to approve Resolution Number R 19-003 amending the City of Brenham Human Resources Manual effective February 7, 2019.

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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

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9. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Cantey to remove this item from the table.

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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

Captain Dant Lange and Animal Services Manager Alison Harper presented this item. Lange explained that this item was tabled at the January 17, 2019 meeting. Lange stated that the new ordinance addresses things such as animals left in hot vehicles, private animal sales, head per acre limitations for livestock, revised requirements for multi-animal permits, clarification of rabies quarantine period, the addition of dangerous dog provisions, and the regulation of community cat colonies.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve an ordinance, as presented around the dais in redline format, on its first reading, amending Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham, with a minor wording change in Sec. 5-83.1.c. to read “appropriate law enforcement agency” instead of “police”.

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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

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10. Discuss and Possibly Act Upon Resolution No. R-19-007 Authorizing the City of Brenham's Participation in the U. S. Department of Justice and the U.S. Department of the Treasury Asset Forfeiture and Equitable Sharing Programs

Police Chief Allwin Barrow presented this item. Chief Barrow explained that in October of 2018, the Brenham Police Department conducted a joint task force operation with the assistance of the DEA and ATF. Barrow stated that the outcome of this operation resulted in seizure money, and in order for the Brenham Police Department to receive this money, Brenham must become part of an Equitable Sharing Program with the Department of Justice.

A motion was made by Councilmember Kolby and seconded by Mayor Pro Tem Ebel to approve Resolution No. R-19-007 authorizing the City of Brenham's participation in the U.S. Department of Justice and the U.S. Department of the Treasury Asset Forfeiture and Equitable Sharing Programs.

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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

11. 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, Texas by Amending Part 1, Sec. 5.02 Definitions, to Redefine Accessory Building or Use, Garage Apartment and Establish a New Definition for Accessory Dwelling Units (ADU); Part II, Division 1, Section 10 – Accessory Structures and Uses to Establish Standards Related to the Development of Such Uses; Part II, Division 1, Section 17 – Height and Area Exceptions of General Applicability; and Part II, Division 2 – Zoning District Regulations, to Allow Accessory Dwelling Units by Specific Use Permit in the Residential (R-1), Mixed Residential (R-2), and Manufactured Home Residential (R-3) Zoning Districts and By-Right in the Local Business/Residential Mixed Use (B-1) Zoning District (Case No. P-18-025)

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to table this item.

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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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District of a 51.119 Acre Tract of Land, Described as R20290 (WCAD), John Long Survey, A156, in Brenham, Washington County, Texas from a Mixed Residential Use (R-2) District to a Commercial Research and Technology Use (B-2) District (Case No. P-19-005)

Assistant Director of Development Services Stephanie Doland presented this item. Doland explained staff received a request by Brenham Market Square, LP for their property to be rezoned from a combination of Mixed Residential Use District (R-2) and Commercial Research and Technology Use District (B-2) to Commercial Research and Technology Use District (B-2) for a mixed use development proposed to include multiple-family, office, and retail uses. Doland stated the property in question is located west of the intersections of South Market Street, Cantey Street and US Highway 290 E, and is a primarily vacant 51.119-acre tract of land.

A motion was made by Councilmember Kolby and seconded by Councilmember Cantey to approve an ordinance, as presented in redline format around the dais, on its first reading amending the Official Zoning Map of the City of Brenham, to change the Zoning District of a 51.119 Acre Tract of Land, Described as R20290 (WCAD), John Long Survey, A156, in Brenham, Washington County, Texas from a Mixed Residential Use (R-2) District to a Commercial Research and Technology Use (B-2) District (Case No. P-19-005).

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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

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13. Discuss and Possibly Act Upon a Bid for City of Brenham Project No. 2017-02 Related to the 2017 Wastewater Treatment Plant Storm Damage Repairs and Authorize the Mayor to Execute Any Necessary Documentation

Development Services Director Lori Sangueldolce presented this item. Sangueldolce stated that during the May 2016 flood event, the City of Brenham's Wastewater Treatment Plant experienced severe erosion along Hog Branch. According to Sangueldolce, the erosion undermined the security fence, outfall structure, chemical and water lines, and is encroaching on structures. Sangueldolce stated this project was submitted to FEMA as part of the damage inventory and is considered an eligible project under the disaster declaration DR-4272. Sangueldolce said this project is funded at a 75/25 cost share.

Sangueldolce stated the notice to bidders for this project was published December 13, 2018 and December 20, 2018, and the submittals were due on January 8, 2019 at 2:00 PM. Sangueldolce reported that two contractors submitted bids ranging from $1.38 million to $1.45 million for the base bid. Sangueldolce stated that based on discussions with the consultant and City staff the lowest qualified contractor for this project is Solid Bridge Construction, LLC. Sangueldolce said the base bid is $1,380,120.00 and the alternate bid is $107,790.00 for a total $1,487,910.00.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to award a bid for the City of Brenham Project No. 2017-02 related to the 2017 Wastewater Treatment Plant Storm Damage Repairs, with alternate bid, to Solid Bridge Construction, LLC in the amount of $1,487,910.00 subject to review of Solid Bridge Construction's financials by the City Manager and Assistant City Manager - Chief Financial Officer 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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

14. Discuss and Possibly Act Upon Resolution No. R-19-008 Authorizing the Acceptance of Infrastructure Improvements in the Vintage Farms Phase I Subdivision

Development Services Director Lori Sangueldolce presented this item. Sangueldolce stated that CTX Development Company has completed infrastructure improvements related to the development of Phase I of Vintage Farms, a 137 lot residential phase of the subdivision at the corner of Dixie Road and State Highway 36 North.

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Sangueldolce explained the infrastructure improvements have been constructed and inspected according to the City of Brenham ordinances and regulations and are ready for acceptance by the City of Brenham.

A motion was made by Councilmember Herring and seconded by Councilmember Kolby to approve Resolution No. R-19-0008 authorizing the acceptance of infrastructure improvements in the Vintage Farms Phase I Subdivision.

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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

15. Discuss and Possibly Act Upon an Ordinance on Its First Reading Providing for the Abandonment of a 1,517 Square Foot Portion and a 137 Square Foot Portion of a 12-Foot Wide Alley in Block 6 of Hurt's Addition, Bounded on the North by West First Street, Bounded on the East by the Brenham Wholesale Grocery Co., Inc. Called 10, 999 Square Foot Tract, Bounded on the South by the Remainder of the 12-Foot Alley, and Being Bounded on the West by the Brenham Wholesale Grocery Co., Inc. Called 0.4726 Acre Tract and the Susan Crawford Called 0.37 Acre Tract, Situated in Brenham, Washington County, Texas, Out of the A. Harrington Survey, Abstract No. 55 and Authorize the Mayor to Execute Any Necessary Documentation

Development Services Director Lori Sangueldolce presented this item. Sangueldolce stated that Brenham Wholesale Grocery Co. and Susan Crawford have requested that a portion of the unimproved alley, located off of West First Street be abandoned. Sangueldolce said that Brenham Wholesale submitted the alley abandonment request on December 21, 2018 and the Crawfords submitted their request on January 9, 2019. Sangueldolce stated that both requestors ask that they get their respective portion of the alley and that the abandonment of this alley does not create an undue burden on traffic or on utilities.

A motion was made by Councilmember Kolby and seconded by Councilmember Cantey to approve an Ordinance on its first reading, as presented in redline format around the dais, providing for the abandonment of a 1,517 square foot portion and a 137 square foot portion of a 12-foot wide alley in Block 6 of Hurt's Addition, bounded on the north by West First Street, bounded on the east by the Brenham Wholesale Grocery Co., Inc. called 10,999 square foot tract, bounded on the south by the remainder of the 12-foot alley, and being bounded on the west by the Brenham Wholesale Grocery Co., Inc. called 0.4726 acre tract and the Susan Crawford called 0.37 acre tract, situated in Brenham, Washington County, Texas, out of the A. Harrington Survey, Abstract No. 55 and authorize the Mayor to execute any necessary documentation.

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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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

16. Discuss and Possibly Act Upon the Purchase of a Trackhoe for the Sanitation Department and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau reported that on December 5, 2018 the Sanitation Department's 1994 trackhoe that is used for grinding mulch and brush caught fire. Rau stated that the machine was evaluated by TML and was ruled a total loss. Rau advised that TML will fully reimburse the City for the a replacement trackhoe

Rau advised Council that his staff has found a 2014 John Deere 210GLC with a Solesbee grapple that is similar to the old unit, and that compared to equivalent quotes on units similar in age and size, they feel this unit will be the best value for the City of Brenham. Rau asked Council to approve the purchase of a 2014 John Deere 210GLC from RDO Equipment Company, out of Pflugerville, TX, for $103,850.00. Rau added that they would be receiving an additional transmission and hydraulics warranty on the unit.

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Cantey to approve the purchase of a trackhoe from RDO Equipment Co., in the amount of $103,850.00, for the Sanitation Department 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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

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17. Discuss and Possibly Act Upon Bid No. 10-2018 Related to the Henderson Park Improvements, Phase 1, and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau reported that in June of 2017, BCDC approved $294,500 for Phase I Improvements to Henderson Park. Rau advised that this project was bid in October, 2018 with only one bid received at a value four times the budget. Rau explained that it was decided to reject those bids.

Rau reported that on January 9, 2019, this project was re-bid with a more conservative breakdown considering alternates in the bid in which more flexibility would be given to staff on choosing how to move forward if bids came back high once again. Rau said that this round of bids came back much better and three bids were received. Rau explained that the following items were bid out: ADA accessible sidewalks connecting the parking lot, kitchen; a playscape; a new barbeque pit area (Alternate 2); ADA parking upgrades; improvements to the kitchen area; making the restrooms ADA accessible and adding HVAC; and various improvements to the concession and restroom area near the baseball field (Alternate 1).

Rau reported that when presented to BCDC it was recommended that the base bid be awarded along with Alternate 2 (new barbeque pit area). Rau said the total amount of the base bid and Alternate 2 totals $156,400.50. Rau stated that alternate 1 which is the concession stand and restroom improvements by the ballfield would be left out at this time but may be included in Phase 2 which BCDC also dedicated funds for.

Rau asked council to approve the base bid and Alternate 2 to Four Seasons Development Co. for $156,400.50 for Phase I improvements to Henderson Park. Rau added that Strand and Associates has helped evaluate Four Seasons Development and it appears that they have very good references.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Ebel to award Bid No. 10-2018, related to the Henderson Park Phase I Improvements, for the base bid and Alternate No. 2 to Four Seasons Development Co. in the amount of $156,400.50 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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

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18. Discuss and Possibly Act to Rescind the December 15, 2016 Approval by the City Council of a Lease Agreement Between the City of Brenham and Simon Theater Master Tenant, LLC for the Management and Operation of the Barnhill Center at the Historic Simon Theater and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager - CFO Carolyn Miller presented this item. Miller stated that in order for the City Council to consider the companion agenda item (No. 19), the Council must rescind the lease agreement that was approved by Council on December 15, 2016 between the City of Brenham and Simon Theater Master Tenant, LLC (Landlord). Miller explained that the 2016 agreement was never executed by the Simon group and therefore, needs to be rescinded by City Council.

A motion was made by Councilmember Cantey and seconded by Councilmember Kolby to rescind the December 15, 2016 Lease Agreement between the City of Brenham and Simon Theater Master Tenant, LLC. for the management and operation of the Barnhill Center at the Historic Simon Theater 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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

19. Discuss and Possibly Act Upon a Memorandum of Understanding Between the City of Brenham and Simon Theater Master Tenant, LLC for the Management and Operation of the Barnhill Center at the Historic Simon Theater and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager - CFO Carolyn Miller presented this item. Miller explained that this Memorandum of Understanding (MOU) is a more streamlined agreement between the City of Brenham and the Simon Theater Master Tenant, LLC. Miller explained that in the MOU the City will have exclusive use of the Barnhill Center for general business and recreational use in exchange for $1,500 per month. Miller also explained that under the new MOU the City will have the authority to establish rental rates, have exclusive administrative rights and control over website and social media domains, have final authority in development of marketing materials and advertisements, have control over the published telephone number, and have control over concessions.

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Miller added that under this new MOU, the City agrees to have staff present at all times during events at the facility, ensure that outside parties purchase event insurance, keep all audio-visual equipment in good and clean order, be responsible for building repairs, maintenance, and elevator warranty up to $12,000 per year, and maintain insurance.

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to approve a Memorandum of Understanding between the City of Brenham and the Simon Theater Master Tenant, LLC for the management and operation of the Barnhill Center at the Historic Simon Theater 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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

20. Discuss and Possibly Act Upon the Acceptance of the 2018 Audit of the Washington County Appraisal District by Seidel, Schroeder & Company

Assistant City Manager - CFO Carolyn Miller presented this item. Miller stated that the City has received a copy of the Washington County Appraisal District's (WCAD) audited financial statement for the fiscal year ending August 31, 2018. Miller shared the transmittal letter from Chief Appraiser Willy Dilworth which explains that the WCAD audit was performed by Seidel, Schroeder & Company and that no discrepancies were found.

Miller advised the Council that Dilworth reported there were savings of $39,275 for FY17-18 and that once the best use of these excess funds has been determined, he will return to the Council for approval of expenditures.

A motion was made by Councilmember Herring and seconded by Councilmember Kolby to approve the acceptance of the 2018 audit of the Washington County Appraisal District by Seidel, Schroeder & Company.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

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21. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. for Services Related to the Baker Katz Development Project and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle stated the agreement is for engineering services related to the Baker Katz Development Project. Ogle stated the project will extend sanitary sewer service to several unserved tracts of land located near the intersection of the US Highway 290 South frontage road and Chappell Hill Street. Ogle said the project will also provide service to the proposed Family Park and possibly provide an option to remove the current lift station at the State Supported Living Center. Ogle said the sanitary sewer expansion includes approximately 3,900 linear feet of gravity sewer, 7,100 linear feet of force main, and a 200-gallon per minute lift station with an emergency generator.

Ogle said the services to be provided include, but are not limited to, submitting design drawings, specifications, bid form, and a final opinion of probably construction costs for this project, finalize documents for bidding purposes and distribute bidding documents, attend prebid meeting, attend bid opening, and provide contract administration services including review of contractor's drawing submittals, review of contractor's periodic pay request, and provide record drawings. Ogle said the total cost of the engineering services is not to exceed $117,000.

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc. for services related to the Baker Katz Development Project, not to exceed $117,000, 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	**Absent**
Councilmember Keith Herring	Yes
Councilmember Albert Wright	**Absent**
Councilmember Clint Kolby	Yes

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22. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- The installation of the street bollards in Downtown is now underway.
- The economic development strategic meeting will be held on February 12th at the Nancy Carol Roberts Memorial Library from 11:00 a.m. to 3:00 p.m.
- On February 21st at 10:00 a.m. a group of third graders from the Gifted and Talented program at Alton Elementary will be at City Hall for a work session meeting in which they will discuss the comprehensive plan with staff and Council.
- There will be a public meeting on February 28th from 5:15 p.m. to 7:00 p.m. at the Barnhill Center regarding the Comprehensive Plan.
- On February 28th at 11:00 a.m. there will be a joint meeting of the City Council, the Planning & Zoning Commission and the Board of Adjustments to review the Comprehensive Plan.

Council adjourned into Executive Session at 2:52 p.m.

EXECUTIVE SESSION

23. Section 551.071 – Texas Government Code – Consultation with Attorney – Consultation with the City Attorney for the Purpose of Seeking Legal Counsel Regarding Brenham Police Department Matters, Personnel, and Associated Issues

Executive Session adjourned at 4:04 p.m.

The meeting was adjourned.

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Milton Y. Tate, Jr.
Mayor

_____

Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

ORDINANCE NO. O-19-008

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 5, ANIMAL AND FOWL, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS PROVIDING FOR THE REGULATION OF ANIMALS AND FOWL WITHIN THE CITY LIMITS; PROVIDING FOR THE REGULATION OF LIVESTOCK; PROVIDING FOR THE REGULATION OF BIRDS AND FOWL; PROVIDING FOR THE REGULATION OF THE KEEPING OF DOMESTIC BEES; PROVIDING FOR THE REGULATION OF DOGS AND CATS; PROVIDING FOR THE REGULATION OF RABIES ENFORCEMENT; PROVIDING FOR THE REGULATION OF IMPOUNDMENT AND DISPOSITION; PROVIDING FOR THE REGULATION OF DANGEROUS DOGS; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETINGS

WHEREAS, the City Council of the City of Brenham is authorized to adopt animal control regulations pursuant to Chapter 826 of the Texas Health and Safety Code, and is authorized to define and abate nuisances pursuant to Chapter 217 of the Texas Local Government Code; and

WHEREAS, in order to enhance, promote and protect the health, safety and general welfare of the citizens of Brenham, Texas the City Council must from time to time amend and/or adopt new regulations; and

WHEREAS, the City Council finds the following regulations to be reasonable and beneficial to the general health, safety and welfare of the citizens of Brenham; and

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

SECTION 1.

Chapter 11, Article VI, Keeping of Domestic Bees, of the Code of Ordinances of the City of Brenham, Texas, is hereby repealed and rescinded in its entirety.

SECTION 2.

Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham, Texas, is hereby repealed and rescinded in its entirety.

SECTION 3.

Chapter 5, Animals and Fowl, of the Code of Ordinances of the City of Brenham, Texas, shall read as follows:

ARTICLE I. IN GENERAL

Sec. 5-1. Definitions.

For the purpose of this chapter, the following terms are defined as follows:

Abandonment: To desert or leave without care.

Africanized bees: "Wild" bees that are overly aggressive and are more likely to sting in greater numbers.

Animal: Any living creature, except human, being classified as a member of the Kingdom Animalia and including, but not limited to, mammals, birds, reptiles and fish.

Animal Control Authority: Any employee or contractor appointed by the City Manager for the purpose of the enforcement of this Chapter or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals. These individuals are given the authority to issue citations for any violation of this Chapter.

Animal establishment: Any facility or business that has custody or control of any animal within the city, including, but not limited to, pet shops, grooming and boarding facilities, animal auction facilities or kennels. This term does not include veterinary or medical facilities, research or other facilities licensed by government agencies.

Animal shelter: Facility operated by the City of Brenham for the temporary confinement, safekeeping and control of animals that come into the custody of the City of Brenham.

Apiary: A place where one (1) or more bee colonies are kept.

At large: Means an animal that meets at least one (1) of the following criteria:

(1) An animal that is not confined to the premises of the owner by substantial physical means of restraint of sufficient height, strength, and/or manner of construction to preclude the animal from leaving the premises of the owner or being able to come within six (6) feet of any public area;

(2) An animal that is not under direct physical control of a person by means of a restraint of sufficient strength and of a length of not more than six (6) feet.

Bee: Any stage of the common domestic honey bee, Apis Mellifera species.

Beekeeper: A person who owns or has charge of one (1) or more colonies of bees.

Cat: Any member of the family Felis domestica.

City: The City of Brenham, Texas, an incorporated municipality located in Washington County, Texas.

Colony: A hive and its equipment and appurtenances, including bees, comb, honey, pollen and brood.

Community cat: A feral cat that has been ear-tipped, vaccinated and sterilized through trap-neuter-return.

Community cat caregiver: A person who participates in trap-neuter-return and/or provides care, including food, shelter, and/or medical care to community cats. A community cat caregiver shall not be considered the owner, caretaker, custodian, harbor, or keeper of a community cat.

Community cat colony: A group of community cats that congregate, more or less, together as a unit and may share a common food source.

Currently vaccinated: An animal that is considered to have a current anti-rabies vaccination according to the Texas State Rabies Control Act, as amended, and the minimum standards established by the appropriate state agency or rule-making board.

Dangerous animal means:

(1) An animal that makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than the enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own; or

(2) An animal that commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to that person; or

(3) An animal that commits an unprovoked attack on human being that causes serious bodily injury or death and occurs in an enclosure for which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own unless the person who was attacked was trespassing or otherwise violating the law by being within the enclosure; or

(4) An animal that is at large and commits an unprovoked attack on a domestic animal that causes the death of the attacked animal; or

(5) An animal that is at large and commits an unprovoked attack on a domestic animal that causes serious bodily injury to the attacked animal and the attacking animal has already committed at least one (1) unprovoked attack on a previous occasion against a human being or domestic animal.

The term dangerous animal does not include an animal that commits an unprovoked attack on a human being in an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure where the person who was attacked was trespassing or otherwise violating the law by entering the enclosure.

Dog: Any member of the family Canis familaris.

Domestic animal: Any animal whose physiology has been determined or manipulated through selective breeding and which does not occur naturally in the wild and which may be vaccinated against rabies with an approved rabies vaccine and which has an established rabies quarantine observation period.

Ear-tipping: The removal of the 3/8 inch tip of a cat's ear, performed by a licensed veterinarian while the cat is under anesthesia, to identify the cat as being a community cat that has been sterilized and lawfully vaccinated for rabies.

Enclosure shall mean pens, hutches, cages or some other physical means of sufficient height, strength, length, or manner of construction to preclude an animal from escaping. Such enclosure shall be securely enclosed and designed with secure sides, top and bottom.

Exotic animal shall mean the same as a wild animal.

Feral cat: Any member of the species felis domestica that is undomesticated, wild, homeless, untamed, or otherwise unaccustomed to human interaction. Other common names include stray cat or barn cat.

Fowl or birds: All animals belonging to the class of Avies, including all game birds such as, but not limited to: doves, quail, ducks, geese, pigeons, cardinals, blue jays, sparrows, crows.

Guard dog: Any dog which: 1) has been trained as security or guard dog by a certified canine training professional; and 2) is kept for the protection of persons and/or property, whether residential, commercial or personal.

Hive: A structure intended for the housing of a bee colony. Tract means a contiguous parcel of land under common ownership.

Horse: Any member of the family Equidae domestica.

Humane manner: Care of an animal to include, but not be limited to, ventilation and sanitary shelter, wholesome food and water, consistent veterinarian care, and normal feeding habit in relation to the animal's size, species and breed.

Inhumane treatment of animals: Includes tortured, seriously overworked, unreasonably abandoned, unreasonably deprived of necessary food, veterinarian care, shelter, cruelly confined, or caused to fight with another animal.

Impound(ing) shall mean the placing of an animal in the city's animal shelter, or, the taking into custody of any animal for the purposes of transporting to the city's animal shelter.

Kennel: An establishment where a person, partnership, or corporation keeps dogs and/or cats for the purposes of breeding, buying, selling, trading, showing, training or boarding such animals for profit.

Local rabies control authority: The person designated by the Texas Department of Health as the official in charge of rabies control investigations and enforcement for the City of Brenham.

Licensing authority: The agency or department of the City of Brenham or any designated representative, charged with administering the issuance and/or revocation of permits and licenses under the provisions of this chapter as designated by the city manager.

Livestock: Domestic animals generally used or raised on a farm for profit or use, including, but not limited to: cattle, cows, bulls, sheep, goats, pigs, hogs, sows, horses, stallions, mares and jacks.

Multi-animal permit: License required to house, own, harbor, control, or have custody of four (4) dogs and/or cats over the age of four (4) months.

Neutered: Permanently incapable of reproduction.

Owner: Any person or persons, association, or entity, including any member of owner's immediate family, employee or agent, having the right of property, care, custody, or control of an animal, who possesses, harbors, or maintains an animal, or who knowingly permits an animal to remain on or about any premises occupied by such person or persons, firm, association, or corporation for a period of three (3) days or more.

Pedestrian: A person who is walking on a street, alley, sidewalk, or other developed area.

Person: Any individual, corporation, partnership, organization, or any institute commonly recognized by law as a legally accountable unit.

Public nuisance shall mean the conduct of any owner in allowing an animal to:

(1) Engage in conduct which establishes such animal as a "dangerous animal";

(2) Damage, soil, defile or defecate on private property other than the owner's or on public property unless such waste is immediately removed and properly disposed of by the owner of the animal;

(3) Be "at large";

(4) Cause a disturbance by excessive barking or noise making, near the private residence of another or to the extent that the barking or noise disturbs the peace or quiet of any neighborhood or can be heard from within the neighboring residence of another;

(5) Produce odors or unclean conditions sufficient to offend a person of normal sensibilities or which creates a condition conducive to the breeding of flies or other pests;

(6) Chase vehicles or molest, attack or interfere with other animals or persons, or is at large on public or private property; or

(7) Create a condition that is dangerous to human life or health, renders the ground, the water, the air or food a hazard or injurious to human life or health or that is offensive to the senses or that is detrimental to public health.

Restrain shall mean to control an animal by means of a chain, rope, tether, leash, cable, or other device that attaches an animal to a stationary object or trolley system.

Sanitary conditions: Space free from health hazards including excessive animal waste, overcrowding or animals, or other conditions that endanger the animal's health.

Service Animal: Any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability.

Severe weather event: Weather conditions in which (a) the actual or effective outdoor temperature is below 32 degrees Fahrenheit; (b) a heat advisory has been issued by a local or state authority or jurisdiction; or (c) a hurricane, tropical storm or tornado warning has been issued for Washington County by the National Weather Service.

Shelter: A Structure that is capable of adequately providing cover and protection from heat, cold, and other environmental conditions. At minimum, a shelter must have three (3) sides, a top, and a bottom and be adequately ventilated. It must have bedding material. It must be large enough so that the animal can enter, stand, turn around, and lie down but small enough to prevent the loss of body heat during cold weather.

Sterilized: Animal is rendered incapable of reproduction.

Structure: Any man-made object having a stationary location on or in land, whether or not affixed to the land, including, but not limited to: residential buildings, detached garages, temporary/out buildings, workshops, gazebos, pergolas, and swimming pools.

Trap-neuter-return: A nonlethal approach to feral cat population control where feral cats are humanely trapped, sterilized and vaccinated, ear-tipped, and then returned to the location where they were originally trapped or to another community cat colony.

Undeveloped property: Any land that is not improved or actually in the process of being improved with residential, commercial, industrial, church, park, school, or governmental facilities or other structures or improvements intended for human use [or] occupancy and the grounds maintained in association therewith. The term shall be deemed to include property developed exclusively as a street or highway or property used for commercial agricultural purposes.

Vaccination: Inoculation of an animal with a rabies vaccine that is licensed by the United States Department of Agriculture for use in that species and which is administered by a state-licensed veterinarian for the purpose of immunizing the animal against rabies.

Veterinary hospital: Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries in animals.

Wild animals: Any animal not normally considered domesticated which, because of its size, vicious nature or other natural characteristics would constitute a dangerous threat to human life, property or domestic animals including but not limited to:

(a) reptiles venomous reptiles, crocodile or alligator;

(b) birds, eagles, owl or any species illegal to own under federal or state law;

(c) mammals including ocelots, lions, tigers, jaguars, leopards, cougars, wolves, dingoes, coyotes, jackals, weasels, martins, minks, badgers, raccoons, pandas, bears, kangaroos, opossums, sloth, anteaters, armadillos, monkeys, chimpanzee, gorillas, orangutans, porcupines, antelope, deer, bison and camels.

Sec. 5-2. Interference.

It shall be unlawful for any person to interfere with, hinder, or molest the City's animal control authority in the performance of any duty delegated under this chapter, or seek to release any animal taken and held in custody under the provisions of this chapter. Additionally, it shall be unlawful to tamper with or release an animal from any trap or device set by the animal control authority or a police officer.

Sec. 5-3. Fees.

All fees required under this Chapter shall be set by the City Council. A schedule of fees shall be kept on file for public inspection in the City Secretary's office and the office of the animal control authority.

Sec. 5-4. Relation to land development and zoning.

The keeping of any animal in accordance with this Chapter shall not be construed to authorize the keeping of the animal in violation of any rules or restrictions set forth in the City's land development or zoning ordinances.

Sec. 5-5. Running at large prohibited.

A person commits an offense if he allows or permits an animal owned by him, other than a cat, to run at large. Animals, other than cats, running at large are subject to impoundment by the animal control authority. It shall be the duty of the city's animal control authority to apprehend any animal found running at large and make every attempt to return said animal to its owner. If the owner cannot be located, the animal shall be impounded at the city's animal shelter.

Sec. 5-6. Restraining of animals.

It shall be unlawful for any person to restrain, tie or tether any animal to a stationary object for a period of time or in a location so as to create an unhealthy situation for the animal, unreasonably limit the animal's movement or create a potentially dangerous situation for a pedestrian as determined by the animal control authority. The terms "unhealthy situation" and "potentially dangerous situation" shall include, but not be limited to the following:

1. To restrain any animal in such a manner as to permit the animal access upon any public right-of-way;
2. To restrain any animal in such a manner as to cause the animal injury or pain or not to permit the animal to reach shelter, food or water;
3. To restrain any animal in such a manner as to permit the animal to leave the owner's property;
4. To restrain any animal between the hours of 10:00 p.m. and 6:00 a.m. CST (Central Standard Time)
5. To restrain any animal within five hundred (500) feet of the premises of a school;
6. To restrain any animal in a manner whereby the animal is subject to harassment, stings or bites from outdoor insects, or attacks by other animals;
7. To restrain any animal with a rope, chain or leash that is shorter than the greater of ten (10) feet or five (5) times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail;
8. To restrain any animal with a rope, chain or leash that is not equipped with swivel ends;
9. To restrain any animal in such a manner that does not prevent the animal from becoming entangled with any object, from partially or totally jumping any fence, or from leaving any part of its owner's property;
10. To fail to remove waste, on a daily bases, from the area in which an animal is restrained;
11. To restrain any animal without using a properly fitted collar or harness;
12. To use choke-type collars to restrain any animal;
13. To use a restraint that weighs more than one-fifth (1/5) of the animal's total body weight; or
14. To allow an animal to remain restrained during a extreme weather conditions in which:
    a. The actual or effective outdoor temperature is below 32 degrees Fahrenheit;
    b. A heat advisory has been issued by a local or state authority or jurisdiction; or
    c. A hurricane, tropical storm or tornado warning has been issued for the jurisdiction by the National Weather Service.

Sec. 5-7. Special exemptions for youth projects.

Animals which are part of a youth project, such as FFA, 4-H or the Washington County Fair, may be considered an exception to the provisions listed in this chapter, as approved by and under the direction of the animal control authority.

Sec. 5-8. Unabated nuisances.

(a) A “continuing public nuisance" is defined as a public nuisance that, after notice as described in subsection (c) to the owner of an animal(s) or person in control of an animal(s), continues unabated as determined by the animal control authority.

(b) The animal control authority may determine that a public nuisance exists through an investigation of any reported or perceived public nuisance, and may interview witnesses or conduct such hearings as he may determine are necessary, formally or informally. He shall make a determination based on the necessity to preserve the public health, safety and welfare of the community.

(c) Upon such determination, the animal control authority shall notify the animal owner or the person in control of the animal(s). This notice shall be in writing and shall contain a statement that such person has a right to appeal. The notice shall set forth the noncompliance and order the owner to abate the public nuisance described in such notice within seven (7) days. Notice of a public nuisance shall include, but not be limited to, written notice of the existence of a public nuisance delivered by personal service, certified mail, return receipt requested, or left at the entrance to the premises where the animal(s) is harbored. A notice that is mailed is deemed received five (5) days after it is placed in a mail receptacle of the United States Postal Service.

(d) If such owner fails or refuses to comply with the demand for compliance in the notice within seven (7) days of such notice or publication the animal control authority may order the abatement of the public nuisance by one of the following means:

(1) Impoundment of the animal(s) that is the source of the continuing public nuisance and the adoption of the animal(s) as provided in this chapter, except that the owner, his agents or representatives, or family members may not adopt the animal(s) adjudged a continuing public nuisance;

(2) Impoundment and humane destruction of the animal(s) that is the source of the continuing public nuisance: or

(3) Exclusion from the city limits of any animal(s) determined to be a continuing public nuisance.

(e) An owner or person in control of the animal(s), not later than seven (7) days after the date such person is notified that an animal is a continuing public nuisance, may appeal the determination of the animal control authority to the city’s municipal court. Upon receiving an appeal, the municipal court shall hold a hearing. Based upon the record evidence of such hearing, the court shall make a final finding.

(f) The owner or person in control of the animal(s) determined to be a continuing public nuisance shall remove such animal(s) from the city within forty-eight (48) hours of an unsuccessful appeal. The failure to remove such animal(s) shall be an offense and each day thereafter that such person fails to remove such animal(s) shall constitute a separate offense. If the owner or person in control of such animal(s) fails to remove such animal(s) as provided for by order of the municipal court, such animal(s) may, as outlined in this Chapter, be impounded, put up for adoption, or humanely destroyed.

(g) The owner or person in control of such animal(s) must report the disposition and exact address or relocation of such animal(s) to the animal control authority in writing within ten (10) days after the expiration date for removal of such animal(s) from the city. Failure to report the disposition and address of such animal is an offense, and each day thereafter that such information is not provided shall constitute a separate offense.

(h) The animal control authority shall be authorized, after due process, to obtain a search and seizure warrant for the purposes of enforcing this section.

Sec. 5-9. Animals in hot vehicle or trailer.

It shall be unlawful for a person to confine an animal in a parked or standing vehicle or enclosed trailer in such a way as to endanger the animal's health, safety or welfare due to heat, lack of food or water, or other such circumstances that may cause injury or death to the animal. It is presumed that an animal's health, safety or welfare is endangered when the animal is confined in a parked or standing vehicle or enclosed trailer for a period of five (5) minutes when the ambient outside air temperature measures at or above seventy (70) degrees Fahrenheit or below thirty-two (32) degrees Fahrenheit.

The city's animal control authority or any licensed peace officer, finding an animal being held in violation of this provision may cite the owner for violating this chapter, obtain a search warrant pursuant to state or federal law, or use reasonable force to remove an animal from a vehicle whenever it appears the animal's health or safety is, or soon will be, endangered. Said neglected or endangered animal shall be impounded. It shall be the responsibility of the animal's owner to repair any damage caused by the removal of the animal from the dangerous situation by the animal control authority or peace officer.

Sec. 5-10. Transporting animals in open bed trucks or trailers.

It shall be unlawful for a person to transport an animal on a public street or highway while the animal occupies the open bed of a truck, the open bed of a flatbed truck, or an open flatbed trailer unless the animal is: 1) secured in a kennel or other secured, vented enclosure; 2) restrained by a harness manufactured for the purpose of restraining animals; or 3) restrained using a chain, rope or other device cross-tied to prevent the animal from falling or jumping from the motor vehicle or from strangling on a single leash.

Sec. 5-11. Inhumane treatment of animals.

Animals shall be cared for, treated, maintained, and transported in a humane manner and not in violation of any provisions of law, including federal and state.

If the city's animal control authority has reason to believe that an animal has been, or is being cruelly treated, the animal control authority may apply to a justice court or magistrate in Washington County or to the City of Brenham Municipal Court for a warrant to seize the animal, pending a hearing before any justice of the peace or municipal court judge of the City of Brenham Municipal Court on the issue of cruelty and disposition of the animal.

A person commits an offense if with reckless intent:

1. A person, other than a licensed veterinarian, docks an animal's tail, removes the dew claws of a puppy, or crops an animal's ears;
2. A person physically removes from its mother by selling, giving away, delivering, trading, or bartering any dog, cat, ferret, rabbit less than six (6) weeks old or any other animal that is not yet weaned, except as advised by a licensed veterinarian;
3. A person dies or colors chicks, ducks or rabbits;
4. A person sells, gives away, delivers, trades or barters, chickens, ducks or rabbits within two weeks prior to Christmas or Easter;
5. A person abandons or dumps any animal, or leaves an animal in a dwelling that has had no running water or electricity for a period of 24 hours or more;
6. A person overdrives, overloads, drives when overloaded, or overworks any animal;
7. A person tortures, cruelly beats, mutilates, clubs, shoots or attempts to shoot with any air rifle, bow and arrow, slingshot, or firearm, or by any other means needlessly kills or injures any animal, wild or owned, within the city limits;
8. A person forces, allows or permits any animal to remain in its own filth;
9. A person keeps, shelters or harbors any animal having a potentially life threatening infestation of ticks, fleas, or other parasites, any other obvious life threatening illness, or injury, or any other communicable illness transmissible to animal or human without having sought and obtained proper treatment from a licensed veterinarian for such infestation or illness;
10. A person causes an animal to fight another animal or person;
11. A person fails to provide at all times, their animal with adequate food and potable water, proper shelter and protection from inclement weather, and veterinary care when needed to prevent suffering;
12. A person raises and kills a doe or cat for the skin or fur;
13. A person mutilates any animal, whether such animal is dead or alive (medical or veterinary medical research, medical of veterinary medical necropsy, and biology class use of animals shall not be considered mutilation);
14. A person attaches a collar or harness to an animal that is of an inadequate size so that it restricts the animal's growth or causes damage to the animal's skin; or
15. A person engages or allows another to engage in any sexual act with an animal;

This section shall not be interpreted to restrict the extermination of rats, mice, insects, other vermin, or any such animal deemed a nuisance by state law, through the use of traps, poisons, or other commercially available means when used in accordance with the manufacturer's directions as long as reasonable precautions are taken to ensure that no human, pet, or wild animal, other than the targeted species comes into contact with the traps, poisons, or other means and that such use does not violate any other section of this chapter.

Sec. 5-12. Private animal sales.

It shall be a violation for any person to offer, sell, trade, barter, lease, rent, or give away any live animal, on any roadside, public right-of-way, or commercial parking lot. This provision does not prohibit the sale or purchase of animals from inside a person's private residence.

Sec. 5-13. Prohibited animals.

Prohibited animals in the city limits shall include any animal not normally born and raised in captivity, including but not limited to the following:

1. Class Reptilia: Family Helodermatidae (venomous lizards) and Family Hydophiidae (venomous marine snakes); Family Viperidae (rattlesnakes, pit vipers and true vipers); Family Elapidae (coral snakes, cobras, and mambas); Family Columbridae-Dispholidus Typus (boomslang); Bioga Dendrophilia (mangrove snake) and Kirklandii (twig snake only); and Order Crocodilia (such as crocodiles and alligators);
2. Class Mammalia: Order Carnivores.
    a. Family Felidea (such as lions, tigers, bobcats, jaguars, leopards and cougars), except commonly domesticated cats;
    b. Family Canidae (such as wolves, dingos, coyotes, foxes and jackals), and any hybrid of an animal listed in this section except commonly domesticated dogs;
    c. Family Mustelida (such as weasels, skunks, martins, minks, badgers and otters);
    d. Family Procyonidae (such as raccoons and coati);
    e. Family Ursidae (such as bears);
    f. Marsupialia (such as kangaroos, opossums, koala bears, wallabies, bandicoots, and wombats);
    g. Chiroperta (bats);
    h. Edentata (such as sloths, anteaters, and armadillo);
    i. Probosidea (elephant);
    j. Primata (such as monkeys, chimpanzees, orangutans, baboons, and gorillas)
    k. Rodentia (such as beavers and porcupines)
3. Class Amphibi: Poisonous frogs. Does not include non-poisonous reptiles or non-poisonous snakes.

Sec. 5-14. Animals Prohibited in City Facilities.

It shall be unlawful for any person to bring an animal, of any kind, into a city owned or operated facility other than the animal shelter. The only other exception to this section is an animal designated as a service animal in accordance with the Americans with Disabilities Act (ADA). If admitting a service animal would fundamentally alter the nature of the service or program at a city owned or operated facility then the service animal may be prohibited.

A service animal must be harnessed, leashed, or tethered while in a city owned or operated facility unless these devices interfere with the service animal's work or the handler's disability prevents use of these devices. In that case, the handler must use voice, signal, or other effective means to maintain control of the animal. A service animal that is not housebroken or that is out of control and whose handler does not take effective action to control it may be excluded from a city owned or operated facility and staff may request that the animal be removed from the premises.

Sec. 5-15. Penalty.

Any person, firm or corporation violating any of the provisions of this chapter that do not provide for a penalty shall be deemed guilty of a misdemeanor, and each said person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation or any of the provisions of this chapter is committed, continued or permitted, and upon conviction of any such violation such person punished by a fine of not less than one dollar ($1.00) and not more than two thousand dollars ($2,000.00).

Sec. 5-15 – 5-19. RESERVED.

ARTICLE II. LIVESTOCK

Sec. 5-20. Number of head per acre.

It shall be unlawful for any person, firm or corporation to own, have, keep, maintain, feed, house, stable or permit or cause to be owned, kept, maintained, fed, housed or stabled any livestock, except sheep and/or goats, as provided herein upon any premise or property within the city, unless such premise allows for at least one (1) acre of land for grazing. The maximum heads of livestock, except for sheep and/or goats, to be kept upon any such premise inside the city shall not exceed one (1) head or one (1) animal per one and one-half (1½) acres of land.

It shall be unlawful for any person, firm or corporation to own, have, keep, maintain, feed, house, stable or permit or cause to be owned, kept, maintained, fed, housed or stabled any sheep or goat upon any premise or property within the city, unless such premise allows for at least one (1) acre for grazing. The number of sheep and/or goats to be kept upon any such premise inside the city shall not exceed two (2) sheep and/or goats per one and one-half (1½) acres of land.

Land which has been designated as agricultural use by the Washington County Appraisal District shall be exempt from the requirements of this section.

Sec. 5-21. Proximity to church, school or public building.

It shall be unlawful for any person, firm or corporation to own, have, keep, maintain, feed, house, stable or permit or cause to be owned, kept, maintained, fed, housed or stabled any livestock, including rabbits, within a distance of two hundred (200) feet from any church, school, or public building. The measurement of the distance between the livestock and any church, school, or public building shall be from the point of the livestock enclosure closest to the church, school, or public building to the property line of the church, school, or public building closest to the livestock enclosure.

Sec. 5-22. Cleanliness of enclosures.

It shall be unlawful for any person who may own or control any premises, lots, yards, stables, barn or pens where any livestock are kept, to maintain, keep or conduct such premises or cause or permit the same to be maintained or kept in such an unclean and unsanitary condition as to be a public nuisance. If upon inspection or examination by the animal control authority or the city's code enforcement officer any such premises are found to be in such an unclean and unsanitary condition as to be a public nuisance, written notice shall be given to the property owner, lessee or any other person in charge or control of such premises to cause such premise to be cleaned and placed in a sanitary condition and abate such nuisance within a three (3) business days from the date of said notice. A failure to do so shall be unlawful and in violation of this chapter.

Sec. 5-23. Impounding livestock at large.

It shall be the duty of the animal control authority and or any licensed peace officer to impound any livestock found to be running at large.

If any livestock are found upon private property, the owner or occupant of said private property shall have the right to confine such animal until the city's animal control authority can be notified and said animal is impounded as outlined in this chapter.

Sec. 5-24. Notice of sale of impounded livestock.

It shall be the duty of the animal control authority, upon the impoundment, care and control of any livestock, to post written notice, within seventy-two (72) hours, at three (3) public places in the city; one of which shall be City Hall. Notice shall describe said livestock and state that if it is not claimed within ten (10) business days it will become the property of the city and will be disposed of as provided for in this chapter.

Sec. 5-25. Reclaim of impounded livestock.

The owner of any impounded livestock may reclaim the livestock by showing proof of ownership and paying all fees associated with the impounding and boarding of the livestock.

Sec. 5-26. Sale or disposition of livestock if not reclaimed.

If the owner of the impounded livestock in the care and control of the city's animal control authority does not claim said livestock within ten (10) business days of posting notice, the livestock shall become the property of the city. The city's animal control authority may sell, place for adoption, donate or humanely destroy the livestock.

Sec. 5-27. Local restriction for rabbits.

It shall be unlawful for any person to keep, possess or maintain in the city more than four (4) rabbits. It shall also be unlawful for any pens, enclosure, hutches, cages or other structure in which any such rabbits are kept, possessed or maintained to be within fifty (50) feet of any neighboring structure. The residence of the owner or person possessing such rabbits is exempt from this section.

The owner or person possessing such rabbits shall:

(a) Keep all pens, enclosures, hutches, cages and other structures where rabbits are kept in a clean and sanitary condition at all times.

(b) Collect all litter and droppings daily and stored in a fly-tight container and hauled away at intervals not to exceed ten (10) days.

Sec. 5-28. Hogs prohibited.

It shall be unlawful for any person to have, keep, raise, breed, feed or maintain upon any premise situated within the city, any hog, pig or swine of any kind, including pot-bellied pigs.

An exception to this section shall be animal shelters, veterinary establishments, government agencies, exhibitions at county facilities, or other animal establishments located on property zoned for those purposes. However, such establishments must meet sanitation requirements and all hogs, pigs, or swine must be kept in secure cages or pens.

Sec. 5-29 – 5-34. RESERVED.

ARTICLE III. BIRDS AND FOWL

Sec. 5-35. Running at large.

It shall be the duty of the person owning or having within his management or control any chickens, roosters, turkeys, geese, ducks, or other domestic fowl to maintain upon his own property an enclosure that prohibits the same from going upon the public streets, highways, alleys or parkways of the city or upon the private property of others.

Sec. 5-36. Limitation of number to be kept.

It shall be unlawful for any person, firm or corporation to own, have, keep, maintain, feed, house, stable or permit or cause to be owned, kept, maintained, fed, housed, or stabled in the city more than ten (10) chickens, roosters, turkeys, geese, ducks, or any combination of such or other fowl. It shall be unlawful for any enclosures in which chickens, roosters, turkeys, geese, ducks or other fowl are kept, maintained, fed, housed, or stabled to be within fifty (50) feet of any neighboring structure. The residence of the keeper, possessor or owner of such fowl shall be exempt from this provision.

Sec. 5-37. Proximity to church, school or public building.

It shall be unlawful for any person, firm or corporation to own, have, keep, maintain, feed, house, stable or permit or cause to be owned, kept, maintained, fed, housed or stabled any chickens, roosters, turkeys, geese, ducks, or any combination of such or other fowl, within a distance of two hundred (200) feet from any church, school or public building.

Sec. 5-38. Maintenance of premises where kept.

The owner or keeper of such chickens, roosters, turkeys, geese, ducks, or any combination of such or other fowl shall:

(a) Keep all pens, enclosures, hutches, cages, houses or any structure in which said fowl are kept in a clean and sanitary condition at all times.

(b) Clean and disenfect all pens, enclosures, hutches, cages, houses and other structures every two (2) days.

(c) All litter and droppings must be collected daily and stored in a fly-tight container and hauled away at intervals not to exceed ten (10) days.

Sec. 5-39 – 5-45. RESERVED.

ARTICLE IV. KEEPING OF DOMESTIC BEES

Sec. 5-46. Certain conduct declared unlawful.

(a) The purpose of this article is to establish certain requirements of sound beekeeping practices, which are intended to avoid problems that may otherwise be associated with the keeping of bees in populated areas.

(b) In addition to the requirements set forth in this article, all beekeepers shall maintain their bee colonies in a manner that complies with the provisions of state law codified in the Texas Agriculture Code, Title 6, Subtitle A, Chapter 131 - Bees and Honey.

(c) Notwithstanding compliance with the various requirements of this article, it shall be unlawful for any beekeeper to keep any colony or colonies in such a manner or of such disposition as to cause any unhealthy condition, interfere with the normal use and enjoyment of human or animal life of others, or interfere with the normal use and enjoyment of any public property or property of others.

Sec. 5-47. Hives.

All bee colonies shall be kept in Langstroth-type hives with removable frames, which shall be kept in sound and usable condition.

Sec. 5-48. Fencing of flyways.

In each instance in which any colony is situated within twenty-five (25) feet of a public or private property line of the tract upon which the apiary is situated, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier at least six (6) feet in height, consisting of a solid wall, fence, dense vegetation, or combination thereof, that is parallel to the property line and extends ten (10) feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six (6) feet above ground level over the property lines in vicinity of the apiary. It is a defense to prosecution under this section that the property adjoining the apiary tract in the vicinity of the apiary is undeveloped property for a distance of at least twenty-five (25) feet from the property line of the apiary tract.

Sec. 5-49. Water.

Each beekeeper shall ensure that a convenient source of water is available at all times to the bees so that the bees will not congregate at swimming pools, bibcocks, pet watering bowls, bird baths, or other water sources where they may cause human, bird or domestic pet contact.

Sec. 5-50. General maintenance.

Each beekeeper shall ensure that no bee comb or other materials that might encourage robbing are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed from the hive and all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.

Sec. 5-51. Queens.

Each beekeeper must re-queen a colony at least once every two (2) years; however, a beekeeper must immediately re-queen a colony in any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation, or exhibits an unusual disposition towards swarming. Queens shall be clipped and marked so they are unable to swarm and can be easily located by a state beekeeping inspector upon inspection, and each beekeeper shall retain a record of the purchase of queen bees.

Sec. 5-52. Colony densities.

(a) It shall be unlawful to keep more than the following number of colonies on any tract within the city, based upon the size or configuration of the tract on which the apiary is situated:

(1) One-quarter (¼) acre or less tract size—Two (2) colonies;

(2) More than one-quarter (¼) acre but less than one-half (½) acre tract size—Four (4) colonies;

(3) More than one-half (½) acre but less than one (1) acre tract size—Six (6) colonies;

(4) One (1) acre or larger tract size—Eight (8) colonies;

(5) Regardless of tract size, where all hives are situated at least two hundred (200) feet in any direction from all property lines of the tract on which the apiary is situated, there shall be no limit to the number of colonies;

(6) Regardless of tract size, so long as all property other than the tract upon which the hives are situated, that is within a radius of at least two hundred (200) feet from any hive remains undeveloped property there shall be no limit to the number of colonies.

(b) For each two (2) colonies authorized under the colony densities set out above, there may be maintained upon the same tract one (1) nucleus colony in a hive structure not exceeding one (1) standard nine and five-eights (9 5/8) inch-deep ten-frame hive body with no supers attached as required from time to time for management of swarms. Each such nucleus colony shall be disposed of or combined with an authorized colony within thirty (30) days after the date it is acquired.

Sec. 5-53. Marking hives; presumption of beekeeping.

(a) In each apiary the name and telephone number of the beekeeper shall be branded, painted or otherwise clearly marked upon the structure of at least two (2) hives and placed at opposite ends of the apiary. Instead of marking the hives, the beekeeper may conspicuously post a sign setting forth the name and telephone number of the beekeeper.

(b) Unless marked in accordance with subsection (a), it shall be presumed for purposes of this article that the beekeeper is the person or persons who own or otherwise have the present right of possession and control of the tract upon which a hive or hives are situated. The presumption may be rebutted by a written agreement authorizing another person to maintain the colony or colonies upon the tract, setting forth the name, address and telephone number of the other person who is acting as the beekeeper.

Sec. 5-54. Authorization and right of entry of state beekeeping inspector; violation of article.

(a) For the purpose of enforcing the provisions of this article, the city health officer may at all reasonable times enter in and upon any premises within his jurisdiction. The director of public works is hereby authorized to designate a state beekeeping inspector to exercise the powers and duties of the city health officer to enforce the provisions of this article and to investigate the condition of the bees and/or hives and, if necessary, collect samples of bees to determine if the bees are diseased and/or Africanized. All expenses of the state beekeeping inspector's services will be charged to the owner of the property on which the hives are located and a copy of the inspection report will be retained by the city.

(b) Any person or persons charged with any of the duties imposed by this article failing within the time designated by this article or within the time stated in the notice of the health officer, as the case may be, to perform such duties, or to carry out the necessary measures to the satisfaction of the health officer, shall be deemed guilty of a misdemeanor and upon conviction in the municipal court of the city shall be subject to a fine of not less than one dollar ($1.00) and not to exceed one thousand dollars ($1,000.00) for each offense, and each and every day a violation continues, it shall constitute a separate offense.

Sec. 5-55 – 5-59. RESERVED.

ARTICLE V. DOGS AND CATS

Sec. 5-60. Animal licensing.

It shall be unlawful for any person, firm or corporation to own, have, keep maintain, feed, house, stable or permit to be kept, maintained, fed, housed or stabled any dog or cat, over four (4) months of age, within the city limits unless such animal is licensed by the city’s animal control authority.

The following shall apply to the licensing of dogs and cats within the city limits:

a) All dogs and cats over four (4) months of age must be licensed;

b) Licenses issued shall be of durable material and must be attached to the collar of the animal and must be worn at all times.

c) All city animal licenses are valid for one (1) year and shall expire on the same date as the animals' rabies vaccination.

d) City animal licenses are not transferrable.

The city shall offer two (2) licenses for dogs and cats:

1) **Unaltered Pet License**: If said animal has not been spayed or neutered, this license must be renewed annually. This license can be obtained: (1) from a state licensed veterinarian, doing business within the city, upon the animal being vaccinated for rabies; or (2) by providing proof of rabies vaccination to the City's animal shelter director. All fees associated with this license must be paid annually at time of renewal.

2) **Altered Pet License**: If said animal has been spayed or neutered, this license must be renewed annually. This license can be obtained: (1) from a state licensed veterinarian, doing business within the city, upon the animal being vaccinated for rabies; or (2) by providing proof of rabies vaccination to the City's animal shelter director. All fees associated with this license shall be paid upon the initial issuance of the license; renewals of this license will be free of charge.

Sec. 5-61. Exceptions

The following are exempt from the licensing provisions of this article:

a) Licensed animal research facilities or shelters:

b) An animal residing in the city for no longer than fourteen (14) days. New residents must apply for a license within thirty (30) days of establishing residency in the city;

c) A feral cat;

d) An animal being housed in the city temporarily following a severe weather event or man-made disaster occurring at the animal's permanent home. This exception is in effect for up to six (6) months, at which time the animal becomes a permanent resident of the city and is subject to the licensing provisions of this chapter; or

e) Any registered service animal or animal kept, maintained, fed, housed or stabled by any state or federal law enforcement agency.

Sec. 5-62. Multi-Animal permit.

(1) Limits.

It shall be unlawful for any person to own, have, keep, maintain, feed, or house more than four (4) dogs and cats, or any combination thereof, over the age of four (4) months old.

It shall be unlawful for any person to own, have, keep, maintain, feed, or house more than fifteen (15) dogs and cats, or any combination thereof, under the age of four (4) months old.

(2) Permit.

In addition to meeting all other requirements of this chapter, a person who wants to own, have, keep, maintain, feed, or house more dogs and cats than is lawful under subsection (1) must apply for and be granted a multiple-animal permit from the city's animal control authority as set forth herein.

a. Multi-Animal Permit Application.

The application for a multiple-animal permit must be made on a form prescribed by the City and shall include, but not be limited to, the following information:

i. The name, telephone number, and physical address of the applicant;
ii. The total number of animals sought to be included under the permit and the species, breed, gender, and age of each animal;
iii. The current City license number for each animal listed in the application;
iv. A statement affirming that the applicant is familiar with the provisions of this chapter and a promise to maintain all animals in accordance with applicable legal requirements; and
v. Any other information the City reasonably determines is necessary to issue a multi-animal permit.

b. Fee.

The City may require payment of a multi-animal fee when submitting an application under this section.

c. Consideration of multi-animal permit application.

A multi-animal permit shall be granted upon meeting the following criteria:

i. Submittal of a complete and accurate application, including payment of any fees, and submittal of any required documentation;
ii. Applicant has not been convicted of one (1) or more violations of this chapter or of any law relating to the care and humane treatment of animals nor has failed to appear in court in response to such a charge within the past twelve (12) months from date of application;
iii. Applicant has not had a multi-animal permit under this section previously revoked within the past twelve (12) months from date of application; and
iv. The address to which the multi-animal permit relates is not the same as one (1) for which a multi-animal permit has been revoked within the past twelve (12) months.

d. Revocation of a multi-animal permit.
A multi-animal permit may be revoked in the event one (1) or more of the following occur:
    i. The permit holder is convicted, receives deferred adjudication, or pleads guilty or no contest with respect to one (1) or more sections of this chapter or any law relating to the care and humane treatment of animals or fails to appear in court to respond to such a charge; or
    ii. The animal control authority determines that specific circumstances exist indicating that it is in the best interests of the animals or for the health and safety of the public to revoke the multi-animal permit.

e. Revocation process.
The process for revoking a multi-animal permit granted under this section is as follows:
    i. The animal control authority shall send written notice by certified mail to the current mailing address provided by the multi-animal permit holder in its application identifying the reason for revocation; and
    ii. The multi-animal permit holder shall have thirty (30) days to appeal such determination in writing to the municipal court judge. A hearing shall be held before the judge. If the judge determines that the multi-animal permit holder meets the criteria for revocation the judge shall order the revocation. The decision by the municipal court judge shall be in writing and shall be final.

Sec. 5-63. Guard dogs.

The following requirements shall apply to guard dogs located in the city:

(1) Posting sign.
It shall be unlawful for any person to leave a guard dog unattended in any place in or out of a building unless a clearly visible warning sign is placed advising others of the presence of a guard dog before entering the place to which the dog has access.

(2) Unattended guard dog.
No guard dog shall be left unattended in any place except inside a building or other structure that will not allow the dog to exit such building on its own volition.

(3) Required fencing.
No guard dog shall be let out of doors unless it is in a fenced yard with a fence adequate to prevent the dog from leaving the premises.

Sec. 5-64 – 5-69. RESERVED.

ARTICLE VI. RABIES ENFORCEMENT

Sec. 5-70. State regulations adopted.

The City hereby adopts by reference the Texas State Rabies Control Act, as amended, and the standards established by the appropriate state agency or rule-making board as minimum standards for rabies control and quarantine provisions within the City.

Sec. 5-71. Designation of local rabies control authority.

The Animal Services Supervisor is hereby designated as the local rabies control authority as authorized under Chapter 826 of the Texas Health and Safety Code.

Sec. 5-72. Vaccinations.

(a) Every dog, cat or domestic ferret over four (4) months of age must be vaccinated once every twelve (12) months against rabies by a state licensed veterinarian and wear evidence of said vaccination.

(b) A person commits an offense if he intentionally or knowingly owns or possesses a dog, cat or ferret older than four (4) months, that has not been vaccinated for rabies.

(c) It shall be a defense to any prosecution under this section if the person accused of the offense presents a certificate of vaccination, issued by a state licensed veterinarian, with a date of not more than twelve (12) months prior to date of the offense.

(e) It shall be an affirmative defense to any prosecution under this section if:
  (1) The animal was less than four (4) months old on the date of the offense; or
  (2) The animal is of a species not susceptible to rabies.

Sec. 5-73. Report of bite cases.

It shall be the duty of every person, physician or other practitioner to report to the local rabies control authority the names and addresses of any persons treated for bites or scratches inflicted by animals. Any other information that may help in locating the victim or the animal shall also be reported.

Sec. 5-74. Report of rabies.

It shall be the duty of every licensed veterinarian to report to the local rabies control authority his diagnosis of rabies or of any animal observed by him as a rabies suspect.

Sec. 5-75. Quarantine of animals.

Any animal believed or reported to be rabid, may have been exposed to rabies or has bitten, clawed or scratched a person shall be quarantined for two hundred forty (240) hours at a state licensed animal hospital or veterinarian office for medical evaluation and rabies testing. The owner of such animal shall immediately notify the city's animal control authority and fully cooperate with all required precautionary procedures.

A person commits an offense if the person fails or refuses to present for quarantine or testing, an animal that is suspected of rabies as defined in this article. A person may be issued a citation for non-compliance for violating this provision. The animal control authority shall be authorized to obtain a search and seizure warrant if there is reason to believe any requirements of this article are violated.

Sec. 5-76. Release or disposition of quarantined animals.

Any animal, after the required two hundred forty (240) hour quarantine period, deemed free of rabies by a state licensed veterinarian may be reclaimed by the owner upon payment of all applicable fees related to the period of the quarantine and the appropriate animal licensing requirements have been met. If the owner does not reclaim the animal within four (4) days of notification, the veterinarian or local rabies control authority may sell the animal and retain the proceeds.

When an animal under quarantine is diagnosed by a state licensed veterinarian as being rabid, the veterinarian or the local rabies control authority shall humanely destroy the animal, at the owner's expense.

If an animal dies while under quarantine, the animal control authority shall send the head of such animal to the nearest state health department laboratory for testing. Any costs associated with such testing shall be at the owner's expense.

Sec. 5-77 – 5-79. RESERVED.

ARTICLE VII. IMPOUNDMENT AND DISPOSITION

Sec. 5-80. Impoundment.

The City shall maintain an animal shelter to house impounded or surrendered animals. The City Manager, or his designee, shall be designated as the caretaker of every impounded or surrendered animal immediately upon their intake at the animal shelter. The designated caretaker is authorized to provide protective vaccinations, by a state licensed veterinarian or by a person under the veterinarian's supervision, and any other medical care needed to help prevent the spread of disease in the shelter.

Upon impounding an animal, the animal control authority shall make a reasonable effort to notify the owner and inform that person of the conditions whereby custody of the animal may be regained pursuant to this article.

If an impounded unlicensed animal is not claimed by the owners within three (3) business days after notification of impoundment by the animal control authority the animal shall be subject to disposal by adoption, transfer, or humane euthanasia. The City may deviate from this timeframe when dealing with a sick, injured, diseased, dangerous, and/or feral animal or when acting pursuant to a mutual agreement between the city's animal control authority and owner of the impounded animal.

Impounded licensed animals not claimed by the owners within five (5) business days from the date notification was provided, shall be subject to disposal by adoption, transfer, or humane euthanasia. The City may deviate from this timeframe when dealing with a sick, injured, diseased, dangerous, and/or feral animal and when acting pursuant to a mutual agreement between the city's animal control authority and said owner of impounded animal.

If an animal has been impounded and has an identification tag, a microchip or other identification the animal control authority shall notify the owner by posting written notice at the address of the registered location of the animal, by telephone, by email, by regular mail or by whatever reasonable method is determined appropriate by the animal control authority. Notice shall be deemed sufficient if it is given pursuant to the information provided to the city for said license or as indicated on the identifying tag or microchip.

If an impounded animal has no identification tag, microchip or other identification the animal control authority may dispose of the animal by adoption, transfer, or humane euthanasia after three (3) business days.

Community cats may be held longer, as space is available. Community cats that bite or scratch a person shall undergo rabies observation or testing and be euthanized. Community cats that are impounded for biting or scratching a person may not be released to a community cat caregiver, returned to their original location or relocated to another community cat colony.

If at any time during impoundment, the animal control authority determines an animal is in a state of disease, malnutrition, pain, suffering, or the like, the animal control authority may choose to euthanize such animal or have such animal assessed by a state licensed veterinarian. When having the animal assessed by a veterinarian, the animal control authority may make a determination as to the disposition of the animal after consideration of whether the owner of the animal can be located, the cost of medical treatment, whether the owner is willing or able to pay for such medical treatment, and whether euthanasia should be recommended to prevent further suffering by the animal.

Sec. 5-81. Redemption of impounded animals.

As outlined in this article, any impounded animal may be redeemed by the registered owner. Prior to redemption of any animal the owner shall pay all applicable fees as determined by the animal control authority and sign any citations which are to be issued. Payment of outstanding shelter fees are not considered to be in lieu of a fine, penalty, or city license fees.

No animal may be redeemed until such animal is properly licensed and vaccinated, pursuant to this chapter.

Sec. 5-82. Responsibility of animal's owner.

Disposal or redemption of an animal by any method specified herein does not relieve the animal's owner of liability for violations and/or any accrued charges.

Sec. 5-83. Disposition of animals.

The animal control authority may dispose of impounded animals after the expiration of any required impoundment and notification period by any of the following methods:

(1) Adoption:

a. The animal control authority shall place for adoption dogs or cats impounded by the city under the following conditions:

(i) The animal control authority shall determine whether a dog or cat is healthy enough for adoption and if its health and age are adequate for the required rabies vaccination.

(ii) There will be an adoption fee for all dogs and cats at an amount set by the City Council. The fee shall include, but not be limited to, the cost of sterilization, rabies vaccination, microchip and city licensing.

(iii) All animals adopted from the city's animal shelter shall be vaccinated against rabies, and sterilized within thirty (30) days of adoption. If, in the opinion of a state licensed veterinarian, there is a legitimate health risk justifying the delay of the sterilization, the adopter shall immediately notify the animal control authority so that another sterilization date can be selected. An adopter commits an offense if he fails to have the animal sterilized. For the purposes of this section, a legitimate health risk cannot be based solely on the animal's age.

b. If an adopted animal dies on or before the sterilization completion date, the adopter must notify the animal control authority that the animal is deceased.

c. If an adopted animal is lost or stolen, before sterilization, the adopter must notify the animal control authority. If the adopted animal is believed to be stolen, the adopter must provide documentation that a report was filed with the appropriate law enforcement agency. This documentation must be delivered not later than seven (7) days after the date of the animal's disappearance and shall describe the circumstances surrounding the disappearance and the date of disappearance.

d. Adopted animals cannot be given away, sold or exchanged without prior permission of the animal control authority. If for any reason, the adopter cannot keep the adopted animal, it must be returned to the animal shelter.

e. The animal control authority may reclaim an adopted animal if confirmation of the sterilization is not received.

(2) The animal control authority may offer the animal to an animal welfare group provided that the group sterilizes and microchips the animal prior to placing it into an adoptive home; and

(3) The animal control authority may humanely euthanize the animal by methods approved by the American Veterinary Medical Association or the Texas Department of State Health Services.

(b) The choice of which of these options to use shall be made at the sole discretion of the animal control authority unless otherwise mandated by a court order.

(c) Any impounded, licensed or unlicensed, animal which appears to be suffering from serious injury or disease and which is in immediate pain and suffering and probably will not recover or which appears to have an infectious disease which is a danger to humans or to other animals in the opinion of the animal control authority or which, due to its extremely violent nature, poses a substantial risk of bodily harm to the safety of the animal control authority, may be humanely euthanized at any time during its holding period by the animal control authority. In the event such an animal is wearing an identification tag on its collar or harness, the animal control authority shall attempt to notify the owner by telephone before taking any action.

(d) It shall be an affirmative defense to prosecution of the owner if he or she can show that, at the time of its impoundment, the animal that was at large due to a major natural disaster, fire, criminal or negligent acts of a third party who was not residing at the animal owner's residence.

In such event, the owner shall be subject only to the provisions of this chapter that require a current rabies vaccination and city license. An owner's claim of a fire or the criminal or negligent acts of a third party must be proven in one or more of the following manners:

(1) A certified copy of a city police or fire report verifying the incident: or

(2) The affidavit of city police or fire personnel with direct knowledge of the incident.

(e) It shall be unlawful for a person to fail or refuse to deliver an unlicensed or unvaccinated animal to the city animal control authority or police officer upon demand for impounding.

Sec. 5-84 – 5-89. RESERVED.

ARTICLE VIII. DANGEROUS DOGS

Sec. 5-90. Nuisance declared.

(a) It is hereby declared to be a public nuisance that an owner or other person harbors, keeps, or maintains a dangerous dog in the City unless the owner complies with the requirements of this article.

(b) It is hereby declared to be a public nuisance that an owner or other person harbors, keeps, maintains in the City, or brings to the City, a dog that has been declared dangerous outside of the City under one or more of the following:

(1) Chapter 822 of the Texas Health and Safety Code;

(2) A local law or ordinance adopted in accordance with Chapter 822; or

(3) A statute or ordinance that is substantially similar to Chapter 822 and that was adopted by another political subdivision outside of the City.

Sec. 5-91. Dangerous dog.

A dangerous dog means a dog that:

(1) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than the enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or

(2) commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or

(3) commits an unprovoked attack on a person that causes serious bodily injury or death and occurs in an enclosure for which the dog was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own unless the person who was attacked was trespassing or otherwise violating the law by being within the enclosure; or

(4) is at large and commits an unprovoked attack on a domestic animal that causes the death of the attacked animal; or

(5) is at large and commits an unprovoked attack on a domestic animal that causes serious bodily injury to the attacked animal and the dog has already committed at least one unprovoked attack on a previous occasion against a human being or domestic animal.

Sec. 5-92. Dangerous dog determination.

(a) The Animal Services Supervisor ("supervisor") or his or her designee may investigate all reports of incidents as described in the definition of a dangerous dog in Sec. 5-92. The supervisor may accept sworn statements from all victims and witnesses to the attack. If the supervisor determines that the dog is a dangerous dog, the supervisor shall notify the owner in writing of the determination.

(b) Notwithstanding any other ordinance, an owner, not later than the 15th day after the date the owner is notified that a dog owned by the owner is a dangerous dog, may appeal the determination of the supervisor to municipal court.

(c) To file an appeal under subsection (b), the owner must:
  (1) File a notice of appeal of the supervisor's dangerous dog determination with the municipal court;
  (2) Attach a copy of the determination from the supervisor; and
  (3) Serve a copy of the notice of appeal on the supervisor by mailing the notice through the United States Postal Service.

(d) An owner may appeal the decision of the municipal court under subsection (c) in the manner described by Texas Health & Safety Code § 822.0424.

Sec. 5-93. Requirements for owners of dangerous dog.

(a) Not later than the 30th day after a person learns that the person is the owner of a dangerous dog, the person shall:

(1) Register the dangerous dog with the animal control authority and pay an annual registration fee as determined by the City Council.

(2) Obtain and maintain liability insurance coverage or show financial responsibility in an amount of at least one hundred thousand dollars ($100,000.00) to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the animal control authority.

(3) Implant and maintain a microchip on the dangerous dog.

(4) Restrain the dangerous dog on a leash and collar to ensure the overall safety of the general public.

(5) Be in physical control of the dangerous dog when restrained on a leash and the person in physical control of the leash must be at least eighteen (18) years of age.

(6) When the dangerous dog is not restrained, as outlined in this section, it shall be in a secure enclosure. The enclosure shall be posted with signs on all sides in four-inch letters warning of the presence of a dangerous dog and shall include a symbol of dangerous dogs understandable by young children.

(7) Surgically spay or neuter the dangerous dog and show proof of such to the animal control authority.

(8) Maintain current rabies vaccinations and proper licenses on the dangerous dog.

(9) Notify any boarding facility, caretaker, veterinary clinic or animal trainer that the dog is a dangerous dog prior to going to such location. Notify the owner of the property upon which the dangerous dog's enclosure is located that the dog is a dangerous dog if the owner of the dangerous dog is leasing the property.

(b) If the supervisor determines that the owner of a dangerous dog has not complied with subsection (a) within the required time after learning that he or she is the owner of a dangerous dog, the supervisor shall provide written notice of such determination to the owner. Said owner shall, within 15 days of notice, deliver the dog to the animal control authority which shall refer the case to the municipal court for notice and hearing.

(c) The animal control authority may request the owner of a dangerous dog to show proof of compliance with subsection (a) above. If proof is requested, after the expiration of three days, if the animal control authority determines that the owner of a dangerous dog has not sufficiently presented proof that he or she is in compliance with subsection (a) above, the supervisor shall provide written notice of such determination to the owner. Said owner shall, within 15 days of notice, deliver the dog to the animal control authority which shall refer the case to the municipal court for notice and hearing.

(d) If, after notice and hearing as provided by Sec. 5-95, the court finds that the owner of a dangerous dog has failed to comply with the requirements of subsection (a) above, the court shall order the animal control authority to seize the dog and shall issue a warrant authorizing the seizure. The animal control authority shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog.

Sec. 5-94. Compliance hearing.

(a) The court, on appeal of the animal control authority's dangerous dog determination under Sec. 5-93(a) or application by any person, including the animal control authority, and upon finding that the owner of a dangerous dog has failed to comply with Sec. 5-94(a), shall set a time for a hearing. The hearing must be held not later than the tenth day after the date on which the dog is seized or delivered.

(b) The court shall give written notice of the time and place of the hearing to:

(1) The owner of the dog or the person from whom the dog was seized; and

(2) The person who made the complaint.

(c) Any interested party, including the county or city attorney, is entitled to present evidence at the hearing.

(d) The court shall determine the estimated costs to house and care for the impounded dog during the appeal process and shall set the amount of bond for an appeal adequate to cover those estimated costs. An owner or person filing the action may appeal the decision of the municipal court in the manner described by Texas Health & Safety Code § 822.0424.

(e) The court shall order the animal control authority to humanely destroy the dog if the owner has not complied with Sec. 5-94(a) before the 11th day after the date on which the dog is seized or delivered to the animal control authority, except that, notwithstanding any other law or local regulation, the court may not order the destruction of a dog during the pendency of an appeal under Texas Health & Safety Code § 822.0424. If, based on the recommendation of the animal control authority, the court determines, either after a hearing or without a hearing, that the owner has complied with Sec. 5-94(a) before the 11th day after the date on which the dog is seized or delivered to the animal control authority, the court shall order the animal control authority to return the dog to the owner.

(f) An owner or person filing the action may appeal the decision of the municipal court in the manner described by Texas Health & Safety Code § 822.0424. During the appeal period, the dog shall remain in the custody, care and control of the animal control authority. If the appeal is ultimately unsuccessful, the owner of the dog shall be responsible for the dog's impoundment fees during the period the case was being appealed.

(g) The owner shall pay all costs and or fees assessed by the City related to the seizure and impoundment of the dog, including, but not limited to, boarding fees, microchip procedure and rabies vaccination, and the cost of euthanasia of the dog if ordered by the court.

Sec. 5-95. Dangerous dog registration.

(a) The owner of a dangerous dog shall notify the animal control authority within 24 hours if the dangerous dog is at large, unconfined, has attacked a human being or another animal, has died or has been sold or given away.

(b) If an owner of a registered dangerous dog sells or moves the dog to a new address, that owner, not later than the 14th day after the date of the sale or move, shall notify the animal control authority for the area in which the new address is located. Upon selling or moving the registered dangerous dog, that owner must notify the new owner or person who has care and control of the dog that he or she is keeping or taking ownership of a dog that has been declared dangerous.

(c) The owner of a registered dangerous dog shall notify the office in which the dangerous dog was registered of any attacks the dangerous dog makes on people or other animals.

Sec. 5-96. Defenses.

(a) It is a defense to prosecution under this article that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter or person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody or control of the dog; provided, however, that for any person to claim a defense under this section, that person must be acting within the course and scope of his or her official duties with regard to the dangerous dog.

(b) It is a defense to prosecution under this article that the person is an employee of the institutional division of the Texas Department of Criminal Justice or of a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes; provided, however, that for any person to claim a defense under this section, that person must be acting within the course and scope of his or her official duties with regard to the dangerous dog.

(c) It is a defense to prosecution under this article that the dog at issue is a trained guard dog in the performance of official duties while confined or under the control of its handler.

Sec. 5-97. Violations.

(a) A person who owns or keeps custody or control of a dangerous dog commits an offense if the person fails to comply with any section of this article.
(b) It shall be a separate violation of this article for any person to refuse or fail to surrender a dog subject to this article, or harbor, hide or secret, transport or secure the transport of a dog subject to this article, for the purpose of preventing its impoundment.
(c) An offense under this section is punishable by a fine not to exceed $2,000.

Sec. 5-98 – 5-99. RESERVED.

ARTICLE IX. COMMUNITY CAT COLONIES

Sec. 5-100. Establishment of Community Cat Colony.

(a) A community cat colony may be established within the city limits of Brenham provided that the citizen wishing to establish the colony agrees to become the community cat colony caregiver and obtains a no cost permit each year from the animal control supervisor.

(b) Community cat colonies within the city limits of Brenham must meet the following requirements:

(1) No community cat colony can be established on public or private property without first obtaining written permission from the property owner; and

(2) No feral cats shall be brought into a community cat colony from outside the city limits of Brenham.

Sec. 5-101. Requirements for feral cats.

(a) The community cat colony caregiver is responsible for ensuring that every cat within the community cat colony participates in the City's trap, neuter, and return program and meets each of the following requirements:

(1) Sterilization by a licensed veterinarian resulting in a tipped ear for recognition purposes; and

(2) Vaccination by a licensed veterinarian against communicable diseases, particularly rabies, in accordance with best practice for feral cats.

Sec. 5-102. Record Keeping.

(a) The community cat colony caregiver must maintain accurate records of the community cat colonies trap, neuter, and return program. The records must include:

(1) The location and size of each community cat colony;

(2) The date and veterinary clinic location for each feral cat's spay/neuter; and

(3) The date of rabies vaccination for each feral cat.

(b) The animal control authority may request copies of the records at any time. Failure to provide the records may result in revocation of the community cat colony caregiver's permit to operate a community cat colony.

Sec. 5-103. Enforcement.

(a) Any community cat impounded by animal control shall be identified by its left ear tip and released to the appropriate community cat colony unless one of the following exceptions is made:

(1) The animal control authority has determined the community cat requires immediate veterinary care. If the community cat is to receive care and be released, the community cat colony caregiver is responsible for paying all accrued medical expenses prior to the community cat being released.

(2) The community cat has bitten any human and the cat is required to be immediately quarantined for rabies observation. If the community cat is to be released, the community cat colony caregiver is responsible for paying all quarantine expenses prior to the community cat being released.

(b) If a community cat colony is the source for a substantial number of nuisance complaints from multiple sources, the community cat colony must be relocated, or the cats claimed by owners and re-homed. A substantial number of nuisance complaints means three (3) or more complaints within the past twelve (12) months. Multiple sources mean that there are two (2) or more reporting parties that do not reside at the same address.

(c) The City reserves the right to immediately seize and remove any and all community cats from a community cat colony if:

(1) A community cat colony violates and section contained in this Article;

(2) The community cat colony poses a risk to public health or safety due to a suspected exposure to the rabies virus or any other zoonotic or epizootic diseases;

(3) A community cat colony is declared a nuisance under subsection (b) of this section and the cats are not relocated or rehomed; or

(4) If the animal control supervisor, in his or her sole discretion, determines it is in the best interest of the City to remove the cats.

Sec. 5-104 – 5-109. RESERVED.

SECTION 4.
SAVINGS CLAUSE

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

SECTION 5.
SEVERABILITY

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

SECTION 6.
REPEALER

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

SECTION 7.
EFFECTIVE DATE

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

SECTION 8.
PROPER NOTICE AND MEETINGS

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

PASSED and APPROVED on its first reading this the ____ day of February 2019.

PASSED and APPROVED on its second reading this the ____ day of February 2019.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-19-009

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FROM A COMBINATION OF MIXED RESIDENTIAL USE DISTRICT (R-2) AND COMMERCIAL RESEARCH AND TECHNOLOGY USE DISTRICT (B-2) TO COMMERCIAL RESEARCH AND TECHNOLOGY USE DISTRICT (B-2) ON 51.119 ACRES OF LAND BEING LOT 1, SECTION 4 OF THE T&L BUSINESS PARK AND PART OF THE JOHN LONG SURVEY, ABSTRACT 156, IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, the owner(s) of approximately 51.119 acres of land generally located west of the intersections of South Market Street, Cantey Street and US 290 E, Being Lot 1, Section 4 of the T&L Business Park and part of the John Long Survey, Abstract 156 in Brenham, Washington County, Texas (the "Property"), have requested that the Property be rezoned; and

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

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

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

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting on January 28, 2019; and

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

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

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham are hereby amended by changing the zoning district classification from a combination of Mixed Residential Use District (R-2) and Commercial Research and Technology Use District (B-2) to Commercial Research and Technology Use District (B-2) on 51.119 acres of land Being Lot 1, Section 4 of the T&L Business Park and Part of the John Long Survey, Abstract 156, in Brenham, Washington County, Texas, said area of land being more particularly described and depicted on Exhibit "A" attached hereto and incorporated herein for all purposes.

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

PASSED and APPROVED on its first reading this the 7th day of February 2019.

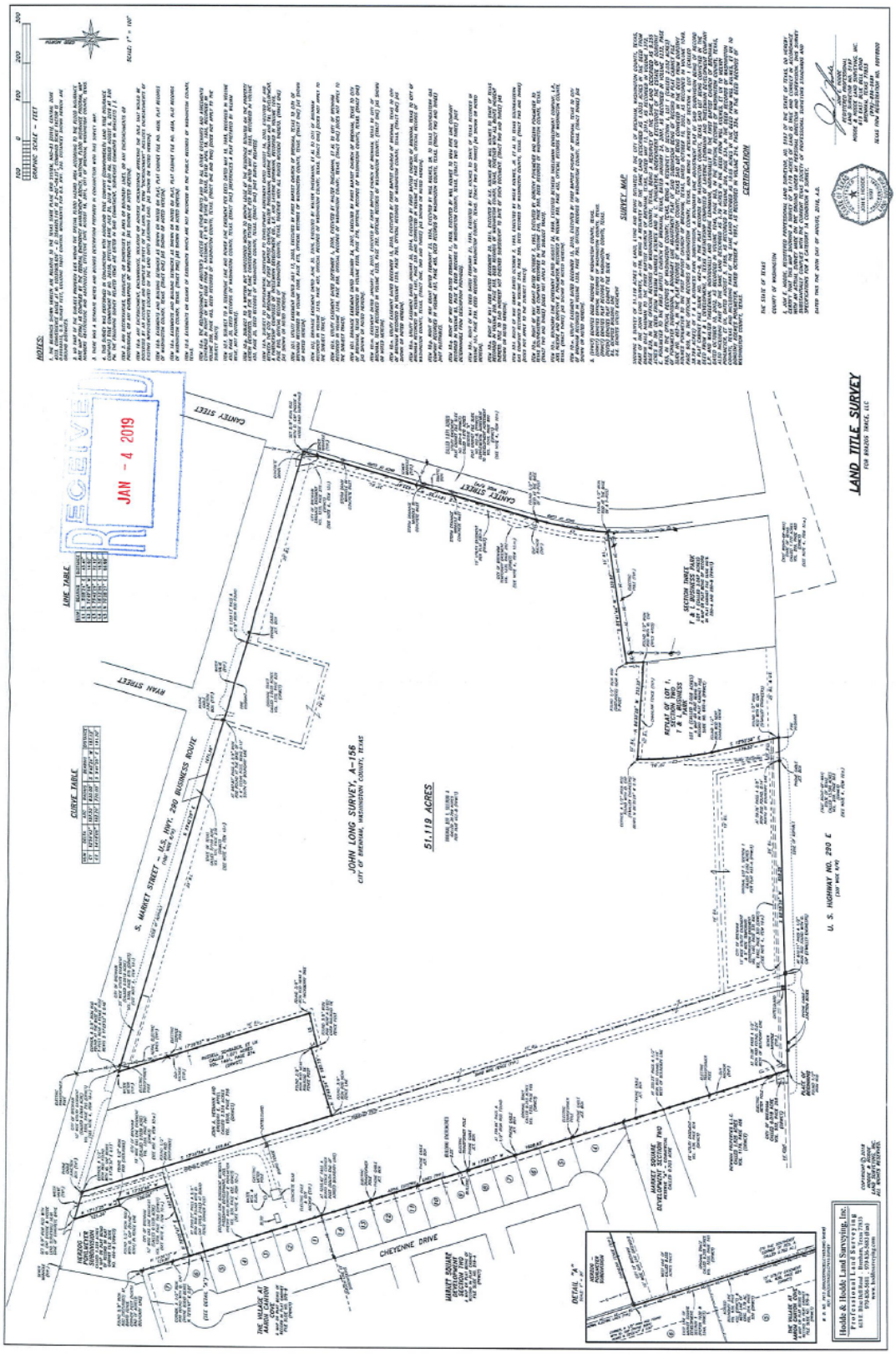
PASSED and APPROVED on its second reading this the 21st day of February 2019.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"


RECEIVED
JAN - 4 2019
LAND TITLE SURVEY
FOR BRAZOS TRACE, LLC
SURVEY MAP
NOTES:
LEGEND
LINE TABLE
CURVE TABLE
S. MARKET STREET - U.S. HWY. 290 BUSINESS ROUTE
CANTEY STREET
RYAN STREET
JOHN LONG SURVEY, A-156
CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS
51.119 ACRES
U. S. HIGHWAY NO. 290 E
CHEYENNE DRIVE
MARKET SQUARE DEVELOPMENT SECTION PHD
THE VILLAGE AT MARKET SQUARE
DETAIL "A"
Holde & Holde Land Surveying, Inc.
Professional Land Surveyors

AGENDA ITEM 5

DATE OF MEETING: February 21, 2019 **DEPT. OF ORIGIN:** Police	**DATE SUBMITTED:** February 14, 2019 **SUBMITTED BY:** Allwin Barrow

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING
☐ SPECIAL	☐ CONSENT	☐ 2ND READING
☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION
	☒ WORK SESSION	

AGENDA ITEM DESCRIPTION: Discussion and Presentation of the 2018 Annual Report and Crime Analysis for the City of Brenham Police Department

SUMMARY STATEMENT: Summary of year end statistical information

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Informative historical comparison

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Brenham Police Department 2018 Annual Report

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: No action – discussion only

APPROVALS: James Fisher

BRENHAM
POLICE DEPARTMENT

PHONE: (979) 337-7337
1800 LONGWOOD DR IVE
FAX: (979) 337-7342

BRENHAM, TX, 77834-0682

Brenham Police Department 2018 Annual Report

Before beginning the Annual Report, I would like to first, express my gratitude to the City Council and to Mr. Fisher and his entire staff for placing confidence in me as your Chief of Police, and thank each of you for the continued support for our departmental initiatives, and for me personally. You and the entire community have made me and my family feel welcomed. I look forward to a long and positive relationship and I thank each of you for the opportunity to serve.

Together with this Annual Report, the agenda indicates other required annual reports be submitted to local governments. Some are required by statute and others required for continued status as a recognized law enforcement agency under the Texas Best Practices Program, Texas Police Chief's Association Foundation. I believe that after examination, you will find that there are no significant changes from past reports and that your police department operates well within the standards and acceptable principles of modern law enforcement. With that said, we can, and will continue to strive to improve our service delivery to our community.

Let us begin our 2018 Brenham Police Department Annual Report by first articulating a major change in the way we gather information concerning crime statistics and how we retrieve those statistics from our recently purchased compliant software. We have now completed our transition from the older original Uniformed Crime Report and have recently been certified as a NIBRS compliant police agency by the Texas Department of Public Safety (TIBRS).

To better understand crime reporting, I am providing a brief history of both UCR and NIBRS so that a comparison can be made.

Uniform Crime Report - UCR

Originally, the UCR Program was based upon work by the International Association of Chiefs of Police (IACP) and the Social Science Research Council (SSRC) throughout the 1920s to create a uniform national set of crime statistics, reliable for analysis. In 1927, the IACP created the Committee on Uniform Crime Reporting to determine statistics for national comparisons. The committee determined seven crimes fundamental to comparing crime rates: murder and non-negligent manslaughter, forcible rape, burglary, aggravated assault, larceny and motor vehicle theft. The eighth fundamental crime, arson, was added under a congressional directive in 1979. The early program was managed by the IACP, prior to FBI involvement, done through a monthly report. The first report in January 1930 reported data from 400 cities throughout 43 states, covering more than 20 million individuals.

On June 11, 1930, through IACP lobbying, the United States Congress passed legislation enacting 28 U.S.C. § 534, which granted the office of the Attorney General the ability to "acquire, collect, classify, and preserve identification, criminal identification, crime, and other records" with the ability to appoint officials to oversee this duty, including the subordinate members of the Bureau of Investigation. The Attorney General, in turn, designated the FBI to serve as the national clearinghouse for the data collected, and the FBI assumed responsibility for managing the UCR Program in September 1930. The July 1930 issue of the IACP crime report announced the FBI's takeover of the program. While the IACP discontinued oversight of the program, they continued to advise the FBI to better the UCR.

Since 1935, the FBI served as a data clearinghouse; organizing, collecting, and disseminating information voluntarily submitted by local, state, federal and tribal law enforcement agencies. The UCR remained the primary tool for collection and analysis of data for the next half century. Throughout the 1980s, a series of National UCR Conferences were held with members from the IACP, Department of Justice, including the FBI, and newly formed Bureau of Justice Statistics (BJS). The purpose was to determine necessary system revisions and then implement them. The result of these conferences was the release of a *Blueprint for the Future of the Uniform Crime Reporting Program* release in May 1985, detailing the necessary revisions. The report proposed splitting reported data into two separate categories, the eight serious crimes (which later became known as "Part I index crimes") and 21 less commonly reported crimes (which later became known as "Part II index crimes").

UCR crime categories

For reporting purposes, criminal offenses are divided into two major groups: Part I offenses and Part II offenses.

In Part I, the UCR indexes reported incidents of **index crimes** which are broken into two categories: violent and property crimes. Aggravated assault, forcible rape, murder, and robbery are classified as violent while arson, burglary, larceny-theft, and motor vehicle theft are classified as property crimes. These are reported via the document named Return A – Monthly Return of Offenses Known to the Police. Part 1 crimes are collectively known as Index crimes, this name is used because the crimes are considered quite serious, tend to be reported more reliably than others, and are reported directly to the police and not to a separate agency (ex- IRS) that doesn't necessarily contribute to the UCR.

In Part II, the following categories are tracked: simple assault, curfew offenses and loitering, embezzlement, forgery and counterfeiting, disorderly conduct, driving under the influence, drug offenses, fraud, gambling, liquor offenses, offenses against the family, prostitution, public drunkenness, runaways, sex offenses, stolen property, vandalism, vagrancy, and weapons offenses

National Incident-Based Reporting System (NIBRS)

Implemented to improve the overall quality of crime data collected by law enforcement, NIBRS captures details on each single crime incident—as well as on separate offenses within the same incident—including information on victims, known offenders, relationships between victims and offenders, arrestees, and property involved in crimes. Unlike data reported through the UCR Program's traditional Summary Reporting System (SRS)—an aggregate monthly tally of crimes—NIBRS goes much deeper because of its ability to provide circumstances and context for crimes like location, time of day, and whether the incident was cleared.

Because NIBRS can provide more useful statistics to promote constructive discussion, measured planning, and informed policing, the FBI has made the nationwide implementation of NIBRS a top priority. Approximately 43 percent of U.S. law enforcement agencies currently participate in NIBRS. To increase participation, the UCR Program is partnering with the Bureau of Justice Statistics on the National Crime Statistics Exchange, working with advocacy groups to emphasize the importance of NIBRS data and its utility, and transitioning the UCR Program to a NIBRS-only data collection by 2021. In addition, the UCR Program has made resources available to help agencies address the cost of transitioning as well as the potential perception that an agency has higher crime levels when NIBRS actually establishes a new baseline that more precisely captures reported crime in a community.

The vision for NIBRS is for it to become the law enforcement community's standard for quantifying crime, which will help law enforcement and communities around the country use resources more strategically and effectively. This is further supporting the mission of the FBI's UCR Program to generate reliable information for use in law enforcement administration, operation, and management.

- **Provides greater specificity in reporting offenses.** Not only does NIBRS look at all of the offenses within an incident, but it also looks at many more offenses than the traditional SRS does. NIBRS collects data for 52 offenses, plus 10 additional offenses for which only arrests are reported. SRS counts limited data for 10 offenses and 20 additional crimes for which only arrests are reported.

- **Collects more detailed information**, including incident date and time, whether reported offenses were attempted or completed, expanded victim types, relationships of victims to offenders and offenses, demographic details, location data, property descriptions, drug types and quantities, the offender's suspected use of drugs or alcohol, the involvement of gang activity, and whether a computer was used in the commission of the crime.

- **Helps give context to specific crime problems** such as drug/narcotics and sex offenses, as well as modern crime issues like animal cruelty, identity theft, and computer hacking.

- **Provides greater analytic flexibility.** Through NIBRS, data users can see many more facets of crime, as well as relationships and connections among these facets, than SRS provides.

A perception of increased crime

Many law enforcement agencies are hesitant about moving from the Uniform Crime Reporting (UCR) Program's Summary Reporting System (SRS) to its National Incident-Based Reporting System (NIBRS) because of the perception that reporting crime through NIBRS will appear to increase the agency's crime. The perception is based on the following reporting differences:

- The SRS collects aggregated monthly crime in ten offense categories.

• NIBRS collects disaggregated offense, victim, offender, property, and arrestee information for 49 offenses.

• The SRS employs a hierarchy rule, which NIBRS does not.

• **NIBRS counts up to 10 offenses per incident.**

Due to the differences between the SRS and NIBRS reporting standards, it can appear that an agency has higher levels of crime after switching to NIBRS. Agencies, of course, understand that NIBRS reporting does not actually increase crime, but often fear that the public, media, and government officials will misinterpret the apparent change in crime and attribute the increased crime counts to failed policing administration and leadership rather than a change in how the crime data are being reported.

Basic Statistical Information

	2015	2016	2017	2018*
Violent Crimes	49	41	42	65
Property Crimes	346	387	472	346
Vehicle Thefts	21	36	20	20
Traffic Accidents	577	502	531	490
Traffic Stops	13,266	12,995	12,808	13,679
Total Calls for Service	32,151	32,056	32,368	24,898++ (33,194) projected

- - + Based upon new NIBRS system of information gathering and dissemination.
- - ++ Based on 9 months of new software computations.

Major Accomplishments - 2018

In May, 2018, the City of Brenham hired a new Police Chief, during the transition to a new administration, a major reorganization took place. The Department moved from three Captains positions, to a more traditional two Captain organizational structure; one with administrative duties and one with operational oversite.

The City Council approved two new Lieutenant positions that will better enable improved communications between patrol shifts and improve supervision at all levels.

A five year old Murder was cleared with DNA evidence collected from a crime scene in 2013.

While working with ATF, Austin County SO and Washington County SO, we conducted a search and arrest warrant for a suspect in posssion of an explosive device who had been threatening harm to local law enforcement.

We lead a major investigation into drug and weapons trafficking just north of the City of Brenham, executing four simultaneous search warrants with the assistance of the DEA, ATF, DPS and Burleson CO SO. Several weapons and drugs were seized.

Held promotional; examinations for Lieutenant and Sergeant, and promoted eight outstanding individuals to supervisory positions.

Improved, or established working relationships with local, state and federal law enforcement partners.

While working with BISD, an additional School Resource Officer was added at the High School.

Upgraded body and vehicle cameras providing for battery life and higher definition and quality.

Raised over $14,000.00 for local charities through a No-Shave November contest.

Our volunteers (COPS) provided nearly 11,000 hours of volunteer time to community needs and requests.

We have been advised that we have acquired a position for a command officer in the fall-session of the FBI National Academy.

Specialized functions information

K-9 Unit

This report is to provide the 2018 stats for the Brenham PD K9 Unit and their activity. The following information listed is the combined results of the both K9 teams and the breakdown of each team. Throughout the year of 2018, the Brenham K9 program assisted the Brenham PD and the surrounding local, State and Federal Agencies in many different capacities.

- Brenham PD Patrol Shifts Covered (213)
- Public Relations Events (10)
- Average K9 Training hours - 85 hours per K9 Team out of a recommended 192 hours per team
- Assisted Crime Reduction Unit in surveillance Operations/ approximately 100/115 man-hours
- Developed 3 Confidential Informants
- Patrol related arrests (54)

- Narcotic related arrests (97)
- Deployments (191)
- 70 Free Air Sniffs
    - 63 Vehicle
    - 7 Building
- 11 Patrol Tracks
- 2 Felony Traffic Stops
- Felony Arrest Warrant Services
- Search Warrant Perimeter
- Police Alarms

Agencies Assisted other than BPD in 2018

- Blinn PD
- Burleson CSO
- Caldwell PD
- Texas DPS (Burleson, Washington, Waller, Lee, Brazos Counties)
- Brazos CSO
- Waller CSO
- FBI
- ATF
- DEA

In 2017, and a goal for 2018, was for the K9 Unit to cut cost on boarding fees in the event K9 Officers took vacation or extend weekend by suppling Sgt. Klehm with an outdoor Kennel. In the year of 2018, Sgt. Klehm housed and cared for both K9 for approximately 30 days. Housing the K9's at Sgt. Klehm's residence during this period, cut boarding cost (approximately $800). In addition, both K9's still receive care from Washington Vet Hospital, which both K9's are provided food, yearly physicals, and yearly vaccinations at no cost.

Goals for the year of 2019

- Increase organized K9 training to meet recommended training
- Increase efficiency of K-9 related paperwork
- Increase knowledge on patrol and command staff level on K9 Unit and capabilities

Training

2018 Training Conducted at the Brenham Police Department

During the calendar year of 2018, the Brenham Police Department conducted 13 training classes at our department. Our department worked with different agencies within Washington County, and also worked with Texas Municipal Police Association (TMPA) while conducting these classes.

All classes were Texas Commission on Law Enforcement (TCOLE) approved and officers did receive credit hours for attending the training. The classes are as follows:

- Less Lethal Electronic Control Device Training (Taser) 6hrs.
- Patrol Rifle Training 16hrs.
- Conceal Carry for Law Enforcement Training 6hrs.
- Crisis Intervention Training 8hrs.
- Civilian Interaction Training 2hrs.
- Body Camera Training 2hrs.
- Narcotics/Dangerous Drugs Training 16hrs.
- Human Trafficking Training 4hrs.
- Taser Instructor Training 16hrs.
- Family Violence Training 4hrs.
- Field Training Officer (FTO) 24hrs.
- Basic Instructor Training 40hrs.

Submitted by Kelvin Raven

Crime Reduction Unit End of the year report

The following report is based off the activity of the Crime Reduction Unit (CRU) from January 24, 2018 through December 31, 2018.

In the year of 2018 the CRU focused on the following, but not limited to the listed areas;

- Narcotic Investigations
- Controlled purchases of narcotics
- Physical and Digital Surveillance
- Fugitive Apprehension
- Transport apprehended subjects from other Agencies
- Search for at large Fugitives from Justice
- Monitoring current area criminal activity and trends
- Assist Criminal Investigation Division in organized crime cases and other higher profile cases
- Assist fellow Local, State, and Governmental Agencies
- Liaison for State and Governmental Agencies (I.E. DPS CID, DEA, ATF, FBI, US Marshall)

- Public Education (Public Relations)

With the above-mentioned duties, the following information is the data that represents the CRU' s activity in 2018.

Number of working Confidential Informants

- Total Working- 11
  - C.I.'s carried over from 2017 - 2
  - C.I.'s established in 2018 - 9
  - C.I.'s that have completed obligations or no longer cooperate – 4

Charges Filed

- Federal Charges - 18
- State Felonies - 27 (this does not include narcotic purchases)
- State Misdemeanor - 9

Fugitive Apprehension

- Felony Warrant Apprehensions - 42
- Misdemeanor Warrant Apprehensions – 12
- Prisoner Transport - 6

Controlled Narcotic Purchases

- Total - 27
- Successful - 17
- Attempted - 10

Search Warrant Executions (6)

- 1505 Simon St Brenham, TX
- 2224 Old Chappell Hill Rd Brenham, TX
- 1001 S. Day St Brenham, TX
- 4878 Shunka Rd. New Ulm, TX
- 100 Maranda Lane Brenham,, TX
- Booker T St Somerville, TX (Federal Operation)

Seizures filed

- Vehicles- 7
- US Currency -$31,808
- Miscellaneous Electronics
- Recovered Firearms - 32 which 5 were confirmed stolen

Surveillance

- Physical Surveillance - 570-630 Man Hours

- Digital (pole Cams) Undetermined Hours off reviewed footage

Public Relations

- CRU provided 12 Narcotic related presentations over the 2018 period

Also in the year of 2018, the CRU added to their investigations by using the information gained by the new developed tactics;

- Cellular phone dumps - 5 cells
- GPS Tracking Device order - 1
- Cellular Ping Order - 1

Goals

In 2018, the CRU had one fix mounted camera (Pole Camera) which appeared to be out dated due to the picture quality. A request for two additional pole Cameras with provided higher quality video were rewarded and placed in the field in order to assist in reducing physical surveillance man-hours. With the additional cameras, this has assisted the Unit in collecting real time footage to assist in prosecution and reducing the number of hours on physical surveillance. Meanwhile, upgrades to the cameras have been done recently in order to run the cameras on Wi-Fi and remotely viewed from a cellular device.

In 2019, the Unit has goals of obtaining possibly one additional pole camera along with obtaining a GPS tracking device. This device will aid in long-term narcotic investigations by allowing officers to establish a pattern of the targets activity and to intercept a target suspect if pattern has been established and confirmed. A GPS tracker can assist the Unit to expand their investigations. In addition, the Unit is researching a new covert device app (Covert Tracker Surveillance Cell Phone App), which can allow officers to conduct controlled transactions in a safer manner for the Informant and Officers. The Covert Tracker Cell Phone App has the following benefits;

- Listen and record live ambient audio
- Website Integration
- High accuracy GPS tracking
- Multiple remote user accessibility
- Remote start of audio/video with live streaming to five viewers

Sgt. Seth Klehm

School Resource Officer's

End of the Year Report

The following report is based off the activity of the School Resource Officers (SRO) from January 1, 2018 through December 31, 2018.

In the year of 2018, the SRO's handled 110 calls. Out of those 110 calls, the following arrest were made at each school:

Cpl. Lance Weiss/Officer Jason Kasprowicz- Brenham High School 8 arrests 3 Felonies and 5 Misdemeanors.

Officer Sierra Newell – Brenham Jr. High School 6 arrest 1 Felony and 5 Misdemeanors.

It should be noted that SRO's refer all Class Misdemeanor cases to Municipal Court for review if the offense takes place on school property and if the suspect is 18 years of age or below. The total cases referred to Municipal Court during 2018 year were 9.

In closing, although we have been understaffed for almost the entirety of 2018, statistically, we have managed to remain relatively constant with no significant increase in reported crime. I would like to take this opportunity to thank the dedicated men and women of our Department for their vigilance and tenacity. Together, we hope to make inroads toward a reduction in criminal activity in the future.

Sincerely

Louis A. Barrow, Jr.

Chief of Police

Brenham Police Department

AGENDA ITEM 6

DATE OF MEETING: February 21, 2019	**DATE SUBMITTED**: February 15, 2019
DEPT. OF ORIGIN: Finance	**SUBMITTED BY:** Carolyn D. Miller

MEETING TYPE:	**CLASSIFICATION:**	**ORDINANCE:**
☒ **REGULAR**	☐ **PUBLIC HEARING**	☒ **1ST READING**
☐ **SPECIAL**	☐ **CONSENT**	☐ **2ND READING**
☐ **EXECUTIVE SESSION**	☒ **REGULAR**	☐ **RESOLUTION**
	☐ **WORK SESSION**	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Approval of an Ordinance of the City of Brenham, Texas, Authorizing the Issuance and Sale of City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019; Levying a Tax in Payment Thereof; Authorizing the Execution and Delivery of a Purchase Agreement and a Paying Agent/Registrar Agreement; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

SUMMARY STATEMENT: The proceeds from the sale of these Certificates of Obligation will be used for the following purposes: (a) (i) renovation of and improvements to the City's water utility systems and facilities; (ii) construction of street and drainage improvements and the acquisition of land and rights-of-ways in connection therewith; and (iii) professional services of attorneys, engineers, financial advisors and other professionals in connection with the Project; and (b) to pay the costs associated with the issuance of the Certificates.

The City's financial advisor, Garry Kimball of Specialized Public Finance, will bring a presentation summarizing the official bids for the sale of the bonds. Our bond counsel, Bracewell, LLP, will also have the Ordinance complete with pricing. An ordinance involved with financing only requires a single reading.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Ordinance

FUNDING SOURCE (Where Applicable): Debt Service Fund and Water Fund

RECOMMENDED ACTION: Approve An Ordinance of the City of Brenham, Texas, Authorizing the Issuance and Sale of City of Brenham, Texas, Certificates of Obligation, Series 2019
APPROVALS: James Fisher

ORDINANCE

AUTHORIZING THE
ISSUANCE OF

CITY OF BRENHAM, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION,
SERIES 2019

Adopted: February 21, 2019

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF BRENHAM, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended, the City of Brenham, Texas (the "City"), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the City, in combination with all or a part of certain surplus revenues of the City's combined utility system remaining after payment of any obligations of the City payable in whole or in part from a lien or pledge of such revenues that would be superior to the obligations to be authorized herein as authorized by Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its residents that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City in accordance with the laws of the State of Texas; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Business Day" means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

"Certificate" means any of the Certificates.

"Certificates" means the City's obligations authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019."

"City" means the City of Brenham, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

"Dated Date" means the date of the Certificates designated in Section 3.02(a).

"Designated Payment/Transfer Office" means, with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Financial Obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Certificate" means the Initial Certificate authorized by Section 3.04 of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15, commencing August 15, 2019.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenues" means the gross revenues of the System less the expenses of operation and maintenance as said expenses are defined by Chapter 1502, Texas Government Code, as amended.

"Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially, The Bank of New York Mellon Trust Company, National Association, Dallas, Texas, or any successor thereto as provided in this Ordinance.

"Prior Lien Bonds" means any and all bonds or other obligations of the City presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Net Revenues or by a lien on and pledge of the Net Revenues subordinate to a first lien and pledge of such Net Revenues but superior to the lien and pledge of the Surplus Revenues made for the Certificates.

"Project" means the purposes for which the Certificates are issued as set forth in Section 3.01.

"Purchaser" means the purchaser of the Certificates identified in Section 7.01(a).

"Record Date" means the last Business Day of the month next preceding an Interest Payment Date.

"Register" means the bond register specified in Section 3.06(a) of this Ordinance.

"Regulations" means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Ordinance.

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b) of this Ordinance.

"Surplus Revenues" means the Net Revenues of the System in an amount equal to $1,000 remaining after payment of all debt service, reserve, and other requirements in connection with the City's Prior Lien Bonds.

"System" as used in this Ordinance means the City's combined utility system, including all present and future additions, extensions, replacements, and improvements thereto.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Certificates as the same come due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates after the applicable payment or redemption date.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The amount of taxes to be provided annually for the payment of principal of and interest on the Certificates shall be determined in the manner provided in this Section 2.01.

(e) The City's annual budget shall reflect (i) the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year, (ii) the amount on deposit in the Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year), and (iii) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Certificates during the next succeeding Fiscal Year.

(f) The amount required to be provided in the succeeding Fiscal Year from ad valorem taxes shall be the amount, if any, the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year exceeds the sum of (i) the amount shown to be on

deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Surplus Revenues shown to be budgeted and available for payment of said debt service requirements.

(g) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, set an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year.

(h) The City hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the Certificates, as the same become due.

Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Brenham, Texas Combination Tax and Revenue Certificates of Obligation, Series 2019, Interest and Sinking Fund" (the "Interest and Sinking Fund"), said fund or account to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Brenham, Texas Combination Tax and Revenue Certificates of Obligation, Series 2019," are hereby authorized to be issued and delivered in accordance with the laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code. The Certificates shall be issued in the aggregate principal amount of $_____ for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (a)(i) renovation of and improvements to the City's water utility systems and facilities; (ii) construction of street and drainage improvements and the acquisition of land and rights-of-way in connection therewith (collectively, the "Project"); and (iii) to pay professional services of attorneys, engineers, financial advisors and other professionals in connection with the Project; and (b) to pay the costs associated with the issuance of the Certificates.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated March 19, 2019. The Certificates shall be issued in fully registered form, without coupons, in authorized denominations of $5,000 or any integral multiple thereof, and shall be numbered separately from one (1) upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts and shall bear interest at the per annum interest rates set forth in the following schedule:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2019	$ _____	_____%	2029	$ _____	_____%
2020		_____%	2030		_____%
2021		_____%	2031		_____%
2022		_____%	2032		_____%
2023		_____%	2033		_____%
2024		_____%	2034		_____%
2025		_____%	2035		_____%
2026		_____%	2036		_____%
2027		_____%	****	****	****
2028		_____%	2038		_____%

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity or prior redemption, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Certificates shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate

appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Certificate shall be paid by check, dated as of the Interest Payment Date, and mailed on or before such Interest Payment Date, by first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner; provided, however, that such Owner shall bear all risk and expense of such other customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, such money shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installments to the Purchaser, or its designee, executed by the manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Purchaser one registered definitive Certificate for each year of maturity of the Certificates in the aggregate principal amount of all Certificates for such maturity bearing interest at the same per annum rate, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such obligation is registered on the Record Date or Special Record Date, as applicable), whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office with such endorsement or

other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.07. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Certificates in accordance with the record retention policies of the Paying Agent/Registrar.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Certificates in temporary form and shall authenticate and deliver in exchange therefor Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate if it has become due and payable or may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry Only System.

The definitive Certificates shall be initially issued in the form of a separate typewritten fully registered Certificate for each of the maturities thereof bearing interest at the same per annum rate. Upon initial issuance, the ownership of such Certificates shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of all matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in DTC's then current operational procedures.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Certificates maturing on and after August 15, 20__, in whole or in part in principal amounts of $5,000 or any integral multiple thereof before their respective scheduled maturity dates, on August 15, 20__, or on any date thereafter, such redemption date or dates to be fixed by the City, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date of redemption.

(b) If less than all of the Certificates are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Certificates stated to mature on August 15, 20__ (the "Term Certificates") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on August 15 in the years and in the respective principal amounts as set forth in the following schedule:

Term Certificates Maturing August 15, 20__

Redemption Date (August 15)	Principal Amount
20__	$ _____
20__*	

* Stated maturity.

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) A portion of a single Certificate of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(b) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and

deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to a conditional notice of redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional notice of redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or

otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, and subject to the provisions of Section 4.05(c), the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City fails to make provision for the payment of the principal thereof or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, or rescinds the notice of redemption, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Mellon Trust Company, National Association, is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented at this meeting, the form, terms and provisions of which are hereby approved.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Certificate, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an

opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, to accompany the Initial Certificate, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificates.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas

CITY OF BRENHAM, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2019

INTEREST RATE	MATURITY DATE	CLOSING DATE	DATED DATE	CUSIP NUMBER
_____%	August 15, 20__	_____, 2019	_____, 2019	_____

The City of Brenham, Texas (the "City"), in the County of Washington, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2018, until stated maturity or prior redemption.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the designated office in Dallas, Texas, of The Bank of New York Mellon Trust Company, National Association, as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed on or before such interest payment date, by first class United States mail, postage prepaid, by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this

Certificate is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is one of a series of fully registered obligations specified in the title hereof issued in the aggregate principal amount of $_____ (herein referred to as the "Certificates"), dated as of March 19, 2019, issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for authorized public improvements (the "Project"), as described in the Ordinance, and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

The City has reserved the option to redeem the Certificates maturing on or after August 15, 20__ in whole or in part before their respective scheduled maturity dates, on August 15, 20__ or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Certificates stated to mature on August 15, 20__ (the "Term Certificates") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on August 15 in the years and in the respective principal amounts as set forth in the Ordinance.

At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate

principal amount of such Term Certificates to be redeemed and shall call such Term Certificates for redemption on such scheduled mandatory redemption date.

The principal amount of the Term Certificates required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to an optional redemption and not previously credited to a mandatory sinking fund redemption.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; and, from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

In the Ordinance, the City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to a conditional notice of redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional notice of redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully

registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the "Record Date" or "Special Record Date," as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the City, nor the Paying Agent/Registrar nor any other person shall be affected by notice to the contrary..

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law and that all acts, conditions and things required to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Certificates, within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Ordinance, derived by the City from the operation of its water and wastewater system in an amount limited to $1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

City Secretary City of Brenham, Texas	Mayor City of Brenham, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of public Accounts of the State of Texas.

Witness my hand and seal of office at Austin, Texas, _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, NATIONAL
ASSOCIATION,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address and zip code of transferee): _____

_____

(Social Security or other identifying number: (_____)) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

_____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the words "CUSIP NUMBER" deleted; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above, the sum of _____DOLLARS" shall be deleted and the following will be inserted: "on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth with the following schedule:

Year	Principal Amount	Interest Rate
	(Information to be inserted from schedule in Section 3.02 of this Ordinance)	

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect as regards the

legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.05. Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates may be printed on or attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.01. Sale of Certificates.

(a) The Certificates are hereby sold and awarded and shall be delivered to _____ (the "Purchaser") at the price equal to the principal amount thereof plus a cash premium of $_____. It is hereby found and determined that the bid of the Purchaser conforms to the requirements of the conditions for sale and produces the lowest true interest cost rate to the City.. The Certificates shall be initially registered in the name of the Purchaser or its designee.

(b) All officers of the City are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem appropriate in order to consummate the delivery of the Certificates. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Certificates or (ii) $9,500.

(c) The obligation of the Purchaser to accept delivery of the Certificates is subject to the Purchaser being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the City, which opinion shall be dated and delivered on the Closing Date.

Section 7.02. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) Certificate proceeds in the amount of $_____ shall be used for the purposes set forth in Section 3.01.

(b) Certificate proceeds in the amount of $_____ shall be used to pay the costs of issuance provided that any amount remaining after the payment of paying costs of issuance shall be deposited for the purposes described in subsection (a) above.

(c) Any Certificate proceeds not used for the purposes described in subsections (a) and (b) above shall be deposited to the Interest and Sinking Fund.

Section 7.03. Control and Delivery of Certificates.

(a) The Mayor of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Certificates shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.04. Official Statement.

The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Mayor and City Secretary of the City are hereby authorized and directed to execute the same and to deliver or cause to be delivered appropriate numbers of copies thereof to the Purchaser. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The use and distribution of the Preliminary Official Statement in the public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Official

Statement and the preliminary public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.02 hereof shall be credited to the fund or account where deposited until completion of the Project; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date for the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. General Federal Income Tax Covenant.

The City intends that the interest on the Certificates be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150, inclusive, of the Code. The City covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Certificates to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of section 103 and 141 through 150, inclusive, of the Code. In particular, the City covenants and agrees to comply with each requirement of this Sections 9.03 through 9.13, inclusive; provided, however, that the City will not be required to comply with any particular requirement of Sections 9.03 through 9.13, inclusive, if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes or (ii) compliance with some other requirement specified in the Counsel's Opinions will satisfy the applicable requirements of the Code, in which case compliance with such other requirement will constitute compliance with the corresponding requirement specified in Sections 9.03 through 9.13, inclusive.

Section 9.04. No Private Use or Payment and No Private Loan Financing.

The City will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "private activity bonds" within the meaning of section 141 of the Code. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Certificates will not be "private activity bonds" within the meaning of section 141 of the Code.

Section 9.05. No Federal Guarantee.

The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Certificates to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

Section 9.06. No Hedge Bonds.

The City covenants and agrees not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Certificates to be "hedge bonds" within the meaning of section 149(g) of the Code.

Section 9.07. No-Arbitrage Covenant.

The City will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of section 148(a) of the Code. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate investments of proceeds of the Certificates, and take such other and further action as may be required so that the Certificates will not be "arbitrage bonds" within the meaning of section 148(a) of the Code.

Section 9.08. Arbitrage Rebate.

If the City does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the City will take all steps necessary to comply with the requirement that certain amounts earned by the City on the investment of the "gross proceeds" of the Certificates (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys that do not represent gross proceeds of any bonds of the City, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Certificates that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Certificates or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Section 9.09. Information Reporting.

The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code.

Section 9.10. Record Retention.

The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Certificates until three years after the last Certificate is redeemed or paid at maturity, or such shorter period as authorized by subsequent guidance issued by the Department

of the Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Certificates by the Internal Revenue Service.

Section 9.11. Registration.

The Certificates will be issued in registered form.

Section 9.12. Deliberate Actions.

The City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to fail to meet any requirement of section 141 of the Code regarding the use of Certificate proceeds after the issue date of the Certificates unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the City takes such remedial action and the City receives a Counsel's Opinion that such remedial action cures any failure to meet the requirements with respect to the use of the proceeds of the Certificates.

Section 9.13. Continuing Obligation.

Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of Sections 9.03 through 9.13, inclusive, will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

Section 9.14. Qualified Tax-Exempt Obligations.

The City hereby designates the Certificates as "qualified tax-exempt obligations" for purposes of section 265(b) of the Code. In connection therewith, the City represents (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2019, including the Certificates, that have been designated as "qualified tax-exempt obligations" under section 265(b)(3) of the Code does not exceed $10,000,000, and (b) that the reasonably anticipated amount of its tax-exempt obligations that will be issued by the City during calendar year 2019, including the Certificates, will not exceed $10,000,000. For purposes of this Section 9.14, the term "tax-exempt obligations" does not include (i) "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code or (ii) obligations issued to currently refund any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation. In addition, for purposes of this Section 9.14, the City includes all entities that are aggregated with the City under the Code.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The Certificates may be refunded, discharged or defeased in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to the MSRB.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02. Event Notices.

(a) The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and in not more than 10 business days after the occurrence of the event:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(vii) modifications to rights of Owners, if material;

(viii) bond calls, if material and tender offers;

(ix) defeasance;

(x) release, substitution, or sale of property securing repayment of the Certificates, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

For these purposes, (A) any event described in the immediately preceding clause (xii) in this Section is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the City, and (B) the City intends the words used in the immediately preceding clauses (xv) and (xvi) in this Section and in the definition of Financial

Obligation in Section 1.01 to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Certificates no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted a purchaser to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as

such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriter of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12.04. Amendments to the Rule.

In the event the Authorized Officer, in consultation with Bond Counsel and the City's financial advisor, determines that it is necessary or desirable to amend the provisions of this Article XII in order to facilitate compliance with amendments to the Rule and related guidance from the SEC, the Authorized Officer may make such changes in the Pricing Certificate for the Certificates.

ARTICLE XIII

AMENDMENTS TO ORDINANCE

Section 13.01. Amendments of Ordinance.

The City may, without the consent of or notice to the Owners, from time to time and at any time amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of a majority in aggregate principal amount of the Certificates then outstanding, amend, add to or rescind any of the provisions of this Ordinance; provided, that, without the consent of the Owners of all Certificates then outstanding, no such amendment, addition, or rescission shall:

(a) affect the rights of the Owners of less than all of the Certificates then outstanding;

(b) make any change in the maturities of the Certificates;

(c) reduce the rate of interest borne by any of the Certificates;

(d) reduce the amount of the principal payable on the Certificates;

(e) modify the terms of payment of principal of or interest on the Certificates or impose any conditions with respect to such payment; or

(f) change the minimum percentage of the principal amount of Certificates necessary for consent to such amendment.

Certificates owned or held by or for the account of or for the benefit of the City shall not be deemed to be outstanding for the purpose of amending this Ordinance.

Section 13.02. Notice and Adoption of Amendment.

If the City desires to amend this Ordinance and such amendment requires the consent of the Owners pursuant to Section 13.01, the City shall cause notice of the proposed amendment to be given in writing to each Owner of Certificates then outstanding. If, within thirty (30) days, or such longer period as shall be prescribed by the City, following the giving of such notice, the Owners of Certificates then outstanding in the aggregate principal amount required by Section 13.01 shall have consented to the amendment as herein provided, no Owner of a Certificate shall have any right to object to any of the terms and provisions contained therein, or in any manner to question the propriety of the execution thereof, and all the rights of all Owners of Certificates shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such amendment.

Section 13.03. Consent of Owner Irrevocable.

Any consent given by any Owner of a Certificate pursuant to the provisions of this Article shall be irrevocable and binding on all future Owners of the same Certificates from the date of such consent.

Section 13.04. Nonsubstantive Changes.

The Mayor and the City Manager, in consultation with the City's Bond Counsel, is hereby authorized and directed to approve such nonsubstantive changes to this Ordinance as may be required by the Attorney General of Texas in his approval of the Certificates herein authorized.

ARTICLE XIV

EFFECTIVE IMMEDIATELY

Section 14.01. Effective Immediately.

Notwithstanding any provision of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

ARTICLE XV

OPEN TO THE PUBLIC

Section 15.01. Open to the Public. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

PASSED, APPROVED AND ADOPTED this February 21, 2019.

_____
Milton Y. Tate, Jr.
City of Brenham, Texas

ATTEST:

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

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded Fiscal Year.

2. Statistical and financial data set forth in Tables numbered 1 through 4 and 6 through 9, each inclusive.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

AGENDA ITEM 7

DATE OF MEETING: February 21, 2019 **DEPT. OF ORIGIN:** Police	**DATE SUBMITTED:** February 14, 2019 **SUBMITTED BY:** Allwin Barrow

MEETING TYPE:	**CLASSIFICATION:**	**ORDINANCE:**
☒ **REGULAR**	☐ **PUBLIC HEARING**	☐ **1ST READING**
☐ **SPECIAL**	☐ **CONSENT**	☐ **2ND READING**
☐ **EXECUTIVE SESSION**	☒ **REGULAR**	☐ **RESOLUTION**
	☐ **WORK SESSION**	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Racial Profiling Report for the City of Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT:

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Informative, report closely matches the actual demographics of community.

B. CONS: N/A

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Brenham Police Department 2018 Racial Profiling Report; and (2) Brenham Police Department Racial Profiling Statistics

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve the Racial Profiling Report for the City of Brenham Police Department and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

BRENHAM
POLICE DEPARTMENT

1800 LONGWOOD DRIVE

PHONE: (979) 337-7337

FAX: (979) 337-7342

P.O. BOX 682

To: Chief Barrow

From: Captain Lloyd Powell

Date: 1/16/2019

Subject: 2018 Racial Profiling report

This Agency claims partial racial profiling exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

BRENHAM POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

1. Clearly defines acts constituting racial profiling;
2. Strictly prohibits peace officers employed by the BRENHAM POLICE DEPT. from engaging in racial profiling;
3. Implements a process by which an individual may file a complaint with the BRENHAM POLICE DEPT. if the individual believes that a peace officer employed by thr BRENHAM POLICE DEPT. has engaged in racial profiling with respect to the individual;
4. Provides public education relating to the agency's complaint process;
5. Requires appropriate corrective action to be taken against a peace officer employed by the BRENHAM POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the BRENHAM POLICE DEPT.'s policy adopted under this article;

6. Require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

   (A) The race or ethnicity of individual detained;

   (B) Whether a search was conducted and, if so, whether the individual detained consented to the search; and

   (C) Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7. Require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
   (A) The commission on Law Enforcement; and
   (B) The governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: Allwin Barrow

Chief Administrator

Brenham Police Department

Date: 1/17/2019

Total stops: 6163

Gender

Female: 2465
Male: 3675

Race or ethnicity

Black: 1715
Asian/Pacific Islander: 123
White: 3214
Hispanic/Latino: 1041
Alaska Native/American Indian: 63

Was race or ethnicity known prior to stop?

Yes: 425
No: 5738

Reason for stop?

Violation of law: 804
Pre existing knowledge: 223
Moving traffic violation: 3472
Vehicile traffic violation: 1601

Street address or approximate location of the stop

City street: 3560
US highway: 2091
State highway: 169
County road: 22
Private property or other: 263

Was a search conducted?

Yes: 26
No: 678

Reason for Search?

Consent: 10
Contraband:
Probable cause: 16
Inventory:
Incident to arrest:

Was Contraband discovered?

Yes: 16

No: 10

Description of contraband

Drugs: 14

Currency:

Weapons:

Alchohol: 1

Stolen property:

Other: 2

Result of the stop

Verbal warning:

Written warning: 443

Citation: 255

Written warning and arrest: 1

Citation and arrest: 5

Arrest: 1

Arrest Total

Total: 3472

Arrest based on

Violation of Penal Code: 37

Violation of Traffic Law: 3472

Violation of City Ordinance: 20

Outstanding Warrant 8

Was physical force resulting in bodily injury used during stop

Yes: 4

No: 6159

Submitted electronically to the

The Texas Commission on Law Enforcement

AGENDA ITEM 8

DATE OF MEETING: February 21, 2019 **DEPT. OF ORIGIN:** Police	**DATE SUBMITTED:** February 14, 2019 **SUBMITTED BY:** Allwin Barrow

MEETING TYPE:	**CLASSIFICATION:**	**ORDINANCE:**
☒ **REGULAR**	☐ **PUBLIC HEARING**	☐ **1ST READING**
☐ **SPECIAL**	☐ **CONSENT**	☐ **2ND READING**
☐ **EXECUTIVE SESSION**	☒ **REGULAR**	☐ **RESOLUTION**
	☐ **WORK SESSION**	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the 2018 Use of Force Report for the City of Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: Summary of year end statistical information.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Informative

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) 2018 Use of Force Report

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve the 2018 Use of Force Report for the City of Brenham Police Department and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

BRENHAM
POLICE DEPARTMENT

1800 LONGWOOD DRIVE

PHONE: (979) 337-7337

P.O. BOX 682

FAX: (979) 337-7342

To: Chief Barrow

From: Captain Lloyd Powell

Date: 1/16/2019

Subject: 2018 Use of Force Analysis

2018 Use of Force Analysis

During the course of operations of the Brenham Police Department for the time ranging between January through December 2018, officers were involved in 18 scenarios requiring use of force to effectively resolve various situations. Those uses of force included weaponless/physical control, display or use of Taser, pepper spray and display of duty weapon. The breakdown of each category is depicted as follows:

- 11- pointed duty weapon
- 3- Pointed or used Taser
- 4- weaponless use of force (hands on)
- 1-Pepper spray.

During this time, there were no internal affairs investigations stemming from use of force complaints. All uses of force depicted led to the successful apprehension of suspects without injuries that would require more than the procedural deployment of mobile medical services.

In review of the use of force incidents for years of 2016, 2017, and 2018 there has been a decrease every year. The factors credited for this decrease are bi-annual training and updates on use of force along with closer supervision and supervisory presence on scenes. More routine presence of frontline supervision combined with physical training and better use of verbal skills

and strategies of line officers were techniques utilized in attaining a lower rate of force having to be deployed. Currently this process has proved to be successful and there is no recommendation for change.

Captain Lloyd Powell

BRENHAM, TX, 77834-0682

AGENDA ITEM 9

DATE OF MEETING: February 21, 2019 **DEPT. OF ORIGIN:** Police	**DATE SUBMITTED:** February 14, 2019 **SUBMITTED BY:** Allwin Barrow

MEETING TYPE:	**CLASSIFICATION:**	**ORDINANCE:**
☒ **REGULAR**	☐ **PUBLIC HEARING**	☐ **1ST READING**
☐ **SPECIAL**	☐ **CONSENT**	☐ **2ND READING**
☐ **EXECUTIVE SESSION**	☒ **REGULAR**	☐ **RESOLUTION**
	☐ **WORK SESSION**	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the 2018 Pursuit Report for the City of Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: Summary of year end statistical information.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Informative

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) 2018 Pursuit Report

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve the 2018 Pursuit Report for the City of Brenham Police Department and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

BRENHAM
POLICE DEPARTMENT

1800 LONGWOOD DRIVE

PHONE: (979) 337-7337

FAX: (979) 337-7342

P.O. BOX 682

To: Chief Barrow

From: Captain Lloyd Powell

Date: 1/16/2019

Subject: 2018 Pursuit Analysis

2018 Pursuit Analysis

During the calendar year of 2018, the Brenham Police Department was involved in four vehicle pursuits.

Pursuit#1 occurred during the early-morning hours of May 22 2018. The pursuing officer was investigating a suspicious vehicle in the 2100 block of highway 290 west. Upon noticing the officer, the vehicle sped away quickly. The officer believed he had potentially came upon an attempted burglary and attempted to follow the suspect. Upon seeing the officer turn around the suspect accelerated and began to evade (in the 5000 block of 290 West). The pursuit lasted approximately 1.3 miles and reached speeds of 101 miles an hour. The suspect voluntarily stopped and was arrested for evading in a vehicle and possession of a controlled substance.

Pursuit#2 occurred during the late night hours of June 4, 2018 in the 2100 block of highway 290 west. The pursuing officer observed the suspect make an illegal lane change on a motorcycle and attempted to conduct a traffic stop. The suspect began to flee at a high rate of speed (top speed of the pursuit was 130 mph). The pursuit lasted approximately 10.9 miles and ended when the officer lost site of the suspect and terminated the pursuit. Washington County Deputies assisted with this pursuit.

Pursuit#3 occurred during the late night hours of December 17, 2018. The pursuing officer attempted to conduct a traffic stop on the vehicle in the 600 block of Sabine Street. The suspect refused to stop and lead officers on a low speed pursuit (top speed was 40mph) that lasted approximately eight minutes and was a total distance of 2.7 miles. The driver voluntarily stopped at the intersection of Bluebell/Brown streets. The driver was ultimately charged with evading in a vehicle, driving with a suspended license and possession of drug paraphernalia.

Pursuit#4 occurred just after 7pm on December 31, 2018. The pursuing officer was responding to an aggravated assault call in the 700 block of south Jackson Street. While on the way to the call, the officer observed a vehicle matching the description of the suspect's vehicle. Upon attempting the stop the vehicle suspect began to evade at a high rate of speed (top speed in the pursuit was over 100mph). The pursuit lasted approximately 23 minutes with a total distance of 24.5 miles. The suspect drove his vehicle in a pasture and became stuck at 711 FM 390E which ended the pursuit. The suspect was subsequently taken into custody for aggravated assault causing serious bodily injury- Family and evading in a motor vehicle.

In review of vehicle pursuits for the year of 2018 in comparison to 2017, there was an increase by three. All pursuits were reviewed and approved through the chain of command, and documented with a department pursuit form. No policy violations were noted and no policy changes are recommended. All pursuit forms are kept with the Administrative Sergeant and are available for review.

Captain Lloyd Powell

AGENDA ITEM 10

DATE OF MEETING: February 21, 2019	**DATE SUBMITTED:** February 14, 2019
DEPT. OF ORIGIN: Animal Services	**SUBMITTED BY:** Allison Harper

MEETING TYPE:	**CLASSIFICATION:**	**ORDINANCE:**
☒ **REGULAR**	☐ **PUBLIC HEARING**	☐ **1ST READING**
☐ **SPECIAL**	☐ **CONSENT**	☐ **2ND READING**
☐ **EXECUTIVE SESSION**	☒ **REGULAR**	☒ **RESOLUTION**
	☐ **WORK SESSION**	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-19-009 Adopting a New Fee Schedule for the City of Brenham Animal Control Services and Brenham Pet Adoption & Care Center

SUMMARY STATEMENT: The proposed fee schedule contains changes that will allow Animal Services to have a set standard for fees which are not presently in place.

The **daily boarding fee** is only being used for repeat offenders. This needs to be implemented across the board to encourage citizens to pick up their impounded animals before incurring additional costs. Also, we are recommending to keep the cost for **rabies quarantine** the same as the fee for **rabies testing** so this is not a consideration when a citizen decides which option to choose. It will also prevent waiting to bring in the pet in because it will be cheaper the less days the animal is quarantined.

Currently we do not have a **surrender fee**. Many people use the shelter as a way to get rid of their unwanted kittens/puppies. They need to be encouraged to spay/neuter their pets and hopefully having a fee would give us a tool by which to educate the public on spay/neuter.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Fee Comparison Worksheet; and (2) Resolution No. R-19-009 with Exhibit A

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve Resolution No. R-19-009 adopting a new fee schedule for the City of Brenham Animal Control Services and Brenham Pet Adoption & Care Center

APPROVALS: James Fisher

Animal Services Fee Schedule Comparison

	Current Fee	Proposed Fee	Increase or (Decrease)
City Licenses			
Unaltered Pet	$ 18.00	$ 30.00	$ 12.00
*If the animal has **not** been spayed or neutered, this license must be renewed annually. This license can be obtained: (1) from a state licensed veterinarian, doing business within the city, upon the animal being vaccinated for rabies; or (2) by providing proof of rabies vaccination to the City. All fees associated with this license must be paid annually at time of renewal.*			
Altered Pet	$ 18.00	$ 18.00	$ -
If the animal has been spayed or neutered, this license must be renewed annually. This license can be obtained: (1) from a state licensed veterinarian, doing business within the city, upon the animal being vaccinated for rabies; or (2) by providing proof of rabies vaccination to the City. All fees associated with this license shall be paid upon the initial issuance of the license; renewals of this license will be free of charge.			
A 1-year license is FREE for all animals adopted at the Brenham Pet Adoption & Care Center			
Microchip	$ -	$ 10.00	$ 10.00
Replacement License	$ 1.00	$ 1.00	$ -
Adoption Fees	$ 50.00	$ 95.00	$ 45.00
Impoundment & Disposition			
1st Confinement	$ 25.00	$ 25.00	$ -
2nd Confinement	$ 50.00	$ 50.00	$ -
3rd Confinement	$ 100.00	$ 100.00	$ -
4th & Subsequent	$ 200.00	$ 200.00	$ -
$10 off all confinement fees if owner agrees to have animal microchipped			
Boarding (Per Night)	$ 5.00	$ 10.00	$ 5.00
Surrender Fee	$ -	$ 25.00	$ 25.00
Rabies Enforcement			
Quarantine (per day)	$ 10.00	$ 150.00	$ 140.00
Testing	$ -	$ 150.00	$ 150.00
Multi-Animal Permit	$ 25.00	$ 25.00	$ -
Dangerous Dog License	$ -	$ 100.00	$ 100.00

RESOLUTION NO. R-19-009

A RESOLTUION OF THE CITY OF BRENHAM, TEXAS ADOPTING A NEW FEE SCHEDULE FOR THE CITY OF BRENHAM'S ANIMAL CONTROL SERVICES AND BRENHAM PET ADOPTION AND CARE CENTER

WHEREAS, Chapter 5, Animals and Fowl, of the Code of Ordinances authorizes the City Council to adopt fees for the City's animal shelter and all animal services and control activities; and

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

The City Council hereby adopts the 2019 Animal Services Fee Schedule, to be effective March 1, 2019 and attached hereto as Exhibit A fee schedule for park facilities and recreation programs.

PASSED and **APPROVED** on the _____ day of February, 2019.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

"EXHIBIT A"

Animal Services Fee Schedule

Effective March 1, 2019

City Licenses		
Unaltered Pet	$	30.00
*If the animal has **not** been spayed or neutered, this license must be renewed annually. This license can be obtained: (1) from a state licensed veterinarian, doing business within the city, upon the animal being vaccinated for rabies; or (2) by providing proof of rabies vaccination to the City. All fees associated with this license must be paid annually at time of renewal.*		
Altered Pet	$	18.00
If the animal has been spayed or neutered, this license must be renewed annually. This license can be obtained: (1) from a state licensed veterinarian, doing business within the city, upon the animal being vaccinated for rabies; or (2) by providing proof of rabies vaccination to the City. All fees associated with this license shall be paid upon the initial issuance of the license; all renewals of this license will be free of charge.		
A 1-year license is FREE for all animals adopted at the Brenham Pet Adoption & Care Center		
Microchip	$	10.00
Replacement License	$	1.00
Adoption Fees	$	95.00
Impoundment & Disposition		
1st Confinement	$	25.00
2nd Confinement	$	50.00
3rd Confinement	$	100.00
4th & Subsequent	$	200.00
$10 off all confinement fees if owner agrees to have animal microchipped		
Boarding (Per Night)	$	10.00
Surrender Fee	$	25.00
Rabies Enforcement		
Quarantine (per day)	$	150.00
Testing	$	150.00
Multi-Animal Permit	$	25.00
Dangerous Dog License	$	100.00

AGENDA ITEM 11

DATE OF MEETING: February 21, 2019	**DATE SUBMITTED:** February 13, 2019
DEPT. OF ORIGIN: Development Services	**SUBMITTED BY:** Lori Sanguedolce

MEETING TYPE:	**CLASSIFICATION:**	**ORDINANCE:**
☒ **REGULAR**	☐ **PUBLIC HEARING**	☒ **1ST READING**
☐ **SPECIAL**	☐ **CONSENT**	☐ **2ND READING**
☐ **EXECUTIVE SESSION**	☒ **REGULAR**	☐ **RESOLUTION**
	☐ **WORK SESSION**	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Ordinance No. O-19-010 on Its Second Reading Providing for the Abandonment of a 1,517 Square Foot Portion and a 137 Square Foot Portion of a 12-Foot Wide Alley in Block 6 of Hurt's Addition, Bounded on the North by West First Street, Bounded on the East by the Brenham Wholesale Grocery Called 10, 999 Square Foot Tract, Bounded on the South by the Remainder of the 12-Foot Alley, and Being Bounded on the West by the Brenham Wholesale Grocery Called 0.4726 Acre Tract and the Susan Crawford Called 0.37 Acre Tract, Situated in Brenham, Washington County, Texas, Out of the A. Harrington Survey, Abstract No. 55 and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: Brenham Wholesale and Richard and Susan Crawford have requested that a portion of the unimproved alley, located off of West First Street be abandoned. Brenham Wholesale submitted the alley abandonment request on December 21, 2018 and the Crawford's submitted their request on January 9, 2019. Both requestors ask they get their respective portion of the alley.

This item is not on the consent agenda as there are citizens that wanted to discuss this item.

This ordinance is being presented to abandon the portion of the alley as shown in the exhibit by metes and bounds with exhibit. The abandonment of this alley does not create an undue burden on traffic or on utilities.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Ordinance No. O-19-010; and (2) Request Letter

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve Ordinance No. O-19-010 on its Second Reading Providing for the Abandonment of a 1,517 Square Foot Portion and a 137 Square Foot Portion of a 12-Foot Wide Alley in Block 6 of Hurt's Addition, Bounded on the North by West First Street, Bounded on the East by the Brenham Wholesale Grocery Called 10, 999 Square Foot Tract, Bounded on the South by the Remainder of the 12-Foot Alley, and Being Bounded on the West by the Brenham Wholesale Grocery Called 0.4726 Acre Tract and the Susan Crawford Called 0.37 Acre Tract, Situated in Brenham, Washington County, Texas, Out of the A. Harrington Survey, Abstract No. 55 and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

ORDINANCE NO. O-19-010

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A 1,517 SQUARE FOOT PORTION AND A 137 SQUARE FOOT PORTION OF A 12-FOOT WIDE ALLEY IN BLOCK 6 OF HURT'S ADDITION, BOUNDED ON THE NORTH BY WEST FIRST STREET, BOUNDED ON THE EAST BY THE BRENHAM WHOLESALE GROCERY CO., INC. CALLED 10,999 SQUARE FOOT TRACT, BOUNDED ON THE SOUTH BY THE REMAINDER OF THE 12-FOOT ALLEY, AND BEING BOUNDED ON THE WEST BY THE BRENHAM WHOLESALE GROCERY CO., INC. CALLED 0.4726 ACRE TRACT AND THE SUSAN CRAWFORD CALLED 0.37 ACRE TRACT, SITUATED IN BRENHAM, WASHINGTON COUNTY, TEXAS, OUT OF THE A. HARRINGTON SURVEY, ABSTRACT NO. 55

WHEREAS, the City of Brenham has ownership of the 12-foot wide alley right-of-way in Block 6 of the Hurt's Addition, bounded on the north by West First Street, bounded on the East by the Brenham Wholesale Grocery Co., Inc. called 10,999 square foot tract, bounded on the south by the remainder of the 12-foot alley, and being bounded on the West by the Brenham Wholesale Grocery Co., Inc. called 0.4726 acre tract and the Susan Crawford called 0.37 acre tract, situated in Brenham, Washington County, Texas, out of the A. Harrington Survey, Abstract No. 55; and

WHEREAS, the adjoining property owners have requested the abandonment and closing of a portion of this 12-foot alley right-of-way; and

WHEREAS, the adjoining property owners requesting the abandonment of a portion of 12-foot wide alley own the adjoining tracts, more fully described in a deed to Brenham Wholesale Grocery Co., Inc. dated November 4, 1994, recorded in Volume 851, Page 524, Official Records of Washington County, Texas, a deed to Brenham Wholesale Grocery Co., Inc. dated February 11, 1986, recorded in Volume 529, Page 805, Official Records of Washington County, Texas, and a deed to Susan Crawford dated October 30, 2018, recorded in Volume 1653, Page 332, Official Records of Washington County; and

WHEREAS, the abandonment and closing of the portion of the alley right-of-way as shown on Exhibit "A", attached hereto and incorporated herein for all purposes, will not create an undue burden on traffic; and

WHEREAS, the City of Brenham has no need or use for the portion of the alley right-of-way as shown on Exhibit "A" as a public thoroughfare, and said portion of the alley right-of-way remains undeveloped, unimproved and unused; and

WHEREAS, the City Council of the City of Brenham desires to abandon and close the portion of the alley right-of-way as shown on Exhibit "A" as a public thoroughfare, said closure and abandonment being in the best interest of the citizens of Brenham;

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

SECTION I.

That the portion of the 12-foot alley right-of-way as shown on Exhibit "A" is hereby abandoned and closed as a public thoroughfare.

SECTION II.

This alley right-of-way to be closed and abandoned is currently undeveloped and unimproved, and any existing or future maintenance by the City of Brenham will cease.

SECTION III.

The Mayor of the City of Brenham is hereby authorized to execute any documents necessary for the conveyance of the portions of the alley right-of-way as shown on Exhibit "A", attached hereto and incorporated herein for all purposes, to the adjoining property owners.

SECTION IV.

This Ordinance shall take full force and effect immediately from and after its passage and approval on second reading and approval by the Planning and Zoning Commission of a replat of the abandoned right-of-way parcels into conforming lots.

PASSED and **APPROVED** on its first reading this the ___ day of _____, 2019.

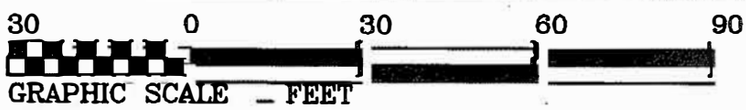
PASSED and **APPROVED** on its second reading this the __ day of _____, 2019.

_____
Milton Y. Tate
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

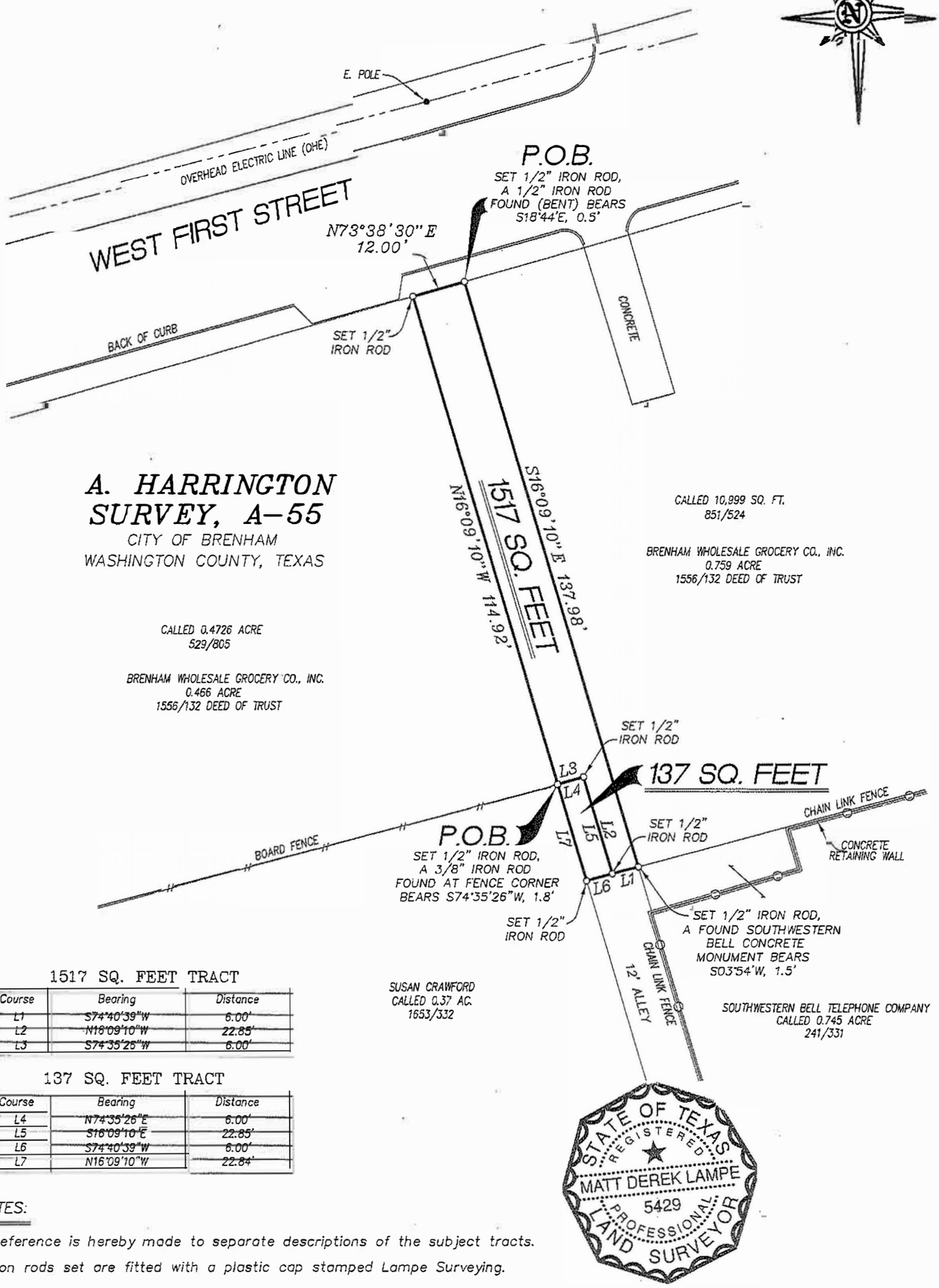
Exhibit A



Bearings are based on the Texas Coordinate System of 1983–Central Zone as obtained by GPS observations.

SURVEY PLAT OF

1517 SQUARE FEET AND 137 SQUARE FEET OF LAND, LYING AND BEING SITUATED IN THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS IN THE A. HARRINGTON SURVEY, A–55, BEING PART OF A 12' WIDE ALLEY OF BLOCK 6 OF HURT'S ADDITION TO THE CITY OF BRENHAM, TEXAS.



1517 SQ. FEET TRACT

Course	Bearing	Distance
L1	S74°40'39"W	6.00'
L2	N16°09'10"W	22.85'
L3	S74°35'26"W	6.00'

137 SQ. FEET TRACT

Course	Bearing	Distance
L4	N74°35'26"E	6.00'
L5	S16°09'10"E	22.85'
L6	S74°40'39"W	6.00'
L7	N16°09'10"W	22.84'

NOTES:

- Reference is hereby made to separate descriptions of the subject tracts.
- Iron rods set are fitted with a plastic cap stamped Lampe Surveying.

STATE OF TEXAS
REGISTERED
MATT DEREK LAMPE
5429
PROFESSIONAL
LAND SURVEYOR

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this plat accurately represents the results of an on the ground survey made under my direction.

Dated this the 24th day of January, 2019.

Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc

LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS
1408 WEST MAIN STREET
P. O. BOX 2037
BRENHAM, TEXAS 77834
(979) 836–6677 * FAX (979) 836–1177
TEXAS LICENSED SURVEYING FIRM NO. 10040700
W.O. 3088 3088S10.DWG 3088BWG.CGC

LAMPE SURVEYING, INC

PROFESSIONAL LAND SURVEYORS
Texas Licensed Surveying Firm No. 10040700
P. O. Box 2037 - 1408 West Main Street
Brenham, Texas 77833
(979) 836-6677 - Fax (979) 836-1177

3088-19

THE STATE OF TEXAS

COUNTY OF WASHINGTON

SURVEYOR'S DESCRIPTION

1,517 SQUARE FEET

BRENHAM WHOLESALE GROCERY COMPANY, INC.

All that certain tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas in the A. Harrington Survey, A-55, being part of a 12' wide alley of Block 6 of Hurt's Addition to the City of Brenham, Texas, being bounded on the east by the same land described as 10,999 square feet of land in a deed from Winnie Nunn to Brenham Wholesale Grocery Co., Inc., dated March 7, 1997, recorded in Volume 851, Page 524, Official Records of Washington County, Texas (851/524, O.R.W.C.,Tx.), and bounded on the north by West First Street, and being more fully described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2" iron rod previously set at the intersection of the east line of said alley with the south margin of West First Street for the northeast corner hereof and for the northwest corner of said Brenham Wholesale Grocery Co., Inc. tract called 10,999 sq. ft. which now is included within a Brenham Wholesale Grocery Co., Inc. 0.759 acre tract (1556/132, O.R.W.C.,Tx.), a 1/2" iron rod found (bent) bears South 18 degrees 44 minutes East, 0.5 feet;

THENCE along the east line of said alley, being the west line of said 0.759 acre tract, South 16 degrees 09 minutes 10 seconds East, 137.98 feet to a 1/2" iron rod previously set on the east line of said 12' wide alley for the southeast corner hereof and for the southwest corner of said 0.759 acre tract, being the northwest corner of a Southwestern Bell Telephone Company tract called 0.745 acre (241/331, D.R.W.C.,Tx.), a Southwestern Bell concrete monument found bears South 03 degrees 54 minutes West, 1.5 feet;

THENCE, South 74 degrees 40 minutes 39 seconds West, 6.00 feet to a 1/2" iron rod set in said alley for the lower southwest corner hereof and for the southeast corner of a portion of said alley surveyed this date to contain 137 sq. ft.;

THENCE in said alley, as follows:
North 16 degrees 09 minutes 10 seconds West, 22.85 feet to a 1/2" iron rod set for an interior corner hereof and for the northeast corner of said 137 sq. ft. tract; and
South 74 degrees 35 minutes 26 seconds West, 6.00 feet to a 1/2" iron rod previously set on the west line of said alley and for the southeast corner of a Brenham Wholesale Grocery Co., Inc., 0.466 acre tract (1556/132, O.R.W.C.,Tx.), being the northwest corner of said 137 sq. ft. tract and the northeast corner of a Susan Crawford tract called 0.37 acre (1653/332, O.R.W.C.,Tx.);

THENCE along the west line of said alley, North 16 degrees 09 minutes 10 seconds West, 114.92 feet to a 1/2" iron rod previously set on the west line of said alley at its intersection with the south margin of West First Street for the northeast corner of said 0.466 acre tract, being the northwest corner hereof;

THENCE along the south margin of West First Street, North 73 degrees 38 minutes 30 seconds East, 12.00 feet to the PLACE OF BEGINNING and containing 1,517 Square Feet of land, more or less.

Prepared in conjunction with a separate survey plat.
Iron rods set are fitted with plastic cap stamped Lampe Surveying.
Bearings are based on the Texas Coordinate System of 1983-Central Zone, as obtained by GPS observations.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this description accurately represents the results of an on the ground survey made under my direction.

Dated this the 24th day of January, 2019.

Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc

3088-19
3088BWG.10

LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS
Texas Licensed Surveying Firm No. 10040700
P. O. Box 2037 - 1408 West Main Street
Brenham, Texas 77833
(979) 836-6677 - Fax (979) 836-1177

3088-19

THE STATE OF TEXAS

SURVEYOR'S DESCRIPTION

SUSAN CRAWFORD

COUNTY OF WASHINGTON

137 SQUARE FEET

All that certain tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas in the A. Harrington Survey, A-55, being part of a 12' wide alley in Block 6 of Hurt's Addition to the City of Brenham, Texas, and being bounded on the west by a Susan Crawford tract called 0.37 acre, deed recorded in Volume1653, Page 332, Official Records of Washington County, Texas, (1653/332, O.R.W.C.,Tx.), and being more fully described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2" iron rod previously set on the west line of said alley for the southeast corner of a Brenham Wholesale Grocery Company, Inc 0.466 acre tract (1556/132, O.R.W.C.,Tx.), being the northeast corner of the Susan Crawford tract (1653/332, O.R.W.C.,Tx.) and the northwest corner of this tract, and being South 16 degrees 09 minutes 10 seconds East, 114.92 feet from a 1/2" iron rod previously set on the south margin of West First Street for the northeast corner of said 0.466 acre tract and for the northwest corner of said 12' wide alley and of the 1,517 sq. ft. tract of said alley surveyed this date;

THENCE through said alley, as follows:
North 74 degrees 35 minutes 26 seconds East, 6.00 feet to a 1/2" iron rod set for the northeast corner hereof and for an interior corner of said 1,517 sq. ft. tract;
South 16 degrees 09 minutes 10 seconds East, 22.85 feet to a 1/2" iron rod set for the southeast corner hereof and for the lower southwest corner of said 1,517 sq. ft. tract; and
South 74 degrees 40 minutes 39 seconds West, 6.00 feet to a 1/2" iron rod set on the west line of said alley for the southwest corner hereof, being on the east line of said Crawford tract;

THENCE along the west line of said alley, common with the east line of said Crawford tract, North 16 degrees 09 minutes 10 seconds West, 22.84 feet to the PLACE OF BEGINNING and containing 137 Square Feet of land, more or less.

Prepared in conjunction with a separate survey plat.
Iron rods set are fitted with plastic cap stamped Lampe Surveying.
Bearings are based on the Texas Coordinate System of 1983-Central Zone, as obtained by GPS observations.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this description accurately represents the results of an on the ground survey made under my direction.

Dated this the 24th day of January, 2019.

Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc

3088-19
3088BWG10C

December 21, 2018

ATTN: City Manager, City of Brenham, Texas, USA

From: Adam Griffin
Brenham Wholesale Grocery Company, Inc.
602 W First St
Brenham, TX 77833

RE: Request for abandonment of old alley

Dear Mr. Fisher

It has come to our attention that a piece of property that we own at the southeast corner of West First St and Jackson St has a 12' alley running through the middle of two tracts we own. We use these two tracts very heavily six days out of the week for employee parking and delivery truck storage.

This letter is a formal request to have the City Council consider an official abandonment of the alley with the entirety of it to remain included in our property (see attached survey).

Thank you for your consideration. Please feel free to reach out to me for any additional information that could be used to assist in your decision. I can be reached at 979-251-0507.

Warmest Regards,

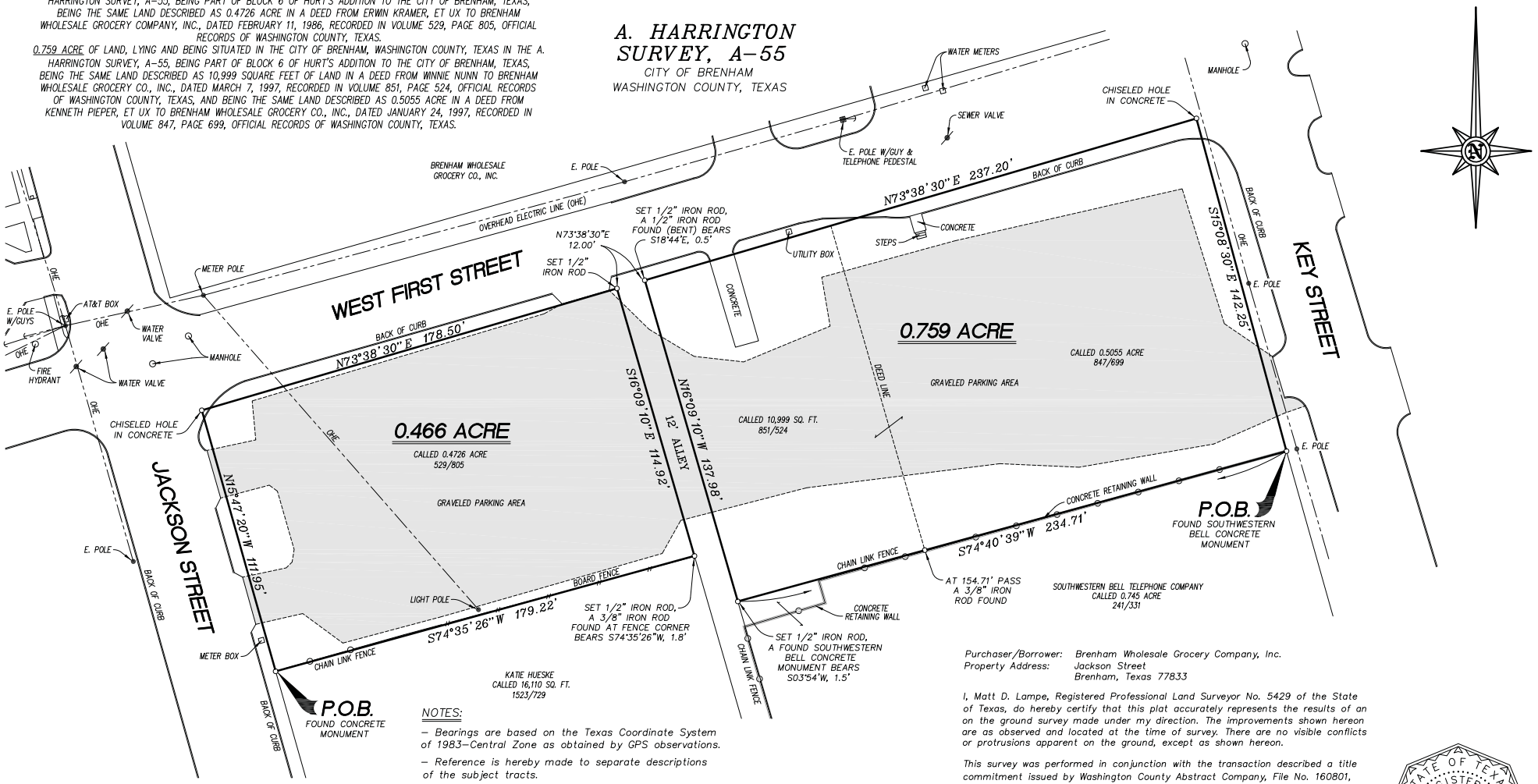
Adam Griffin

SURVEY PLAT OF

0.466 ACRE OF LAND, LYING AND BEING SITUATED IN THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS IN THE A. HARRINGTON SURVEY, A–55, BEING PART OF BLOCK 6 OF HURT'S ADDITION TO THE CITY OF BRENHAM, TEXAS, BEING THE SAME LAND DESCRIBED AS 0.4726 ACRE IN A DEED FROM ERWIN KRAMER, ET UX TO BRENHAM WHOLESALE GROCERY COMPANY, INC., DATED FEBRUARY 11, 1986, RECORDED IN VOLUME 529, PAGE 805, OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS.

0.759 ACRE OF LAND, LYING AND BEING SITUATED IN THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS IN THE A. HARRINGTON SURVEY, A–55, BEING PART OF BLOCK 6 OF HURT'S ADDITION TO THE CITY OF BRENHAM, TEXAS, BEING THE SAME LAND DESCRIBED AS 10,999 SQUARE FEET OF LAND IN A DEED FROM WINNIE NUNN TO BRENHAM WHOLESALE GROCERY CO., INC., DATED MARCH 7, 1997, RECORDED IN VOLUME 851, PAGE 524, OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED AS 0.5055 ACRE IN A DEED FROM KENNETH PIEPER, ET UX TO BRENHAM WHOLESALE GROCERY CO., INC., DATED JANUARY 24, 1997, RECORDED IN VOLUME 847, PAGE 699, OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS.

40 0 40 80 120
GRAPHIC SCALE – FEET



Purchaser/Borrower: Brenham Wholesale Grocery Company, Inc.
Property Address: Jackson Street
Brenham, Texas 77833

NOTES:

– Bearings are based on the Texas Coordinate System of 1983–Central Zone as obtained by GPS observations.

– Reference is hereby made to separate descriptions of the subject tracts.

– Iron rods set are fitted with a plastic cap stamped Lampe Surveying.

– According to Flood Insurance Rate Map (F.I.R.M.), compiled by the Federal Emergency Management Agency, Map No. 48477C0295C, Washington County, Texas, effective date of August 16, 2011, the subject property does not lie within the Special Flood Hazard Area.

—o—o— = Chain Link Fence

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this plat accurately represents the results of an on the ground survey made under my direction. The improvements shown hereon are as observed and located at the time of survey. There are no visible conflicts or protrusions apparent on the ground, except as shown hereon.

This survey was performed in conjunction with the transaction described a title commitment issued by Washington County Abstract Company, File No. 160801, effective date of August 5, 2016.
USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK, AND THE UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

Dated this the 21st day of September, 2016.

Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc

STATE OF TEXAS REGISTERED MATT D. LAMPE 5429 PROFESSIONAL LAND SURVEYOR

LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS
1408 WEST MAIN STREET
P. O. BOX 2037
BRENHAM, TEXAS 77834
(979) 836–6677 * FAX (979) 836–1177
TEXAS LICENSED SURVEYING FIRM NO. 10040700

W.O. 3088 3088S5.DWG 3088BWG.CGC

January 9, 2019

ATTN: City Manager, City of Brenham, Texas, USA

From: Richard and Susan Crawford
505 S Jackson St
Brenham, TX 77833

RE: Request for abandonment of old alley

Dear Mr. Fisher

It has come to our attention that a piece of property that we own at 505 S Jackson St has an old alley that runs along the back of our property.

This letter is a formal request to have the City Council consider an official abandonment of the alley with the entirety of it to remain included in our property.

Thank you for your consideration. Please feel free to reach out to me for any additional information that could be used to assist in your decision. I can be reached at 832-656-7593.

Warmest Regards,

Susan Crawford

AGENDA ITEM 12

DATE OF MEETING: February 21, 2019	**DATE SUBMITTED:** February 15, 2019
DEPT. OF ORIGIN: Public Works	**SUBMITTED BY:** Dane Rau

MEETING TYPE:	**CLASSIFICATION:**	**ORDINANCE:**
☒ **REGULAR**	☐ **PUBLIC HEARING**	☐ **1ST READING**
☐ **SPECIAL**	☐ **CONSENT**	☐ **2ND READING**
☐ **EXECUTIVE SESSION**	☒ **REGULAR**	☐ **RESOLUTION**
	☐ **WORK SESSION**	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Rejection of Bids Related to City of Brenham Project No. 2018-04 Related to the 2018 Louanna Estates Subdivision Drainage Improvements and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY: Bids for this project were opened on February 12, 2019 by City of Brenham staff and Strand Associates representatives. Due to errors related to the bid quantities, which were not caught by all bidders, Strand along with the City of Brenham will reject bids.

These errors were caught by Strand Associates after the bid and it was determined that not all bidders were made aware of the quantity changes by the bid date. With this happening, it would be best that bids be rejected and this project be looked at closer to decide whether to re-bid or go in a different direction.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Bids will now be public record

B. CONS: May have to re-bid if we move forward with project and also will push project farther down pertaining to timeline.

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: None

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve the rejection of bids related to City of Brenham Project No. 2018-04 Related to the 2018 Louanna Estates Subdivision Drainage Improvements and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

AGENDA ITEM 13

DATE OF MEETING: February 21, 2019	**DATE SUBMITTED:** February 15, 2019
DEPT. OF ORIGIN: Public Works	**SUBMITTED BY:** Dane Rau

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING
☐ SPECIAL	☐ CONSENT	☐ 2ND READING
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION
	☐ WORK SESSION	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a One Year Contract Extension, in Accordance with Bid No. 18-007, for Mowing and Cleanup Services for Various City Departments and Authorize the Mayor to Execute any Necessary Documentation

SUMMARY: On March 8, 2018, City Council awarded the annual Mowing and Cleanup Services contract to Gene's Services. During the initial bid in 2018, there were4 bids received related to this contract.

This bid contained 21 locations around the city that consists of open park property, medians, vacant city owned lots, municipal facilities, and code enforcement mowing options. An addendum of two additional areas were added in May of 2018 related to the vacant lot on Prairie Lea St and the additional elevated platform on Hwy 290 and FM 389. The contract was for one year with the option to renew if both parties agreed for an additional year, totaling up to 3 years.

Based on the 2018 bid recap Gene's Services submitted the lowest bid. One year has since passed and Gene's Services along with the City of Brenham would like to extend the contract at the same prices that were agreed upon in the initial term. Gene Patrick has done an outstanding job over the last year and the many years before this bid. Genes Services has been willing to work with the city on additions or deletions as they have come up. He also provides a quality service and meets all of our specification regarding the contract.

Staff is recommending that council extend the contract for an additional year to Gene's Services in the amounts shown on the bid recap per mowing cycle. This will be the first renewal of the 2018 bid.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Very competitive bid in 2018 and great service and work

B. CONS: None

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Bid Information Sheet; and (2) 2018 Addendum
FUNDING SOURCE (Where Applicable): Numerous departments
RECOMMENDED ACTION: Approve a one year contract extension, in accordance with Bid No. 18-007, with Gene's Services for mowing and cleanup services for various city departments, at the same price as bid in 2018, and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

MOWING, GROUNDS MAINTENANCE & CLEANUP SERVICES-IFB #18-007

BID RECAP

PARKS DEPARTMENT	APPROX. # OF MOWINGS	PLM TEXAS		COLTON RHODES		PREMIERSCAPE SERVICES LLC		GENE'S SERVICES	
		UNIT PRICE PER OCCURRENCE	TOTAL COST	UNIT PRICE PER OCCURRENCE	TOTAL COST	UNIT PRICE PER OCCURRENCE	TOTAL COST	UNIT PRICE PER OCCURRENCE	TOTAL COST
1 Becker Dr. & Stonehollow-Median	32	15.00	480.00	35.00	1,120.00	27.75	888.00	10.00	320.00
2 1800 Blk of Longwood Dr.-Median	32	15.00	480.00	30.00	960.00	4.75	152.00	10.00	320.00
3 1800 Longwood Dr.-Police Bldg. Yard	32	85.00	2,720.00	250.00	8,000.00	168.90	5,404.80	62.50	2,000.00
4 Hwy 290 & FM 389-290 Right-of Way-Landscape Area	12	95.00	1,140.00	375.00	4,500.00	76.91	922.92	65.00	780.00
5 S. Market St. & E. Stone St.-Median	32	15.00	480.00	55.00	1,760.00	41.95	1,342.40	15.00	480.00
6 1710 E. Tom Green-Boys & Girls Club Yard	32	40.00	1,280.00	300.00	9,600.00	147.60	4,723.20	55.00	1,760.00
7 1800 E. Tom Green-Blue Bell Aquatic Center Yard	32	120.00	3,840.00	450.00	14,400.00	179.13	5,732.16	130.00	4,160.00
8. W. Main & MLK Pkwy.-Median	32	15.00	480.00	20.00	640.00	3.60	115.20	8.00	256.00
9. MLK Pkwy./W. Jefferson-Median	32	30.00	960.00	60.00	1,920.00	154.00	4,928.00	35.00	1,120.00
10 900 E. Alamo St.-Jerry Wilson Park	32	85.00	2,720.00	225.00	7,200.00	280.00	8,960.00	65.00	2,080.00
11. Main & E. Alamo-Median	32	15.00	480.00	50.00	1,600.00	16.17	517.44	15.00	480.00
12 1804 Longwood Dr-Animal Shelter/Pet Adoption Ctr.	32	50.00	1,600.00	145.00	4,640.00	143.60	4,595.20	62.50	2,000.00
13 1308 Old Independence Rd.-Linda Anderson Park (Exclude ball fields)	32	325.00	10,400.00	1,825.00	58,400.00	717.56	22,961.92	300.00	9,600.00
14 404 N. Chappell Hill St.-Vacant Lot	32	25.00	800.00	42.00	1,344.00	44.71	1,430.72	10.00	320.00
15. 101 N. Chappell Hill St.-Fire Dept. Yard	32	35.00	1,120.00	180.00	5,760.00	145.45	4,654.40	55.00	1,760.00
16. 200 Blk of W. Vulcan (Vulcan & Baylor)-Parking Lot Area	32	20.00	640.00	75.00	2,400.00	31.02	992.64	15.00	480.00
17. W. Main & Alamo-Medians									
a. 100 St. Joseph & 1000 Main View	32	10.00	320.00	25.00	800.00	28.88	924.16	10.00	320.00
b. 900 W. Alamo & 200 Heights Circle	32	10.00	320.00	40.00	1,280.00	19.38	620.16	10.00	320.00
c. W. Main & E. Alamo	32	10.00	320.00	40.00	1,280.00	11.31	361.92	10.00	320.00
18. 700 MLK Pkwy.-Hattie Mae Flowers Park	32	200.00	6,400.00	630.00	20,160.00	290.97	9,311.04	175.00	5,600.00
21. 1800 E. Tom Green-Jackson St. Park	32	525.00	16,800.00	1,579.68	50,549.76	854.64	27,348.48	560.00	17,920.00
SUBTOTAL			53,780.00		198,313.76		106,886.76		52,396.00
19.-20. 100 MLK Pkwy-Library and Serenity Park									
a. Landscape Service	22	45.00	990.00	315.00	6,930.00	315.00	6,930.00	97.50	2,145.00
b. Re-mulch	2	720.00	1,440.00	745.00	1,490.00	745.00	1,490.00	325.00	650.00
SUBTOTAL			2,430.00		8,420.00		8,420.00		2,795.00
GRAND TOTAL			56,210.00		206,733.76		115,306.76		55,191.00

CODE VIOLATION PROPERTIES	PLM TEXAS		COLTON RHODES		PREMIERSCAPE SERVICES LLC		GENE'S SERVICES	
	UNIT PRICE PER OCCURRENCE	TOTAL COST	UNIT PRICE PER OCCURRENCE	TOTAL COST	UNIT PRICE PER OCCURRENCE	TOTAL COST	UNIT PRICE PER OCCURRENCE	TOTAL COST
1. Mowing/trimming/weed eating of standard vacant residential lot, price on a per lot basis. Includes mowing, trimming/weed eating of alley or easement to midline of said alley or easement.	45.00	UNKNOWN	40.00-80.00	UNKNOWN	44.00	UNKNOWN	40.00	UNKNOWN
2. Same as above, except with a house on the standard lot, priced on a per lot basis. Includes mowing, trimming/ weed eating of alley or easement to the midline of said alley or easement.	35.00	UNKNOWN	40.00-80.00	UNKNOWN	52.00	UNKNOWN	35.00	UNKNOWN
3. Mowing, trimming of property in excess of one (1) acre (42,560 sq. ft.), priced on a per acre basis.	35.00	UNKNOWN	155.00	UNKNOWN	145.57	UNKNOWN	25.00	UNKNOWN
4. Mowing, trimming/weed eating of an alley or easement to the midline of said alley or easement.	35.00	UNKNOWN	20.00-85.00	UNKNOWN	52.00	UNKNOWN	25.00	UNKNOWN
5. Hauling of trash, debris and rubbish, priced per load (6'x16'x4" utility trailer)and to include vehicle, machinery and disposal cost. Dumping fee at landfill requires submission of ticket for reimbursement.	100.00	UNKNOWN	200.00-375.00	UNKNOWN	165.00	UNKNOWN	75.00	UNKNOWN
6. Cutting of any over-hanging tree limbs, bushes, or any other vegetation that is considered an encroachment. Priced on per worker per hour basis.	15.00	UNKNOWN	85.00-135.00/hr	UNKNOWN	35.00	UNKNOWN	15.00	UNKNOWN
7. Repair of residential/commercial fences. Priced per hour for (2) workers.	30.00	UNKNOWN	85.00-135.00/hr	UNKNOWN	85.00	UNKNOWN	30.00	UNKNOWN
8. Removal of residential fences. Priced per worker per hour.	15.00	UNKNOWN	85.00-135.00/hr	UNKNOWN	35.00	UNKNOWN	15.00	UNKNOWN
9. Abatement or treatment (with a mosquito larvicide) of stagnant water. Priced per worker per hour.	35.00	UNKNOWN	85.00-135.00/hr	UNKNOWN	65.00	UNKNOWN	18.00	UNKNOWN
10. Covering of open wells or cisterns in a secure manner, or the filling of open wells or cisterns with earth or other appropriate matter to the ground surface level. Priced per worker per hour.	35.00	UNKNOWN	85.00-135.00/hr	UNKNOWN	65.00	UNKNOWN	18.00	UNKNOWN

CITY OF BRENHAM, TEXAS

IFB No. 18-007

Mowing, Grounds Maintenance and Cleanup Services

Addendum No. 3

The purpose of this addendum is to add mowing locations to the Contract as awarded for this bid. Awarded Vendor must sign and return to sparker@cityofbrenham.org.

1. The original bid document for this Contract states:

   "Quantities indicated in this bid are estimated and are not to be construed as a firm dollar obligation to the City. The amounts or services ordered may be greater or less than the estimated quantity."

2. The City of Brenham, as of the commencement date shown herein, and for the duration of the Contract unless changed by further Addenda, adds the following service locations per specifications, unit price per mow/maintenance cycle and at approximate quantities:

No.	Location/Description	Unit Price	Qty	Extended Price
4a.	Hwy 290 & FM 389-290 Right–of-way Landscape Area Right of Bridge	$55.00	12	$660.00
22.	1000 Blk or Prairie Lea St. – Vacant Lot	$85.00	18	$1,530.00

3. All other terms, conditions, and existing pricing of the contract shall remain in effect.

4. Maps of the added locations are attached.

AGENDA ITEM 14

DATE OF MEETING: February 21, 2019	**DATE SUBMITTED:** February 15, 2019
DEPT. OF ORIGIN: Public Works	**SUBMITTED BY:** Dane Rau

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING
☐ SPECIAL	☐ CONSENT	☐ 2ND READING
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION
	☐ WORK SESSION	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a One Year Contract Extension, in Accordance with Bid No. 17-005, for the Purchase of Refuse Bags for the Sanitation Department and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY: On March 2, 2017 bids were opened for the purchase of refuse bags for the Sanitation Department. There were 10 bids received at this time.

Evaluation of all bids and the sample bags submitted resulted in Staff's recommendation to award the refuse bags on a "Best Value" basis. Examination of the sample bags for the lowest bids revealed deficiencies in size, thickness and general durability that would not meet the City's needs. The next lowest bid for each item was found to meet specifications in all respects.

Houston Poly was the low bidder on the 14,000 refuse bags at $5.97/roll and provides the best value and product to the City of Brenham. We have used Houston Poly in the past and they have provided a very durable bag that meets our minimum bid standards and has proven to hold up to the conditions in which we use them. In the contract we have the option to renew for an additional year if both parties agree. Houston Poly has indicated that they would honor the price of $5.97 per roll for 2019 as they bid in 2017. We feel that this is a fair price based on the stability of the past bids over the last several years (2015, $6.70) (2014, $6.52) (2013, $7.10) (2012, $6.95). We would like to extend the contract and purchase from Houston Poly as we did last year rather than re-bid. We have budgeted $91,000 in the 2018-19 budget for this purchase and these amounts fall under the budget by $7,420. These bags are given away to our residential customers in January and July. They are also sold at two locations being City Hall and the Citizens Collection Station Refuse bags are considered inventory items in which we disperse throughout the year not hitting budget all at once.

We respectfully ask council to approve the extension for an additional year for the purchase of refuse bags from Houston Poly in the amount of $5.97 per roll.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): **A. PROS:** Great bag, same price as last year and saves city time on re-bidding **B. CONS:**
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) 2017 Bid Tabulation
FUNDING SOURCE (Where Applicable): 106-5-142-219.00
RECOMMENDED ACTION: Approve a one year contract extension, in accordance with Bid No. 17-005, for the purchase of 14,000 refuse bags from Houston Poly Bag in the amount of $5.97/roll for the Sanitation Department and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

Bid Information Sheet

February 21, 2017

IFB No. 17-005

For: Contract for Garbage Bags/Bin Liners

Not to exceed budgeted funds.

Number of completed bids returned to Purchasing: 6

CONTRACT FOR GARBAGE BAGS										
IFB NO 17-005										
Item	Central Poly	Unipak	Waste Zero	Houston Poly Bag	BMC Supply	Interboro A	Interboro B	Interboro C	Interboro D	Interboro E
Item 1										
Trash Bags										
Unit Price	$6.60	$7.30	$6.90	$5.97	No Bid	$7.82	$7.24	$6.24	$5.34	$5.34
Ext. Price	$92,400.00	$102,200.00	$96,600.00	**$83,580.00**		$109,480.00	$101,360.00	$87,360.00	$74,760.00	$74,760.00
Item 2										
Bin Liners										
Unit Price	$21.40	$21.80	No Bid	$20.69	$20.50	$25.48	$23.34	$20.34	$18.82	$16.82
Ext. Price	$5,350.00	$5,450.00		$5,172.50	**$5,125.00**	$6,370.00	$5,835.00	$5,085.00	$4,705.00	$4,205.00
Item 3										
Pallet Chg	$18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

AGENDA ITEM 15

DATE OF MEETING: February 21, 2019	**DATE SUBMITTED:** February 15, 2019
DEPT. OF ORIGIN: Development Services	**SUBMITTED BY:** Stephanie Doland

MEETING TYPE:	**CLASSIFICATION:**	**ORDINANCE:**
☒ **REGULAR**	☐ **PUBLIC HEARING**	☒ **1ST READING**
☐ **SPECIAL**	☐ **CONSENT**	☐ **2ND READING**
☐ **EXECUTIVE SESSION**	☒ **REGULAR**	☐ **RESOLUTION**
	☐ **WORK SESSION**	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A: Zoning, Part 1, Sec. 5.02 Definitions, to Redefine Accessory Building or Use, Garage Apartment and Establish a New Definition for Accessory Dwelling Units (ADU); to Amend Part 2, Division 1, Section 10 – Accessory Structures and Uses to Establish Standards Related to the Development of Such Uses; to Amend Part 2, Division 1, Section 17 – Height and Area Exceptions of General Applicability; and Part 2, Division 2 – Zoning District Regulations, to Allow Accessory Dwelling Units by Specific Use Permit in the R-1, R-2, and R-3 Zoning Districts and By-Right in the B-1 Zoning District. (Case No. P-18-025)

SUMMARY STATEMENT: This is a request initiated by Mary Thornhill to amend the zoning ordinance to allow accessory dwelling units (ADUs) uses within various residential zoning districts and to establish use specific standards for such uses. On February 7, 2019 the City Council held a Public Hearing and considered a similar item. No citizen comments were made during the public hearing. During the regular agenda item Council directed staff to conduct additional research on the topic and the item was tabled for future consideration at the February 21st, 2019 Council Meeting.

Staff proposes two revisions to the original proposed ordinance which clarifies the intent of the ADU discussions:

- Section 2 – added "single-family" to the proposed ADU definition to read as follows:
  Accessory Dwelling Unit (ADU): A room or suite of rooms or secondary <u>single-family</u> dwelling unit within an accessory structure that is clearly incidental to a principal use, excluding two-family and multifamily dwellings and is permitted only in conjunction with the main structure. A guest house, mother-in-law quarters or garage apartment are examples of accessory dwelling units.

- Section 3 – added "located to the side or rear of the primary structure" to read as follows:
  One (1) on-site parking space, <u>located to the side or rear of the primary structure</u>, shall be provided for the ADU in addition to the required parking for the principal structure.

A more detailed and comprehensive analysis of the proposed amendment as recommended by staff and the Planning and Zoning Commission is provided in the attached Staff Report. A summary of the discussion concerning ADUs and the request by Mary Thornhill is included below.

In August 2018 City Staff met with Ms. Thornhill of 311 East Main Street. Ms. Thornhill wishes to construct an ADU on her property and requested the City to consider an amendment to allow ADUs in Brenham. Ms. Thornhill submitted a proposed text amendment which included defining ADUs and allowing said use by-right in the R-1, Residential District.

City staff researched the proposed text amendment and recommends a revised text amendment. The proposed amendment includes:

- Revise the definition of Accessory Building or Use;
- Adopt a definition of Accessory Dwelling Unit;
- Revise the definition of Garage Apartment;
- Delete the definition of Servants' Quarters;
- Revise use-specific standards for Accessory Structures and Uses;
- Adopt use-specific standards for ADUs;
- Allow ADUs by Specific Use Permit in R-1, R-2, and R-3; and,
- Allow ADUs by-right in B-1.

During the Public Hearing portion of the Planning and Zoning Commission one person spoke in favor of the proposed text amendment, specifically in favor of the proposed use-specific standards.

On Monday, January 28, 2019, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the proposed text amendment with the following conditions:

- That all detached accessory structures in residential districts shall be located in the rear yard (which is to the rear of a lot line connecting the midpoints of the two (2) opposite side lot lines) and shall have a side and rear yard of not less than (5) feet; and
- To remove height restrictions pertaining to Accessory Dwelling Units.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): Staff recommends amending, Appendix A – Zoning of the Brenham Code of Ordinances to refine language related to Accessory Structures and Uses, adopt a definition for Accessory Dwelling Units and establish use specific standards for such uses.

A. PROS:

- Approving the proposed amendment will eliminate inconsistencies in the Zoning Ordinance pertaining to the definition, use, location, and regulation of garage apartments and accessory structures and uses.
- Defining "Accessory Dwelling Unit" will make it possible to regulate the development of this type of housing through the proposed use-specific standards.
- Approving the proposed amendment will allow Accessory Dwelling Units with prior approval of a Specific Use Permit in residential zoning districts and by-right in the B-1, Local Business Mixed District.
- Allowing "Accessory Dwelling Units" with prior approval of a Specific Use Permit in residential zoning districts will allow the City to apply standards intended to encourage neighborhood compatibility and preserve established Brenham neighborhoods.

B. CONS:

- Approval of the proposed amendment may increase the number of Specific Use Permit cases considered by the Planning and Zoning Commission and City Council.

ALTERNATIVES (In Suggested Order of Staff Preference):

1. Approve the proposed amendment, as recommended by City Staff;
2. Approve the proposed amendment, as recommended by the Planning and Zoning Commission;
3. Deny the proposed text amendment.

ATTACHMENTS: (1) Draft Ordinance as Recommended by Staff; and (2) Staff Report

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve an Ordinance on Its First Reading Amending Appendix A: Zoning, Part 1, Sec. 5.02 Definitions, to Redefine Accessory Building or Use, Garage Apartment and Establish a New Definition for Accessory Dwelling Units (ADU); to Amend Part 2, Division 1, Section 10 – Accessory Structures and Uses to Establish Standards Related to the Development of Such Uses; to Amend Part 2, Division 1, Section 17 – Height and Area Exceptions of General Applicability; and Part 2, Division 2 – Zoning District Regulations, to Allow Accessory Dwelling Units by Specific Use Permit in the R-1, R-2, and R-3 Zoning Districts and By-Right in the B-1 Zoning District.

APPROVALS: James Fisher

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A – "ZONING" OF THE CODE OF ORDINANCES BY PROVIDING FOR THE AMENDMENT OF PART I, SECTION 5.02, DEFINITIONS TO REDEFINE "ACCESSORY BUILDING OR USE" AND "GARAGE APARTMENT," AND TO ADD A DEFINITION FOR "ACCESSORY DWELLING UNIT (ADU)"; PROVIDING FOR THE AMENDMENT OF PART 2, DIVISION 1, SECTION 10 – ACCESSORY STRUCTURES AND USES TO ESTABLISH STANDARDS RELATED TO THE DEVELOPMENT OF SUCH USES; PROVIDING FOR THE AMENDMENT OF PART 2 DIVISION 1, SECTION 17 – HEIGHT AND AREA EXCEPTIONS OF GENERAL APPLICABILITY, AND PART 2 DIVISION 2 – ZONING DISTRICT REGULATIONS, TO ALLOW ACCESSORY DWELLING UNITS BY SPECIFIC USE PERMIT IN THE R-1 (RESIDENTIAL), R-2 (MIXED RESIDENTIAL), AND R-3 (MANUFACTURED HOME RESIDENTIAL) ZONING DISTRICTS AND AS A PERMITTED USE BY RIGHT IN THE B-1 (LOCAL BUSINESS/RESIDENTIAL MIXED USE) ZONING DISTRICT.

WHEREAS, the City of Brenham has requested 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, these amendments were recommended for approval by the City of Brenham Planning & Zoning Commission in its final report during its regular meeting January 28, 2019; and

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT APPENDIX A – "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1.

That Appendix A – "Zoning" of the Code of Ordnances of the City of Brenham, Texas Part I, Section 5.02, Definitions, is hereby amended by removing all numbering and removing the existing definition for "Servants' quarters" (116).

SECTION 2.

That Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part I, Section 5.02, Definitions, is hereby amended by adding or revising the following definitions to read as follows:

Accessory Structure or Use: A subordinate structure located on the same lot as the main structure or a portion of the main structure, where the use of such structure is incidental and subordinate to the principal use.

Accessory Dwelling Unit (ADU): A room or suite of rooms or secondary single-family dwelling unit within an accessory structure that is clearly incidental to a principal use, excluding two-family and multifamily dwellings and is permitted only in conjunction with the main structure. A guesthouse, mother-in-law quarters or garage apartment are examples of accessory dwelling units.

Garage, apartment: See "Accessory dwelling unit (ADU)".

SECTION 3.

That Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 1, Section 10, Accessory Uses and Structures, is hereby amended to read as follows:

(Sec.10.01) Authorization. Accessory structures and uses are permitted in any zoning district in connection with any principal use lawfully existing within such district, provided that all accessory structures or uses shall meet the development regulations for the zoning district in which the structure or use is located.

(Sec.10.02) Accessory structures, location and regulation:

(1) All detached accessory structures in any residential district shall be located in the rear yard (which is to the rear of a lot line connecting the midpoints of the two (2) opposite side lot lines) and shall have a side and rear yard of not less than five (5) feet.

(2) No accessory structure or use shall exceed the height of the principal structure to which it is an accessory. Notwithstanding the provisions of this section an amateur radio tower designed in conformance with FCC regulations shall be permitted as an accessory use to a maximum height of sixty (60) feet.

(3) All accessory structures or uses shall be subordinate to and supportive of the principal use and structure.

(4) Additional standards pertaining to Accessory Dwelling Units (ADUs):
   a) Should the primary use be a single-family dwelling, the property owner's primary residence shall be the single-family dwelling or accessory dwelling unit.
   b) An ADU must be designed and constructed keeping with the general architecture and building material of the principal structure.
   c) An attached ADU shall be subject to the regulations affecting the principal structure. A detached ADU shall have side yards of not less than the required side yard for the principal structure and rear yards of not less than ten (10) feet.
   d) One (1) on-site parking space, located to the side or rear of the primary structure, shall be provided for the ADU in addition to the required parking for the principal structure.
   e) The maximum habitable area of an ADU is limited to either one-half (1/2) of the habitable area of the principal structure, or one thousand (1000) square feet, whichever is smaller.
   f) ADUs shall not be a HUD-code manufactured home or mobile home.

SECTION 4.

That Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 1, Section 17, Height and Area Exceptions of General Applicability, (Sec. 17.03) Side yards, is hereby amended to read as follows:

(17.03) Side Yards:

(1) On a reverse frontage interior or corner lot, the width of the yard along the side street shall not be less than any required front yard on the same side of such street between intersecting streets; provided, however, that the buildable width of a lot of record shall not be reduced to less than thirty (30) feet.

(2) For the purpose of side yard regulations, a two-family dwelling or multifamily dwelling shall be considered as one building occupying one lot.

(3) Where a lot of record at the time of the effective date of this sec. 17.03 is less than fifty (50) feet in width the required side yard may be reduced to provide a minimum buildable width of thirty (30) feet, provided, however, that no side yard shall be less than five (5) feet.

(4) The area required in a yard shall be open to the sky, unobstructed except for the ordinary projections of window sills, belt courses, cornices or other ornamental features.

(5) A roof overhang, an open fire escape or an outside stairway may project not more than three (3) feet into a required side yard, but no closer than three (3) feet to a property line.

(Sec. 17.04) Reserved.

SECTION 5.

That Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 1 – R-1, Residential District, is hereby amended by removing subsection 1.02(3)(c).

SECTION 6.

That Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 1 – R-1, Residential District, (Sec. 1.03) Specific uses, is hereby amended to read as follows:

(1.03) Specific Uses:

(1) Accessory Dwelling Unit.

(2) Churches and related auxiliary uses, including educational or philanthropic uses.

(3) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement.

(4) Private and accredited elementary and secondary schools.

(5) Farms, nurseries or truck gardens, limited to the propagation and cultivation of plants, provided no retail or wholesale business is conducted on the premises, and provided further that no poultry or livestock other than normal household pets shall be housed within one hundred (100) feet of any property line.

SECTION 7.

That Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 2 – R-2, Mixed Residential District, (Sec. 2.02) Permitted uses and (Sec. 2.03) Specific uses are hereby amended to read as follows:

(2.02) Permitted Uses:

(1) Any permitted use in district "R-1."

(2) Cluster housing in accordance with cluster housing development provisions of the subdivision ordinance of the City of Brenham.

(3) Group residential uses as provided by state law, such as "family homes."

(4) Multifamily dwellings, including dormitories for students and fraternity or sorority houses, on sites of less than two (2) acres.

(5) Two-family dwellings or duplexes, but not including mobile homes or manufactured homes.

(6) Single-family attached dwellings, (townhouses) in accordance with townhouse development provisions of the subdivision ordinance of the City of Brenham.

(7) Zero lot line housing development, in accordance with zero lot line development provisions of the Subdivision Ordinance of the City of Brenham.

(8) Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, but not involving the conduct of a retail business.

(Sec. 2.03) Specific uses:

(1) Accessory Dwelling Unit.

(2) Bed and breakfast house.

(3) Churches and related auxiliary uses, including educational or philanthropic uses.

(4) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement.

(5) Multifamily development, including dormitories for students and fraternity or sorority houses, that meets the standard density requirements for the R-2 District, and that is proposed for a development site of two (2) acres or more.

(6) Private and accredited elementary and secondary schools.

(7) Retirement villages with site areas of two (2) acres or more.

SECTION 8.

That Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 2.1 – R-3, Manufactured Home Residential, (Sec. 2.1.03) Specific uses, is hereby amended to read as follows:

(2.1.03) Specific Uses:

(1) Accessory Dwelling Unit.

(2) Bed and breakfast house.

(3) Churches and related auxiliary uses including educational and philanthropic uses.

(4) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement.

(5) Multifamily development, including dormitories for students and fraternity and sorority houses that meet the standard density requirement for the R-3 District and that is proposed for a development site of two (2) acres or more.

(6) Private and accredited elementary and secondary schools.

(7) Retirement villages with sites of two (2) acres or more.

SECTION 9.

That Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 3 – B-1, Local Business/Residential Mixed Use, (Sec. 3.02) Permitted uses, is hereby amended to read as follows:

(Sec. 3.02) Permitted uses:

(Residential uses)

(1) Accessory Dwelling Units.

(2) Any permitted use in R-2.

(3) Bed and breakfast house.

(4) Boarding and lodging houses.

(5) Multifamily development, including dormitories for students and fraternity or sorority houses on a development site of two (2) acres or more.

SECTION 10.

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

PASSED and **APPROVED** on its first reading this the __ day of ____, 2019.

PASSED and **APPROVED** on its second reading this the __ day of ____, 2019.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

City of Brenham
City Council
Staff Report
February 7, 2019

CASE NUMBER P-18-025
TEXT AMENDMENT – Accessory Dwelling Units (ADU's)

REQUEST:

The applicant, Mary Thornhill, is requesting the City of Brenham consider an amendment to Brenham's Code of Ordinances, Appendix A: Zoning, Part II, Division 2, Section 1.02 Permitted Uses – to allow accessory dwelling units (ADU) as a permitted use in the R-1, R-2, and B-1 Zoning Districts and to define accessory dwelling unit (ADU) in Appendix A, Part I, Section 5.02.

BACKGROUND:

In August of 2018, staff met with Ms. Thornhill to discuss the construction of an accessory dwelling unit on her property at 311 E Main Street currently zoned B-1, Local Business Mixed Use District. At that time it was identified that the current zoning ordinance allows garage apartments by-right but does not allow accessory dwelling units to be constructed that are not attached a garage.

Staff provided Ms. Thornhill with the option of applying for a zoning text amendment which would allow the applicant to request the ordinance be amended to include the use of accessory dwelling units. On October 30th, 2018 Ms. Thornhill submitted a zoning text amendment application asking staff to bring forward an amendment to allow accessory dwelling units within different zoning districts. The request was originally scheduled for consideration during the November 26th, 2018 Planning and Zoning Commission meeting and with the applicants' approval was rescheduled for consideration during the January 28th, 2019 meeting.

APPLICANT REQUESTED AMENDMENTS:

Part I, (Sec. 5.02) - Definitions

(2)* *Accessory Dwelling Unit (ADU):* An ADU is a room or suite of rooms that is an accessory building for a single-family dwelling that is designed, built, rented, or let for occupancy as a home or a place of residence by a family or individual occupying the single-family dwelling unit to which it is an accessory building.

Part II, Division 2, (Sec. 1.02) – Permitted uses

(d.) Accessory dwelling unit (ADU).

*Addition of a definition would require renumbering of subsequent definitions in Appendix A of the zoning ordinance.

PLANNING AND ZONING COMMISSION RECOMMENDED AMENDMENTS:

During the Planning and Zoning Commission meeting on January 28th, 2019, the Commission unanimously voted to recommend approval of the proposed text amendment, as presented by staff, with the exception that no height restrictions be established.

The currently adopted Brenham Zoning Ordinance includes the following height restrictions language:

> *No accessory structure or use shall exceed the height of the principal structure to which it is accessory or the height of an existing accessory structure or use on property immediately adjacent thereto. Whichever of the two is the greater height shall control the maximum allowable height of the subject accessory structure. Notwithstanding the provisions of this section an amateur radio tower designed in conformance with FCC regulations shall be permitted as an accessory use to a maximum height of sixty (60) feet.*

The Staff recommendation includes the following height restrictions language:

> *No accessory structure or use shall exceed the height of the principal structure to which it is an accessory. Notwithstanding the provisions of this section an amateur radio tower designed in conformance with FCC regulations shall be permitted as an accessory use to a maximum height of sixty (60) feet.*

In summary, staff reviewed the existing Zoning Ordinance and determined that maintaining the restriction that no accessory structure or use could exceed the height of the principal structure was a favorable practice that would help preserve neighborhood integrity.

The Planning and Zoning Commission expressed that accessory dwelling units (ADUs), specifically garage apartments, in most cases exceed the height of the primary structure if the primary structure were a single-story home and the ADU were a two-story garage apartment. With their motion, the Commission stated in this particular situation an ADU exceeding the height of the primary structure was not harmful and should be permitted. Therefore, if Council were interested in upholding the Commission's recommendation two options exist:

1. Approve the proposed text amendment with the complete removal of height restrictions on accessory structures and uses (including ADUs and garage apartments); or
2. Approve the proposed text amendment with the provision that accessory dwelling units attached to a garage may exceed the height of the principal structure if the principal structure is a single-story dwelling.

STAFF ANALYSIS AND FINDINGS:

The City of Brenham currently allows accessory structures and garage apartments by-right in the R-2, R-3, and B-1 zoning districts. A garage with living space or servants' quarters is allowed by-right in R-1, R-2, R-3, and B-1 zoning districts. Such uses are currently subject to certain restrictions based on if the accessory structure is attached or detached to the main dwelling. Attached accessory structures, such as a carport structure, are subject to the same setback standards as the main dwelling unit. Detached accessory structures are subject to the following:

- Be located in the rear of the lot
- Be 3-feet from any side interior property line, alley or easement
- Be 5-feet from any rear interior property line
- Be 10-feet from the main building if larger than 100 square feet
- Adhere to the required side yard requirements for the principal building and rear yards of not less than ten feet that have living space
- Adhere to impervious coverage requirements (55% maximum)

The aforementioned development standards concerning garage apartments and accessory dwelling uses are referenced and cross referenced in four locations throughout the zoning ordinance. While considering the requested text amendment, staff identified a need to amend the ordinance such that all standards relating to the same land use type be referenced in a more concise manner for clarity and enforcement purposes. A more detailed analysis of the proposed housekeeping amendments are detailed below.

As stated by the applicant in the application, the current language is uncommon, limiting, and outdated. While garage apartments are currently permitted by-right with development requirements, accessory dwelling units that are not attached to a garage are not currently permitted by-right or by specific use permit in the City of Brenham. In simpler terms, in order to obtain a building permit for an accessory dwelling unit in Brenham, the unit is required to be attached to a garage.

Staff finds that an amendment to the zoning ordinance to allow ADU's could be favorable to the community. Accessory dwelling units are commonly viewed as beneficial to communities and neighborhoods for many reasons, including:

- Provide a wider variety of housing options
- Allow a more efficient use of existing infrastructure
- Offer additional housing units at a lower cost of development
- Offer young adults and aging populations ability to live near family with added privacy
- Provide homeowners extra income

Accessory dwelling units can be beneficial to the community, tenants, and landlords alike, however factors such as size, location, parking, appearance, and compatibility should be considered. Some best practices adopted by other jurisdictions include adopting specific use standards related to:

- Architectural design
- Additional parking requirements
- Size restrictions (by square feet or bedroom)
- Owner occupancy
- Maximum unit occupancy
- Number of units per lot and/or impervious coverage restrictions
- Location of unit in relation to main dwelling unit and/or lot lines (setbacks)
- Water and sewer connections

PROPOSED AMENDMENTS (as supported by Staff):

Staff recommends **approval** of an amendment to the zoning ordinance to define and conditionally allow the use of ADU's (based on zoning district) with the establishment of additional use-specific standards.

Approval of a Specific Use Permit is an existing procedure which identifies uses which may be appropriate within a given zoning district, but due to their location, function or operation, could have a potentially harmful impact on adjacent properties. Staff suggests allowing ADUs in residential zoning districts (R-1, R-2, and R-3) with prior approval of a Specific Use Permit. Specific Use Permits are considered by the Planning and Zoning Commission and City Council. Additionally, staff recommends allowing ADUs by-right in the B-1 Local Business/Residential Mixed Use District.

The following amendments are proposed to the definitions portion of the Zoning ordinance:

- Revise accessory building to:
    - *Accessory Structure or Use*: A subordinate structure located on the same lot as the main structure or a portion of the main structure, where the use of such structure is incidental and subordinate to the principal use.

- Establish accessory dwelling unit (ADU):
    - *Accessory Dwelling Unit*: A room or suite of rooms or secondary single-family dwelling unit within an accessory structure that is clearly incidental to a principal use, excluding two-family and multifamily dwellings and is permitted only in conjunction with the main structure. A guest house, mother-in-law quarters or garage apartment are examples of accessory dwelling units.
- Revise garage apartment to:
    - *Garage Apartment*: See "accessory dwelling unit (ADU)".
- Remove Servants' Quarters:
    - ~~*Servants' Quarters: A servants' quarters is an accessory building or portion of a main building located on the same lot as the principal building, occupied by such persons and their families as are employed full time in the home by the occupants of the principle residence.*~~

The following amendments are proposed to adopt use-specific standards for accessory dwelling units and structures:

(1) All detached accessory structures in any residential district shall be located in the rear yard (which is to the rear of a lot line connecting the midpoints of the two (2) opposite side lot lines) and shall have a side and rear yard of not less than five (5) feet.

(2) No accessory structure or use shall exceed the height of the principal structure to which it is an accessory. Notwithstanding the provisions of this section an amateur radio tower designed in conformance with FCC regulations shall be permitted as an accessory use to a maximum height of sixty (60) feet.

(3) All accessory structures or uses shall be subordinate to and supportive of the primary use and structure.

(4) Additional standards pertaining to Accessory Dwelling Units (ADUs):

a) Should the primary use be a single-family dwelling, the property owner's primary residence shall be the single-family dwelling or accessory dwelling unit.

b) An ADU must be designed and constructed keeping with the general architecture and building material of the principal structure.

c) An attached ADU shall be subject to the regulations affecting the principal structure. A detached ADU shall have side yards of not less than the required side yard for the principal structure and rear yards of not less than ten feet.

d) One (1) on-site parking space, located to the side or rear of the primary structure, shall be provided for the ADU in addition to the required parking for the principal structure.

e) The maximum habitable area of an ADU is limited to either one half (1/2) of the habitable area of the principal structure, or one thousand (1,000) square feet, whichever is smaller.

f) ADUs shall not be a HUD-Code manufactured home or mobile home.

PUBLIC COMMENTS:

The Notice of Public Hearing was originally published in the paper on November 15, 2018 for the November 26th Planning and Zoning Commission meeting. Due to the item being postponed for later consideration, an additional Notice of Public Hearing was republished on January 17th, 2019 for the January 28th, 2019 Planning and Zoning Commission meeting. Since the public notices were published, staff has received a citizen request for more information about the proposed amendments. Upon providing additional information the citizen stated that they were also interested in building an ADU and expressed support to adopt standards to allow ADUs.

During the Public Hearing portion of the Planning and Zoning Commission one person spoke in favor of the proposed text amendment, specifically in favor of the proposed use-specific standards.

STAFF RECOMMENDATION:

Staff recommends **approval** of the proposed text amendments as presented to the Planning and Zoning Commission on January 28, 2019, which includes height limitations on accessory structures and uses, and an ordinance to:

- Revise the existing definition and development standards concerning garage apartments;
- Adopt a definition for accessory dwelling unit (ADU);
- Delete the definition of servants' quarters;
- Establish use-specific standards for the construction of an accessory dwelling unit (ADU); and
- Allow ADU's by-specific use permit in the R-1, R-2, and R-3 districts, and by-right in the B-1 district.

AGENDA ITEM 16

DATE OF MEETING: February 21, 2019	**DATE SUBMITTED:** February 13, 2019
DEPT. OF ORIGIN: Central Fleet	**SUBMITTED BY:** Kyle Branham

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING
☐ SPECIAL	☐ CONSENT	☐ 2ND READING
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION
	☐ WORK SESSION	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of a Backhoe and Mini Excavator for Central Fleet using Sourcewell Cooperative Contract Number 032515-JDC and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: During the budget process, Council approved the purchase of a new backhoe and mini excavator in Central Fleet. These two items will be available for rent by all department through the program. The Backhoe will replace unit 313 a 2002 model and unit 262 a 1998 model both of which continue to have maintenance issues due to wear and age. These two units will be sold via Govdeals. The new mini excavator will possibly replace unit 267, which is a 2006 model.

Both units combined had a budget of $144,000 and is coming in at $143,888.18. These units will be purchased from RDO Equipment Co. using a Sourcewell (Formerly known as National Joint Power Alliance) Cooperative contract through John Deere.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Replace older unreliable units, lower continued maintenance cost, increase productivity and decrease downtime, increase revenue for central fleet, $112.00 under approved budget amount.

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Quote No. 1052533 and photo; and Quote No. 1067017 and photo

FUNDING SOURCE (Where Applicable): General Fund Department 100 Central Fleet

RECOMMENDED ACTION: Approve the purchase of a backhoe and mini excavator from RDO Equipment Co., in the amount of $143,888.18, for Central Fleet using Sourcewell Cooperative Number 032515-JDC and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

Investment Proposal (Quote)

RDO Equipment Co.
16415 N IH-35
Pflugerville TX, 78660
Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:
CITY OF BRENHAM
ATTEN: ACCTS PAYABLE
PO BOX 1059
BRENHAM, TX, 778341059
Washington

Investment Proposal Date:	1/29/2019
Pricing Valid Until:	2/28/2019
Deal Number:	1052533
Customer Account#:	7200027
Sales Professional:	Aaron Schaefer
Phone:	(512) 272-4141
Fax:	(512) 272-9365
Email:	ASchaefer@rdoequipment.com

Comments

4x4, cab, ext hoe, radio, 24" pin on

Equipment Information

Quantity	Serial Number / Stock Number	Hours (approx.)	Status / Year / Make / Model / Additional Items	Cash Price
1	TBD TBD	0	New 2019 JOHN DEERE 310HL	$173,996.00
			Customer Discount Sourcewell - 47% off list	($81,778.12)
			Freight In Factory Freight	$2,200.00
			Prep / Reconditioning PDI	$1,193.00
			Freight Out to Brenham	$500.00
			Other SOURCEWELL FEE 1%	$0.00
			Warranty -John Deere Comprehensive-60 Months, 3000 Hours,Deductible: 200, Exp Date: 12/30/2023	$3,525.00
			Equipment Subtotal:	**$99,635.88**

Purchase Order Totals

Balance:	$99,635.88
Tax Rate 3: (TXEG 0%)	$0.00
Sales Tax Total:	$0.00
Sub Total:	$99,635.88
Cash with Order:	$0.00
Balance Due:	**$99,635.88**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2019 JOHN DEERE 310HL	0A80T 310SL HL BACKHOE LDR 1065 ENGINE FT4 170C JDLINK 5YR TEMP LICENSE 50HR 2035 CAB STANDARD 2401 DECAL & PACKET ENGLISH 3065 AXLE MFWD 4WD LIMITED SLIP 4464 TIRE GAL 19.5L24 12.5/80-18 5285 CONTROL PILOT 5400 COUPLER LESS 5656 BUCKET 24" HD 7.5 CU FT 6020 DIPPER EXTENDABLE 6220 HYD REAR AUX 1WAY FLOW 7080 LDR 1 LEVER HYD W/INT AUX 7685 LDR BKT 1.3CY MULTI P BKT92" 8425 COUNTERWEIGHT 450LB. 8635 BATTERY SINGLE W/JUMP POST 9116 ROOF W/LED LIGHTS 9210 CONSOLE W/CUP HOLDER - LEFT 9505 GUARD FULL MFWD 9917 RADIO BASIC PACKAGE 9920 MIRRORS EXTERIOR REAR VIEW 2 9965 SEAT CLOTH AIR SUSPENSION

310L
EERE

Investment Proposal (Quote)

JOHN DEERE

RDO Equipment Co.
16415 N IH-35
Pflugerville TX, 78660
Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:
CITY OF BRENHAM
ATTEN: ACCTS PAYABLE
PO BOX 1059
BRENHAM, TX, 778341059
Washington

Investment Proposal Date:	1/29/2019
Pricing Valid Until:	2/28/2019
Deal Number:	1067017
Customer Account#:	7200027
Sales Professional:	Aaron Schaefer
Phone:	(512) 272-4141
Fax:	(512) 272-9365
Email:	ASchaefer@rdoequipment.com

Equipment Information

Quantity	Serial Number / Stock Number	Hours (approx.)	Status / Year / Make / Model / Additional Items	Cash Price
1	TBD TBD	0	New 2018 JOHN DEERE 35G	$51,500.00
			Other Sourcewell - 30% off list	($15,450.00)
			Freight In factory freight	$1,150.00
			Prep / Reconditioning PDI	$828.00
			Freight Out to Brenham	$475.00
			After Sales Labor THUMB INSTALL	$1,000.00
			Warranty -John Deere Comprehensive-60 Months, 3000 Hours,Deductible: 200, Exp Date: 1/28/2024	$825.00
1	TBD TBD	0	Attachment - New 2019 Paladin Brands 35THUMB	$1,905.95
1	TBD TBD	0	Attachment - New 2019 JRB 35WRCPLR	$551.27
1	TBD TBD	0	Attachment - New 2019 JRB 35WR18	$485.45
1	TBD TBD	0	Attachment - New 2019 JRB 35WR24	$551.40
1	TBD TBD	0	Attachment - New 2019 JRB 35WR12	$430.23
			Equipment Subtotal:	**$44,252.30**

Purchase Order Totals

Balance:	$44,252.30
Tax Rate 3: (TXEG 0%)	$0.00
Sales Tax Total:	$0.00
Sub Total:	$44,252.30
Cash with Order:	$0.00
Balance Due:	**$44,252.30**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2018 JOHN DEERE 35G	0050FF 35G COMPACT EXCAVATOR 3125 300MM RUBBER TRACK 4145 SUSPENSION SEAT/VINYL 7110 4'4" (1.32M) STANDARD ARM 8150 CANOPY
1	TBD	2019 Paladin Brands 35THUMB	005HT custom main pin thumb
1	TBD	2019 JRB 35WRCPLR	CQ2027M5035 WR CPLR for 35G
1	TBD	2019 JRB 35WR18	03HQ018 18" WR for 35G
1	TBD	2019 JRB 35WR24	03HQ024 24" WR for 35G
1	TBD	2019 JRB 35WR12	03HQ012 12" WR for 35G

DEERE
35G

AGENDA ITEM 17

DATE OF MEETING: February 21, 2019 **DEPT. OF ORIGIN:** Development Services	**DATE SUBMITTED:** February 11, 2019 **SUBMITTED BY:** Kim Hodde

MEETING TYPE:	**CLASSIFICATION:**	**ORDINANCE:**
☒ **REGULAR**	☐ **PUBLIC HEARING**	☐ **1ST READING**
☐ **SPECIAL**	☐ **CONSENT**	☐ **2ND READING**
☐ **EXECUTIVE SESSION**	☒ **REGULAR**	☐ **RESOLUTION**
	☐ **WORK SESSION**	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Ground-Space Lease Agreement with Mark T. and Elaine Denson for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: Al Miller sold his hangar to Mark T. and Elaine Denson; therefore, a new lease agreement needs to be executed with Mr. and Mrs. Denson. Execution of this new lease agreement will terminate the previous lease agreement with Mr. Al Miller. The lease agreement is the City's standard ground-space lease for $0.08 cents per square foot and the lease rate may increase up to $0.02 per square foot in a five-year period as the prevailing rates change.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Letter from Al Miller; and (2) Ground Space Lease Agreement for 3313 Aviation Way

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve a Ground-Space Lease Agreement with Mark T. and Elaine Denson for hangar space at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

Alvin S. Miller

January 4, 2019

City of Brenham
P.O. Box 1056
Brenham, Texas 77834
Attn: Ms. Kim Hodde, Airport Coordinator

Re: 3313 Aviation Way, Brenham, Texas 77833

Dear Ms. Hodde:

I have sold the Leasehold Hanger located at the above referenced address. The hangar was sold on January 4, 2019 to:

Mr. Mark T. Denson
and
Ms. Elaine Denson
2512 Gun and Rod Road
Brenham, Texas 77833
Phone: 979-204-6846
e-mail: densoncattle@gmail.com

Please terminate my current lease with the City of Brenham for this property.

Thank your for your consideration and prompt attention,

Sincerely,

Alvin S. Miller

cc: Mark T. Denson

2303 Century Circle
Brenham, Texas 77833
Phone: 979.277.4896 e-mail: conwines@sbcglobal.net

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH MARK T. AND ELAINE DENSON

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement, made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and Mark T. and Elaine Denson, hereinafter called "Lessee":

WITNESSETH:

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

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

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

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

B. TERM.

The term of said lease is for a period of thirty (30) years commencing January 5, 2019, and terminating January 4, 2049. The rent for the first year shall be eight ($.08) cents per square foot per year for 8,800 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five ($5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two ($.02) cents per square foot in a five (5) year period.

C. ACCESS.

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

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

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

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

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

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

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

F. PROHIBITED USES.

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

1. Auto rental service.

2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.

3. Sales of alcoholic beverages at the leased premises, except with City approval.

4. Sales, advertisement or storage of non-aviation products.

5. Storage, transfer, or sale of fuel.

6. Any sublease which allows further sublease by Lessee's tenant

7. Any use prohibited by law.

G. EXPIRATION.

Upon the expiration of this Lease,

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

2. The City may enter into a new lease agreement for the lease area.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days notice by Lessor to Lessee of said default,

2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or

3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

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

J. MORTGAGE OF LEASEHOLD INTEREST.

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

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

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

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

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

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

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

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

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

C. TRASH, GARBAGE, LANDSCAPING.

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

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

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

D. SIGNS.

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

E. UTILITIES.

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

F. FIELD USE CHARGES.

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

G. PAYMENTS DUE.

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

H. COMPLIANCE WITH RULES.

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

I. NONDISCRIMATION/FEDERALLY REQUIRED ASSURANCES.

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

J. FAA AND OTHER APPROVAL OF USE.

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

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

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.

2. City shall maintain and keep in good repair the landing area of the Airport, and shall have the right to direct and control all activities of the Lessee in this regard.

3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

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

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.

2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.

3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND N0/100 ($1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.

4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.

5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.

6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.

7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 2019.

CITY OF BRENHAM (LESSOR)

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

ATTEST:

_____
Jeana Bellinger, City Secretary

MARK T. & ELAINE DENSON (LESSEE)

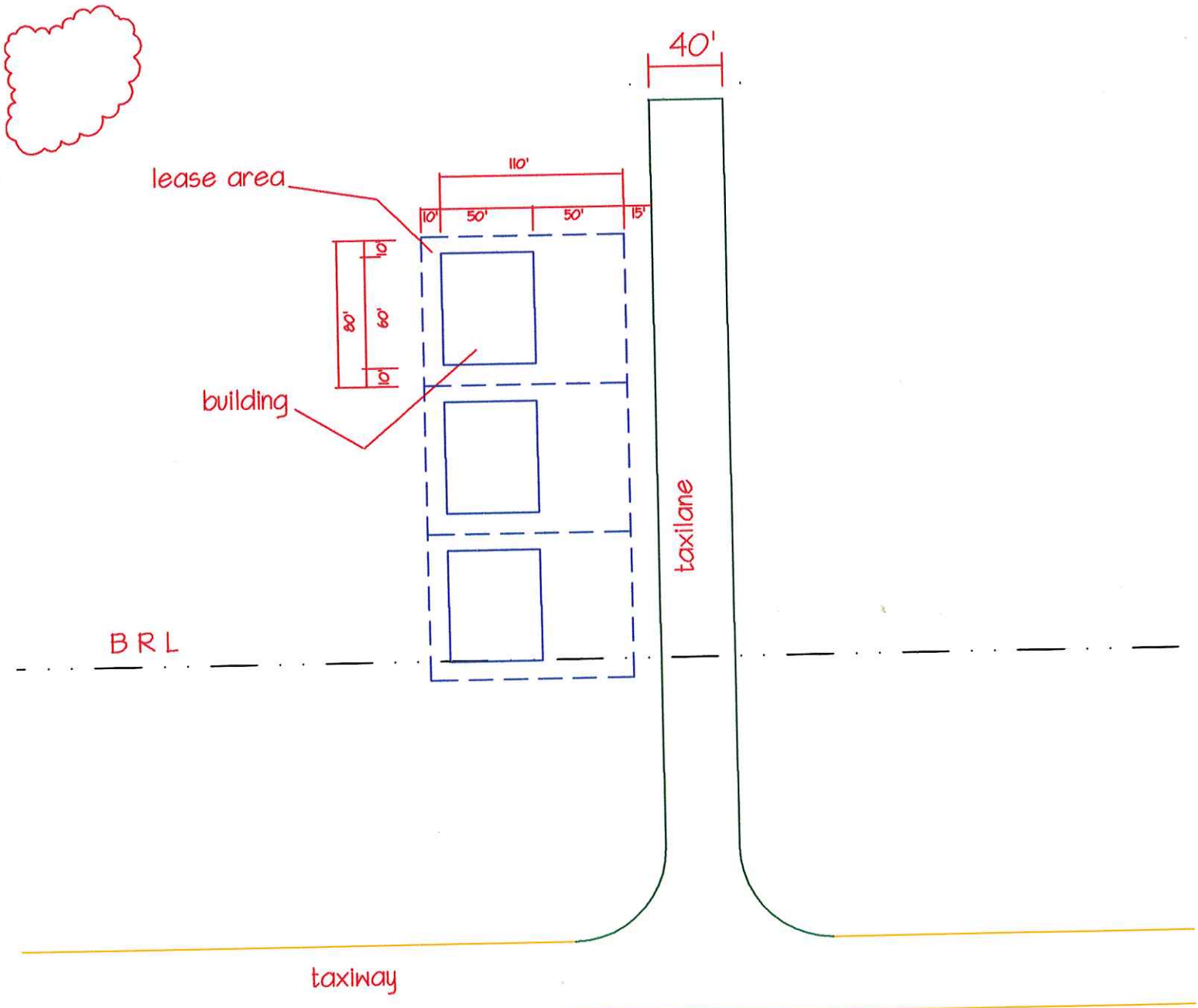
_____
Mark T. Denson

_____
Elaine Denson
2512 Gun & Rod Road
Brenham, Texas 77833

Date signed by Lessee: _____

3313 Aviation Way

EXHIBIT "A"



AGENDA ITEM 18

DATE OF MEETING: February 21, 2019	**DATE SUBMITTED:** February 13, 2019
DEPT. OF ORIGIN: Development Services	**SUBMITTED BY:** Kim Hodde

MEETING TYPE:	**CLASSIFICATION:**	**ORDINANCE:**
☒ **REGULAR**	☐ **PUBLIC HEARING**	☐ **1ST READING**
☐ **SPECIAL**	☐ **CONSENT**	☐ **2ND READING**
☐ **EXECUTIVE SESSION**	☒ **REGULAR**	☐ **RESOLUTION**
	☐ **WORK SESSION**	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Ground Space Lease Agreement with Aviators Plus, LLC (Brent Nedbalek) for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: A.J. Foyt sold his hangar located at 2901 Aviation Way to Aviators Plus (Brent Nedbalek); therefore, a new lease agreement should be executed with Mr. Nedbalek. Execution of this new lease agreement will terminate the previous lease agreement with Mr. Foyt. The lease agreement is the City's standard ground-space lease for $0.08 cents per square foot and the lease rate may increase up to $0.02 per square foot in a five-year period as the prevailing rates change.

Mr. Foyt's original lease agreement was for 12,000 square feet. However, improvements have been made over the years that are not within the existing lease area so this new lease area remedies this situation as well as meets Mr. Nedbalek's request for an expanded lease area. The Airport Advisory Board approved this expanded lease area (45,846 square feet) at their meeting on 2-12-19.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Bill of Sale/Termination request from A.J. Foyt ; and (2) Ground Space Lease Agreement for 2901 Aviation Way

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve a Ground Space Lease Agreement with Aviators Plus, LLC (Brent Nedbalek) for hangar space at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

AIRCRAFT HANGAR
BILL OF SALE

This sale agreement is made by and between (Seller) AJ FOYT, JR of AJ FOYT Enterprises Waller, TX, and (Buyer) BRENT NEBRALEK of Brenham Texas.

With the signing of this sale agreement and the Buyer transferring the total purchase price of $ 10 + OVC to the Seller, the Seller hereby sells and forever transfers the ownership of the aircraft hangar described below, to the Buyer.

Description of the aircraft hangar being sold:

Make: Steel Model: 100x80 Serial #: _____

Airport location name: Brenham Municipal Airport Site # 2901 Aviation Way

Seller represents and warrants that it has full and good title to the described aircraft hangar, full authority to sell and transfer the same, and that the aircraft hangar being sold is free and clear of all liens, encumbrances, liabilities, and adverse claims, of every nature and description.

Buyer understands that the aircraft hangar is being sold in its present condition "as is" and "where is" and that Seller disclaims any implied warranty of condition or function, or any responsibility thereof.

Authorizing signatures:

Seller	Buyer
AJ FOYT JR (seller's name printed)	BRENT NEBRALEK (buyer's name printed)
10-19-2018 date signed	10-19-2018 date signed

Hangar 2901 Aviation Way Brenham Texas 77833

To the City of Brenham:

Please end my hangar lease agreement at 2901 aviation way Brenham Texas. Execute a new one with Brent Nedbalek.

Thank You,

AJ Foyt 12-19-18

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH AVIATORS PLUS, LLC (2901 AVIATION WAY)

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and AVIATORS PLUS, LLC, through its agent, BRENT NEDBALEK, hereinafter called "Lessee.

WITNESSETH:

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

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

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

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

B. TERM.

The term of said lease is for a period of thirty (30) years commencing January 1, 2019, and terminating December 31, 2048. The rent for the first year shall be eight ($.08) cents per square foot per year for 45,846 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five ($5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two ($.02) cents per square foot in a five (5) year period.

C. ACCESS.

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

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

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

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

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

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

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

F. PROHIBITED USES.

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

1. Auto rental service.

2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.

3. Sales of alcoholic beverages at the leased premises, except with City approval.

4. Sales, advertisement or storage of non-aviation products.

5. Storage, transfer, or sale of fuel.

6. Any sublease which allows further sublease by Lessee's tenant

7. Any use prohibited by law.

G. EXPIRATION.

Upon the expiration of this Lease,

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

2. The City may enter into a new lease agreement for the lease area.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days notice by Lessor to Lessee of said default,

2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or

3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

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

J. MORTGAGE OF LEASEHOLD INTEREST.

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

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

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

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

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

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

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

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

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

C. TRASH, GARBAGE, LANDSCAPING.

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

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

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

D. SIGNS.

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

E. UTILITIES.

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

F. FIELD USE CHARGES.

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

G. PAYMENTS DUE.

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

H. COMPLIANCE WITH RULES.

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

I. NONDISCRIMATION/FEDERALLY REQUIRED ASSURANCES.

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

J. FAA AND OTHER APPROVAL OF USE.

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

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

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.

2. City shall maintain and keep in good repair the landing area of the Airport, and shall have the right to direct and control all activities of the Lessee in this regard.

3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

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

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.

2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.

3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND N0/100 ($1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.

4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.

5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.

6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.

7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 2019.

LESSOR

_____

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

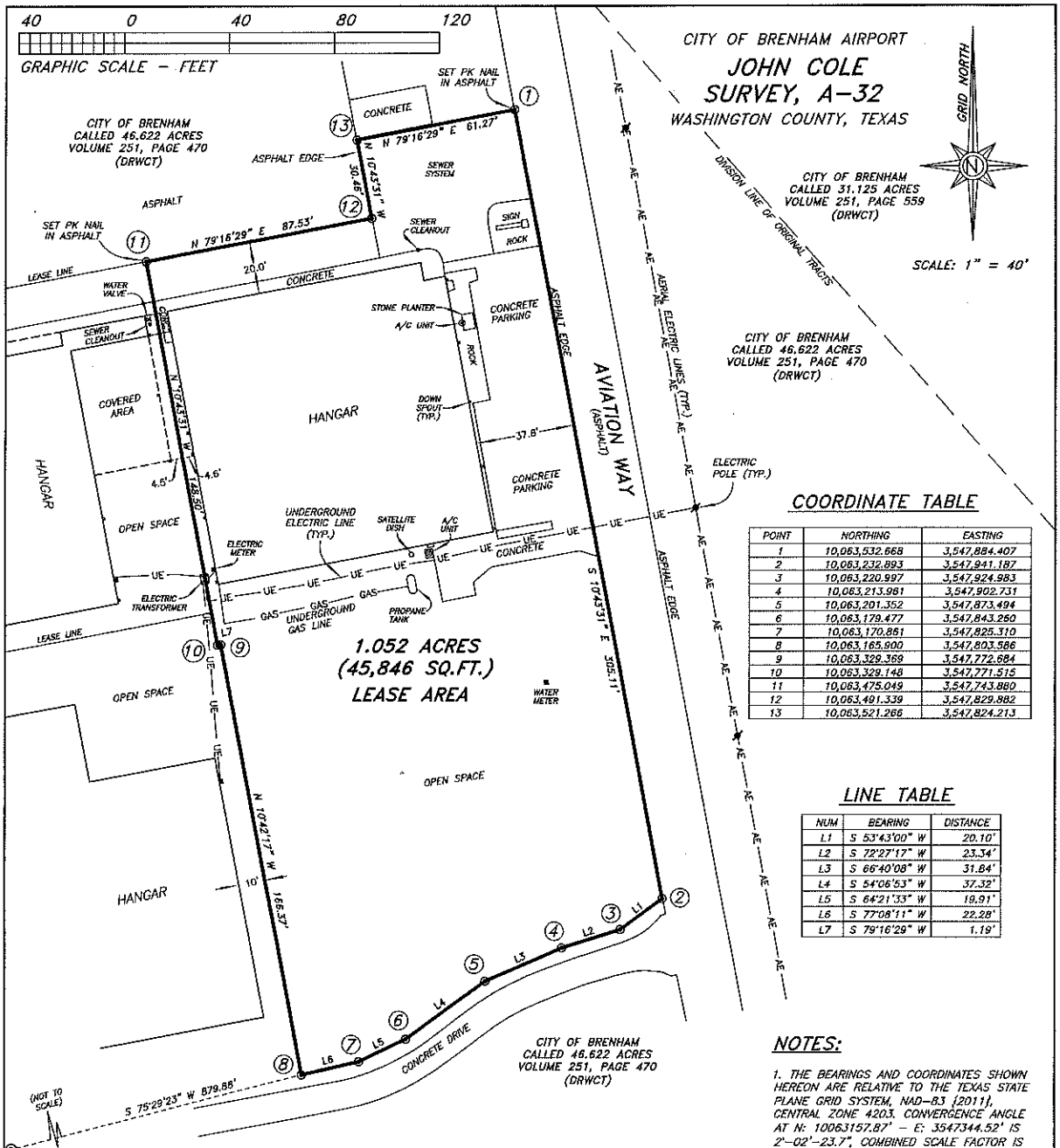
ATTEST:

_____
Jeana Bellinger, City Secretary

LESSEE

_____
Aviators Plus, LLC
Brent Nedbalek
2901 Aviation Way
Brenham, Texas 7783
(979) 777-8916

Date signed by Lessee: _____



COORDINATE TABLE

POINT	NORTHING	EASTING
1	10,063,532.668	3,547,884.407
2	10,063,232.893	3,547,941.187
3	10,063,220.997	3,547,924.983
4	10,063,213.981	3,547,902.731
5	10,063,201.352	3,547,873.494
6	10,063,179.477	3,547,843.260
7	10,063,170.861	3,547,825.310
8	10,063,165.900	3,547,803.586
9	10,063,329.369	3,547,772.684
10	10,063,329.148	3,547,771.515
11	10,063,475.049	3,547,743.880
12	10,063,491.339	3,547,829.882
13	10,063,521.266	3,547,824.213

LINE TABLE

NUM	BEARING	DISTANCE
L1	S 53°43'00" W	20.10'
L2	S 72°27'17" W	23.34'
L3	S 66°40'08" W	31.84'
L4	S 54°06'53" W	37.32'
L5	S 64°21'33" W	19.91'
L6	S 77°08'11" W	22.28'
L7	S 79°16'29" W	1.19'

SURVEY MAP

SHOWING A SURVEY OF 1.052 ACRES OF LAND (45,846 SQ. FT.) LEASE AREA, LYING AND BEING SITUATED IN WASHINGTON COUNTY, TEXAS, PART OF THE JOHN COLE SURVEY, A–32, BEING PART OF THE SAME LAND DESCRIBED AS 46.622 ACRES IN THE DEED FROM RAYMOND JESKE, ET UX TO THE CITY OF BRENHAM, DATED MARCH 6, 1964, AS RECORDED IN VOLUME 251, PAGE 470, IN THE DEED RECORDS OF WASHINGTON COUNTY, TEXAS.

NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS STATE PLANE GRID SYSTEM, NAD–83 (2011), CENTRAL ZONE 4203. CONVERGENCE ANGLE AT N: 10063157.87' – E: 3547344.52' IS 2°–02'–23.7", COMBINED SCALE FACTOR IS 0.99996823, U.S. SURVEY FEET, UTILIZING NATIONAL GEODETIC SURVEY (NGS) MONUMENT BM1073 LOCATED ON THE AIRPORT PROPERTY. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

2. NO PART OF THE SUBJECT PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) AS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, MAP NUMBER 48477C0325C, EFFECTIVE DATE AUGUST 16, 2011, WASHINGTON COUNTY, TEXAS.

3. ◉ – DENOTES A 5/8" IRON ROD SET WITH I.D. CAP STAMPED "HODDE & HODDE LAND SURVEYING" UNLESS OTHERWISE NOTED ON THE PLAT.

4. A CURRENT TITLE COMMITMENT OR REPORT WAS NOT AVAILABLE OR PROVIDED TO THE UNDERSIGNED SURVEYOR AS OF THE DATE OF THIS SURVEY AND THE UNDERSIGNED SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY.

5. (DRWCT) DENOTES DEED RECORDS OF WASHINGTON COUNTY, TEXAS.

CERTIFICATION

THE STATE OF TEXAS

COUNTY OF WASHINGTON

I, JON E. HODDE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5197 OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS MAP SHOWING A SURVEY OF 1.052 ACRES OF LAND (45,846 SQ. FT.) LEASE AREA, IS TRUE AND CORRECT IN ACCORDANCE WITH AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY PERSONAL DIRECTION AND SUPERVISION.

DATED THIS THE 17TH DAY OF JANUARY, 2019, A.D.

STATE OF TEXAS REGISTERED JON E. HODDE 5197 PROFESSIONAL LAND SURVEYOR

JON E. HODDE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5197
HODDE & HODDE LAND SURVEYING, INC.
613 EAST BLUE BELL ROAD
BRENHAM, TEXAS 77833
(979)–836–5681
TEXAS FIRM REGISTRATION NO. 10018800

W.O. NO. 7473 (AVIATORSPLUS7473.DWG/MVIEW)
REF: AVIATORSPLUS7473.SURVEY

Hodde & Hodde Land Surveying, Inc.
Professional Land Surveying
613 E. Blue Bell Road . Brenham, Texas 77833
979-836-5681 . 979-836-5683 (Fax)
www.hoddesurveying.com

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AGENDA ITEM 19

DATE OF MEETING: January 17, 2019	**DATE SUBMITTED:** January 10, 2019
DEPT. OF ORIGIN: Public Utilities	**SUBMITTED BY:** Lowell Ogle

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING
☐ SPECIAL	☐ CONSENT	☐ 2ND READING
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION
	☐ WORK SESSION	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon City of Brenham Project No. 64C-50C Related to FY19 Water Main Replacements and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: This project will replace approximately 11,000 linear feet of existing water main. Areas where mains are to be replaced are Blinn Blvd, W Fifth, W First, Vulcan St., N. Douglas, N Park, N Baylor, and Prairie Lea. Alternate bids were also included for Hudson and Mulberry Street. Replacement of service lines leading up to the meter will also be included. This project will take up to two years complete.

On February 7, 2019, sealed bids for the construction phase were opened by Strand Associates, Inc. and City of Brenham staff for the FY19 Water Main Replacements.

Three bids were received for the rehabilitation project. The low bidder, Barclays Premier Utility Services, LLC is qualified and experienced in this type of work and has been recommended by Strand Associates, Inc.
Barclays bid came in at $1,357,230 and includes bid alternates H and I. The bid included a bid bond for 5% and Addendum No. 1 was acknowledged.

Based on the review of the bid and information Strand Associates received from outside sources, City of Brenham and staff recommends awarding the bid to Barclays Premier Utility Services, LLC.

Base Bid Description	Barclays Premier Utility Svcs	Kieschnick General Contactors	Palasota Contracting, LLC
Total Base Bid A - Blinn/W Fifth	$ 440,360	393,825	434,540
Total Base Bid B - W First	110,595	126,975	126,055
Total Base Bid C - Prairie Lea	143,965	161,200	157,655
Total Base Bid D - Vulcan	138,370	153,650	189,350
Total Base Bid E - N Douglas	23,500	28,200	31,360
Total Base Bid F - N Park	113,335	120,800	122,735
Total Base Bid G - N Baylor	98,360	120,500	128,080
Total Alt Bid H - Hudson St	97,835	109,150	124,155
Total Alt Bid I - Mulberry St	190,910	223,725	171,085
Total Bid Price	**$1,357,230**	**$1,438,025**	**$1,485,015**

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): **A. PROS:** **B. CONS:**
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Strand Associates, Inc. Letter of Recommendation; and (2) Bid Tabulation
FUNDING SOURCE (Where Applicable): Debt
RECOMMENDED ACTION: Award City of Brenham Project No. 64C-50C to Barclays Premier Utility Services, LLC, in the amount of $1,357,230, related to FY19 Water Main Replacements and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

STRAND ASSOCIATES®

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

February 15, 2019

Mr. Lowell Ogle, Jr.
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: FY 2019 Water Main Replacements
City Project No. 64C-50C
Strand Project No. 3900.222
City of Brenham, Texas

Dear Lowell,

Bids for the above-referenced project were opened on February 7, 2019. Three bids were received with the resulting bid tabulation enclosed.

Barclays Premier Utility Services, LLC was the apparent low bidder at $1,357,230, which includes both bid alternates H and I. The bid included a bid bond for 5 percent and Addendum No. 1 was acknowledged.

We reviewed the submitted bid documents and Barclays' references with City of Brenham staff. Based on this review and the information received from outside sources, Strand Associates, Inc.® offers no objection to awarding the contract to Barclays Premier Utility Services for this project.

We are also enclosing Barclays Premier Utility Services' financial documents for your consideration.

Sincerely,

STRAND ASSOCIATES, INC.®

Ryan D. Tinsley, P.E., ENV SP

Enclosures

RDT:mdsR:\BRE\Documents\Specifications\Active\Brenham, City of\3900.222.11-2018.RDT(16) Specification Letters\(a) Resulting Bid Tabulation\021519.docx

Bids Received: 02:00 PM
February 7, 2019

STRAND ASSOCIATES, INC.®
1906 Niebuhr Street
Brenham, TX 77833

FY 2019 WATER MAIN REPLACEMENTS
CONTRACT 11-2018
CITY OF BRENHAM, TEXAS

BID TABULATION SUMMARY

Bidder and Address	Bid Bond	Addenda Acknowledged	Total Base Bid A	Total Base Bid B	Total Base Bid C	Total Base Bid D	Total Base Bid E	Total Base Bid F	Total Base Bid G	Total Alternate Bid H	Total Alternate Bid I	Total Bid Price
Barclays Premier Utility Services 1630 Gault Road Houston, TX 77039	5%	Yes	$438,560 *440,360	$110,595	$143,965	$138,370	$23,500	$113,335	$98,360	$97,835	$190,910	$1,355,430 *$1,357,230
Kieschnick General Contractors 14739 South Dowling Road College Station, TX 77845	5%	Yes	$393,825	$126,975	$161,200	$153,650	$28,200	$120,800	$120,500	$109,150	$223,725	$1,438,025
Palasota Contracting, LLC 13651 Hwy 21 North Zulch, TX 77872	5%	Yes	$434,540	$126,055	$157,655	$189,350	$31,360	$122,735	$128,080	$124,155	$171,085	$1,485,015

*CONTRACTOR'S COMPUTED TOTAL

Reviewed by: _____

STATE OF TEXAS
RYAN DANIEL TINSLEY
132320
LICENSED
PROFESSIONAL ENGINEER

2-15-2019

AGENDA ITEM 20

DATE OF MEETING: February 21, 2019	**DATE SUBMITTED:** February 15, 2019
DEPT. OF ORIGIN: Public Utilities	**SUBMITTED BY:** Lowell Ogle

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING
☐ SPECIAL	☐ CONSENT	☐ 2ND READING
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION
	☐ WORK SESSION	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc for Services Related to the Water Line Extension to New Washington County Road and Bridge Building and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: Attached is an agreement from Strand Associates, Inc. for engineering services related to the water line extension to the new Washington County Road and Bridge building located on State Highway 36 North. This extension will begin near the intersection of TX-36 North and N Park Street and head north approximately 3,840 linear feet.

The services to be provided include, but are not limited to, performing topographic field surveys, review preliminary regulatory permit requirements, distribute bidding documents, attend prebid meeting, attend bid opening, and provide contract administration services including review of contractor's drawing submittals, review of contractor's periodic pay request, and provide record drawings. Total cost of the engineering services is not to exceed $55,000.

This extension is outside of the City Limits and Washington County has agreed to reimburse the City of Brenham for the cost of this extension which including engineering is $393,970.

Staff is recommending that Council approve the Agreement for Engineering Services with Strand Associates, Inc.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Will extend water utilities to the new Washington County Road and Bridge Building.

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Professional Services Agreement; and (2) Engineering Cost

FUNDING SOURCE (Where Applicable): Reimbursed
RECOMMENDED ACTION: Approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc., not to exceed $55,000, for Services Related to the Water Line Extension to New Washington County Road and Bridge Building and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. _____
WATER LINE EXTENSION TO NEW WASHINGTON COUNTY ROAD AND BRIDGE BUILDING

THE STATE OF TEXAS §
§
COUNTY OF WASHINGTON §

THIS AGREEMENT made on the _____ day of _____, 20___, entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Strand Associates, Inc.® ("Engineer").

WITNESSETH:

WHEREAS, the City desires to have Engineer design a water line to serve a new Washington County Road and Bridge Building starting near the intersection of TX-36 North and North Park Street, then heading north approximately 3,840 linear feet, as further described in Part A of Attachment "A" (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide land surveying, project planning, project design, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I
SCOPE OF AGREEMENT

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Services," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

SECTION II
CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to

obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III
OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. The City's use of any work product prepared by the Engineer for purposes other than for the intended project shall be at the City's sole risk and without liability to the Engineer.

SECTION IV
TIME FOR PERFORMANCE

The time for performance of the Scope of Services is 210 calendar days beginning from the execution date of this Agreement. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated and over which Engineer has no control.

SECTION V
COMPLIANCE AND STANDARDS

Engineer agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder and Engineer's performance.

SECTION VI
INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII
ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed $55,000, as identified in Attachment "A."

SECTION VIII
TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX
ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Strand Associates, Inc.®
203 S. Jackson Street
Brenham, TX 77833
Attn: Kelly M. Hajek, P.E. and Ryan D. Tinsley, P.E.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Brenham
200 W. Vulcan Street
Brenham, TX 77833
Attn: City Engineer

SECTION X
LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI
SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer

its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII
MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII
ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the City on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV
CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV
PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City. Non-payment within 45 days of receipt of invoice by the City, may at Engineers option, result in suspension of services upon 5 days written notice to the City. Upon receipt of payment in full Engineer will resume services without liability to City for such suspension.

SECTION XVI
INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII
MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the services covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Washington County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the Mayor of said City and attested by the City Secretary and Strand Associates, Inc.®, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 20___.

ENGINEER:

STRAND ASSOCIATES, INC.®

Matthew S. Richards 11/13/18

Matthew S. Richards Date
Corporate Secretary

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger Date
City Secretary

Milton Y. Tate, Jr. Date
Mayor

ATTACHMENT "A"

PART A–SCOPE OF SERVICES

CITY OF BRENHAM
PROJECT NO. _____
WATER LINE EXTENSION TO NEW WASHINGTON COUNTY ROAD AND BRIDGE BUILDING

Description of Project

Engineer will provide Design Services and Bidding- and Construction-Related Services for the construction of a water main extension starting near the intersection of TX-36 North and North Park Street then heading north approximately 3,840 linear feet to a property owned by Washington County.

A. Design Services

1. Facilitate a project kickoff meeting with the City to review project objectives, schedules, and request information to assist with the design.

2. Perform topographic field survey and prepare background drawings for design services.

3. Develop and submit 50 percent design drawings (alignments and profiles only) and an opinion of probable construction cost (OPCC) for the water main extension to review with City.

4. Develop and submit 90 percent design drawings and a final OPCC for the water main extension to review with City.

5. Review preliminary regulatory permit requirements for the Texas Department of Transportation (TxDOT), United States Army Corps of Engineers (USACE), and Texas Commission on Environmental Quality (TCEQ) and meet with City to review. Prepare and submit TxDOT and TCEQ applications and assist with obtaining the permits.

6. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2013 edition, technical specifications, and engineering drawings.

B. Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to the City for publishing.

2. Attend the prebid meeting, prepare addenda, and answer questions during bidding.

3. Attend bid opening, tabulate and analyze bid results, and assist the City in the award of the Construction Contract.

4. Prepare three sets of Contract Documents for signature.

C. Construction-Related Services

1. Provide contract administration Services including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout. Services are based on a 90-day construction schedule.

2. Provide a resident project representative (RPR) for one hour per day of part-time observation of construction during the anticipated 90-day construction period. In furnishing observation services, Engineer's efforts will be directed toward determining for the City that the completed project will, in general, conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

3. Provide record drawings in electronic format from information compiled from contractor's records. Engineer is providing drafting Services only for record drawings based on the records presented to Engineer by contractor and the City. Engineer will not be liable for the accuracy of the record drawing information provided by contractor and the City.

D. Services Not Provided

1. Hazmat soil testing/evaluation
2. Wetland delineation
3. Flood studies
4. Archeological
5. Land/easement procurement
6. Design revisions after approval
7. Services related to buried waste and contamination
8. Construction staking
9. Geotechnical information (City shall provide)
10. Construction materials testing

PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM
PROJECT NO. _____
WATER LINE EXTENSION TO NEW WASHINGTON COUNTY ROAD AND BRIDGE BUILDING

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this Agreement. If services beyond those specifically identified are determined necessary during the Project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City.

City shall compensate Engineer for Services on an hourly rate basis a fee not to exceed $55,000 allocated as follows:

Service	Estimated Fee
Design Services	$30,000
Bidding-Related Services	$ 7,000
Construction-Related Services	$18,000
Total Not to Exceed	$55,000

SCHEDULE OF CHARGES

Compensation for engineering services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

Engineering Services Classification	Hourly Billing Rates*
Principal Engineer	$280
Senior Project Manager	$210
Project Managers	$165
Project Engineers	$130
Engineering Technicians	$118
Graduate Engineer	$113
NACE Certified Project Representative (Tank Construction)	$ 97
Project Representative	$102
Computer-Aided Design and Drafting (CADD) Operator	$ 91
Administrative	$ 75

* Updated annually on July 1

Compensation for surveying services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

Surveying Services Classification	Hourly Billing Rates*
Registered Professional Land Surveyor	$180
Surveying Technician	$102
Three-Man Field Party	$225
Two-Man Field Party	$161
One-Man Field Party	$102
Global Positioning System (GPS) Equipment	$ 55
Robotic Total Station	$ 35

* Updated annually on July 1

Subcontract costs shall be billed at invoice cost plus 10 percent for handling.

ATTACHMENT "B"

INSURANCE

CITY OF BRENHAM
PROJECT NO. _____
WATER LINE EXTENSION TO NEW WASHINGTON COUNTY ROAD AND BRIDGE BUILDING

SH 36 Water Main to County Building - 12" Diameter				
Description	**Qty**	**Unit**	**Unit Cost**	**Cost**
12-inch C-900 PVC Waterline by Open Cut	3100	LF	$ 55.00	$ 170,500.00
12-inch C-900 PVC Waterline by Bore Under Driveways	250	LF	$ 85.00	$ 21,250.00
12-inch C-900 PVC Waterline by Bore Under Creek in 20-inch Welded Steel Casing	150	LF	$ 260.00	$ 39,000.00
12-inch Gate Valve	3	EA	$ 2,500.00	$ 7,500.00
12-inch Tie-in	1	EA	$ 4,000.00	$ 4,000.00
1-inch Service Connection	5	EA	$ 350.00	$ 1,750.00
2-inch Service Connection	5	EA	$ 750.00	$ 3,750.00
6-inch Service Connection	200	LF	$ 30.00	$ 6,000.00
Fire Hydrant Install	4	EA	$ 4,500.00	$ 18,000.00
Automatic Flush Valve Unit	1	EA	$ 5,000.00	$ 5,000.00
Ductile Iron Fittings	3100	LF	$ 4.00	$ 12,400.00
Traffic Control	1	LS	$ 2,500.00	$ 2,500.00
Restoration and Seeding	3100	LF	$ 1.00	$ 3,100.00
			Construction Subtotal:	$ 294,750.00
			15% Contingency:	$ 44,220.00
			Construction Total:	**$ 338,970.00**
			Engineering - Design & Survey:	$ 30,000.00
			Engineering - Bidding-Related Services:	$ 7,000.00
			Engineering - Construction-Related Services:	$ 10,500.00
			Engineering - Resident Project Representative:	$ 7,500.00
			Engineering Total:	$ 55,000.00
			PROJECT TOTAL:	**$ 393,970.00**