



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JANUARY 17, 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 Goss**
- 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 December 13, 2018 Regular City Council Meeting Pages 1-15

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 Pages 16-18

WORK SESSION

- 5. Discuss and Review the FY2017-18 Fourth Quarter Financial Report Pages 19-34**
- 6. Discussion and Presentation Related to the Amendment of Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham Pages 35-43**

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** **Pages 44-77**
8. **Discuss and Possibly Act Upon Resolution No. R-19-003 Amending the City of Brenham Human Resources Policy Manual** **Pages 78-81**
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** **Pages 82-89**
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** **Pages 90-101**
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)** **Pages 102-107**
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)** **Pages 108-113**
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** **Pages 114-117**
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** **Pages 118-121**
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** **Pages 122-124**
16. **Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Boards and Committees** **Pages 125-132**

17. 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 salutory recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

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** **Page 133**

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** **Page 134**
- 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** **Page 135**

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 January 17, 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 January 14, 2019 at **12:50 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 December 13, 2018 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring
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, Comptroller Stacy Hardy, Human Resources Director Susan Nienstedt, Sara Parker, Debbie Gaffey, Kaci Konieczny, Director of Tourism and Marketing Jennifer Eckermann, Fire Chief Ricky Boeker, Police Chief Allwin Barrow, Dant Lange, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Lori Sanguedolce, Stephanie Doland, Chris Kokemor, Chad Westerfeld, Nancy Stafford, Darlene Konieczny, Lloyd Powell, Stephen Draehn, Shawn Bolenbar, Corda Pattison, Kevin Boggus and Kevin Schmidt

Citizens present:

Dorothy Morgan, Jerry Calvert, Jan Calvert, Margie Routt Young, Stephen Grove, Lloyd Wangl, Darryl Heine, Tiffany Morisak, Tom Whitehead, John Young, Jim Kruse, David Bockhorn, Kyle Merten and Eric Berg

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 – City Attorney Cary Bovey**
3. **Administer Oath of Office to Ward 5 Councilmember Clint Kolby**
4. **Service Recognitions**
 - **Corda Pattison, Maintenance/Central Warehouse** **5 Years**
 - **Chris Kokemor, Water Construction** **10 Years**
 - **Nancy Stafford, Public Utilities** **10 Years**

5. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

6. **Statutory Consent Agenda**

- 6-a. **Minutes from the October 18, 2018 Special City Council Meeting, October 18, 2018 Regular City Council Meeting and November 1, 2018 Regular City Council Meeting**
- 6-b. **Ordinance No. O-18-018 on Its Second Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas to Amend Planned Development (PD) District Ordinance No. O-17-005 for the Vintage Farms Subdivision in Brenham, Washington County, Texas (Case No. P-18-024)**
- 6-c. **Resolution No. R-18-023 Related to a Grant Agreement with TxDOT for the Design, Partial Reconstruction/Rehabilitation, Contingency and Construction Administration for a Four Hundred (400) Foot Section of Runway at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the Statutory Consent Agenda Items 6-a. through 6-c. 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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

PUBLIC HEARING

8. Public Hearing to Consider the Creation of a Tax Increment Reinvestment Zone Containing Approximately 2,201 Acres of Land Generally Located Along U. S. Highway 290, South Market Street, and West Main Street Corridors within the City Limits of the City of Brenham, Texas

Mayor Tate opened the Public Hearing.

Trent Petty, of Petty and Associates, presented this item. Petty explained that in accordance with Section 311.03 of the Texas Tax Code, cities can create special districts to encourage new investment in areas that otherwise might not attract development. Petty stated that a Tax Increment Reinvestment Zone (TIRZ) is an economic development tool that captures the projected increase in tax revenue that is created by development within a defined area and reinvests those funds into public improvements and development projects that benefit the zone.

Petty advised that before the TIRZ can be established, a public hearing must be held for the governing body to evaluate the proposed benefits, and allow interested parties to speak. Several citizens addressed Mr. Petty and Council with various questions.

Mayor Tate closed the Public Hearing.

WORK SESSION

7. Discussion and Update on the Tax Phase-In Compliance Review Committee

Willy Dilworth, Chief Appraiser with the Washington County Appraisal District (WCAD) presented this item. Dilworth explained that the Tax Phase-In Compliance Review Committee meets every year to review all of the current tax phase-in recipients who were granted the incentive to ensure that value creation and employment & payroll criteria are being met.

Dilworth stated that the Committee reviewed the following nine companies for compliance: Stanpac, Blue Bell Creameries, QuestSpecialty, Valmont Industries, Longwood Elastomers, MIC Group, Brazos Valley Brewing Company, PPE/GSL and Tempur Sealy. Dilworth advised that the Committee has verified that all nine companies are in compliance with the criteria set forth in the Tax Phase-In Policy.

PUBLIC HEARING

- 9. Public Hearing to Consider 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 Requirements for Lots that Abut Collector or Arterial Streets or are Adjacent to Major Thoroughfares in Brenham, Washington County, Texas (Case No. P-18-026)**

Mayor Tate opened the Public Hearing.

Assistant Director of Development Services Stephanie Doland presented this item. Doland explained that in an effort to remain consistent in the review of all setback requests, 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 voted unanimously to recommend approval of this change.

- 10. Public Hearing to Consider Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas 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)**

Assistant Director of Development Services Stephanie Doland presented this item. Doland explained that in an effort to remain consistent in the review of all setback requests, 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 voted unanimously to recommend approval of this change.

- 11. Public Hearing to Consider an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning District from an Industrial Use (I) District to a Mixed Residential Use (R-2) District on a Tract of Land Described as 0.4884 Acres, Being a Part of Tract 337 of the Arrabella Harrington Survey, A-55, Located at 1008 Burleson Street in Brenham, Washington County, Texas (Case No. P-18-027)**

Assistant Director of Development Services Stephanie Doland presented this item. Doland stated that Armando Sanabria and Olga Reyes are the property owners of 1008 Burleson Street and are requesting the 0.4884-acre tract be rezoned from Industrial (I) District to Mixed Residential Use District (R-2). Doland advised that the property owners are requesting to rezone this property to allow for the development of a single-family dwelling. Doland explained that the proposed rezoning request is in accordance with the City of Brenham’s Comprehensive Plan, which shows the subject property appropriate for single-family land uses. Doland noted that the Planning and Zoning Commission voted unanimously to recommended approval of this rezoning request.

12. Public Hearing to Consider an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning District from an Industrial Use (I) District to a Manufactured Home Residential Use (R-3) District on a Tract of Land Described as 15.36 Acres, Being a Part of Tract 447 of the Phillip Coe Survey, A-31, Located at 2834 Industrial Boulevard, in Brenham, Washington County, Texas (Case No. P-18-028)

Assistant Director of Development Services Stephanie Doland presented this item. Doland stated that Mr. Adolph C. Wehmeyer, Jr. is the property owner of a primarily vacant 15.36-acre tract of land located at 2834 Industrial Blvd. Doland advised that Mr. Wehmeyer is requesting the property be rezoned from Industrial (I) District to Manufactured Home Residential Use District (R-3) for the development of a duplex and manufactured home park. Doland explained that the proposed rezoning request is in accordance with land use policies adopted in the City of Brenham's Comprehensive Plan, which recommends the City consider a Manufactured Housing District and protect established neighborhoods. Doland noted that the Planning and Zoning Commission voted unanimously to recommended approval of this rezoning request.

Mayor Tate closed the Public Hearing.

REGULAR SESSION

13. Discuss and Possibly Act Upon an Ordinance on Its First Reading for the Creation of a Tax Increment Reinvestment Zone Containing Approximately 2,201 Acres of Land Generally Located Along U. S. Highway 290, South Market Street, and West Main Street Corridors within the City Limits of the City of Brenham, Texas

Trent Petty, of Petty and Associates, presented this item. Petty explained again that in accordance with Section 311.03 of the Texas Tax Code, cities can create Tax Increment Reinvestment Zones (TIRZs) to encourage new investment in areas that otherwise might not attract development. Petty stated that this Ordinance is the first step in creating TIRZ.

Petty advised the Council that upon further review of the Preliminary Project and Financing Plan, he is recommend the following minor corrections to the document:

- Section 6.2: Remove the phrase "...without amending the Final Plan" and replace it with "..with approval of the Board".
- Section 7.1: Add language indicating that the Administrative Costs shall "..not exceed \$25,000, subject to the Boards, approval
- Section 16.0: Remove the word "retail" from the phrase "..incentive retail development" in the first sentence.

A motion was made by Councilmember Herring and seconded by Councilmember Kolby to approve an Ordinance on its first reading, with changes to sections 6.2, 7.1, and 16.0 as presented, for the creation of a Tax Increment Reinvestment Zone (TIRZ) containing approximately 2,201 acres of land generally located along U. S. Highway 290, South Market Street, and West Main Street Corridors within the City limits of the City of Brenham, Texas.

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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

14. 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 Mayor Pro Tem Ebel and seconded by Councilmember Wright to table Item 14.

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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

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 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 Mayor Pro Tem Ebel and seconded by Councilmember Wright to table Item 15.

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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

16. 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 from an Industrial Use (I) District to a Mixed Residential Use (R-2) District on a Tract of Land Described as 0.4884 Acres, Being a Part of Tract 337 of the Arrabella Harrington Survey, A-55, Located at 1008 Burleson Street in Brenham, Washington County, Texas (Case No. P-18-027)

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Kolby to approve an Ordinance on its first reading amending the Official Zoning Map of the City of Brenham, to change the Zoning District from an Industrial Use (I) District to a Mixed Residential Use (R-2) District on a tract of land described as .4884 acres, being a part of Tract 337 of the Arrabella Harrington Survey, A-55, located at 1008 Burleson Street in Brenham, Washington County, Texas

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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

17. 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 from an Industrial Use (I) District to a Manufactured Home Residential Use (R-3) District on a Tract of Land Described as 15.36 Acres, Being a Part of Tract 447 of the Phillip Coe Survey, A-31, Located at 2834 Industrial Boulevard, in Brenham, Washington County, Texas (Case No. P-18-028)

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Goss to approve an Ordinance on its first reading amending the Official Zoning Map of the City of Brenham to change the Zoning District from an Industrial Use (I) District to a Manufactured Home Residential Use (R-3) District on a tract of land described as 15.36 acres, being a part of Tract 447 of the Phillip Coe Survey, A-31, located at 2834 Industrial Boulevard, in Brenham, Washington County, Texas.

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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

18. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the FY2017-18 Adopted Budget

Strategic Budget Officer Debbie Gaffey presented this item. Gaffey explained that the year-end budget amendment impacts 17 funds with an overall increase in budget expenditures and transfers-out of \$3.6 million offset by an increase in revenues, transfers-in, and bond/note proceeds of \$5.0 million. Gaffey stated that the net impact of the amendment on the FY2017-18 Adopted Budget is an increase to overall fund balances by \$1.4 million.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve an Ordinance on its first reading amending the FY2017-18 adopted budget.

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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

19. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the FY2018-19 Adopted Budget

Strategic Budget Officer Debbie Gaffey presented this item. Gaffey stated that this budget amendment is for an increase in inter-fund transfers from the General Fund to the Equipment Fund for purchase of 10 police vehicles in the amount of \$425,000. Gaffey noted that with FY18 now complete, General Fund reserves are deemed sufficient for funding of new police vehicles.

A motion was made by Councilmember Goss and seconded by Councilmember Wright to approve an Ordinance on its first reading amending the FY2018-19 adopted budget.

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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

20. Discuss and Possibly Act Upon the Purchase of Ten (10) Vehicles for the City of Brenham Police Department Through the General Motors Competitive Equalization Program for Political Subdivisions and Authorize the Mayor to Execute Any Necessary Documentation

Police Chief Allwin Barrow presented this item. Barrow stated that the Police Department is seeking Mayor and Council's approval to order ten (10) police vehicles for fiscal year 2019 consisting of: 4 patrol vehicle replacements, 4 administrative vehicle replacements, and 2 new patrol vehicles for the 2 new lieutenant positions which were approved in the FY18-19 adopted budget. Barrow explained that staff obtained BuyBoard price quotes for these vehicles, but was able to obtain quotes from a local dealer, LaRoche Chevrolet. Barrow advised that with LaRoche, through the General Motors Competitive Equalization Program for Political Subdivisions, the City could purchase the vehicles at a lower cost than on BuyBoard and place the purchase with a local vendor.

A motion was made by Councilmember Kolby and seconded by Councilmember Herring to approve the purchase of ten (10) police vehicles as authorized by Texas Local Government Code Section 252.022(a)(2) from LaRoche Chevrolet, through the General Motors Competitive Equalization Program for Political Subdivisions, in the amount of \$368,744 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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

21. Discuss and Possibly Act Upon the Purchase of Public Safety Replacement Radios Through the Houston-Galveston Area Council (H-GAC) Pricing Contract Number RA05-18 and Authorize the Mayor to Execute Any Necessary Documentation

Fire Chief Ricky Boeker presented this item. Boeker stated this agenda item is for the replacement of the Public Safety Radios, which were purchased when the departments joined the BVWACS radio system in 2008. Boeker advised that the City's current product line of subscriber radios would not be supported by Motorola beyond December 31, 2019. Boeker also advised Council that this purchase was approved in the FY2018-19 budget.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve the purchase of public safety replacement radios in the amount of \$576,622.87 from Motorola Solutions through H-GAC Pricing Contract Number RA05-18 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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

22. Discuss and Possibly Act Upon an Equipment Financing Proposal for the Purchase of Public Safety Replacement Radios and Authorize the Mayor to Execute Any Necessary Documentation

Comptroller Stacy Hardy presented this item. Hardy stated that this is a companion item for the financing of public safety replacement radios for the Fire and Police Departments as presented in the previous agenda item.

Hardy explained that the FY18-19 adopted budget includes the purchase of these replacement radios via debt financing. Hardy advised that staff received financing proposals from Bank of Brenham, JP Morgan Chase and Motorola. Hardy stated that after reviewing each proposal, the Bank of Brenham provides the best interest rate for the City; therefore, staff recommends the approval of the purchase from Bank of Brenham.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve an Equipment Financing Proposal from Bank of Brenham (based on lower interest costs and our past favorable experience with them in regards to equipment financing) in the amount of \$596,563.71 with an interest rate of 3.5% 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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

23. Discuss and Possibly Act Upon Final Payment to VML Construction Services for Bid No. E2017-01 Related to Storm Damage Repairs, Package 1, for Henderson Park and Authorize the Mayor to Execute Any Necessary Documentation

Development Services Director Lori Sanguedolce presented this item. Sanguedolce stated that VML Construction Services has completed the Henderson Park drainage repairs that resulted from the May 2016 storm event. Sanguedolce advised that this project has been submitted to FEMA as part of DR-4272, May 2016 Storm.

A motion was made by Councilmember Herring and seconded by Councilmember Wright to authorize the final payment, to VML Construction Services for Bid No. E2017-01 related to Storm Damage Repairs, Package 1, for Henderson Park in the amount of \$10,645.60, with the condition that the payment not be made until verification of all bills paid is received, 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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

24. Discuss and Possibly Act Upon a Multi-Year Maintenance Contract with Presidio Networked Solutions Group, LLC and a Payment Agreement with Presidio Technology Capital, for the City of Brenham's Cisco SmartNet Phone System and Critical Network Hardware and Authorize the Mayor to Execute Any Necessary Documentation

Information Technology Manager Kevin Schmidt presented this item. Schmidt stated that the City of Brenham entered into a three-year contract for Cisco SmartNet Maintenance in 2015. Schmidt explained that this maintenance contract is essential for operating critical systems, such as the phone system and network hardware. Schmidt advised that the contract provides access to technical support, access to software upgrades, and replacement parts for hardware failures. Schmidt stated that a multiyear contract is beneficial because Cisco raises their SmartNet prices between 3% and 10% annually. Schmidt explained that with a three year renewal, staff would lock in the 2018 pricing and receive an additional discount for multiyear customers. Schmidt noted that this is estimated to save the City \$7,000.00 to \$17,000.00 over the course of the contract period.

Councilmember Goss questioned the age of the phone system. Schmidt explained that the system was purchased in 2003. After further discussion by Council, City Manager James Fisher recommended to table the item until additional information could be gathered and presented at the next meeting.

A motion was made by Councilmember Herring and seconded by Councilmember Wright to table Item 24.

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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

25. Discuss and Possibly Act Upon Resolution No. R-18-024 Adopting New Policies and Procedures for City of Brenham Boards and Commissions

Deputy City Secretary II Karen Stack presented this item. Stack stated that the policy currently in use was written in 2012 and was in need of various updates. Stack explained that the most notable changes to the new policy are:

- Length of terms for advisory boards reduced from 3 years to 2 years;
- New selection process for board members;
- Term limits of three (3) consecutive terms
- Strengthening of the attendance requirement language
- Clarifying the role of the staff liaison
- Added sections related to Conflicts of Interest

Stack also advised that several advisory boards were established by ordinances and those ordinances contain provisions that are in conflict with the new policy. Stack noted that in order to limit confusion, and to ensure all provisions of this Policy are uniformly applied, once this policy is in place, staff will be coming back to Council for action to repeal any conflicting ordinances.

A motion was made by Councilmember Cantey and seconded by Councilmember Goss to approve Resolution No. R-18-024 adopting new Policies and Procedures for City of Brenham Boards and Commissions.

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 Clint Kolby	Yes
Councilmember Albert Wright	Yes

Council adjourned into Executive Session at 2:39 p.m.

EXECUTIVE SESSION

26. **Section 551.074 – Texas Government Code – Deliberation Regarding Personnel Matters – Discussion Regarding the Appointment of a Brenham Municipal Court Presiding Judge and Associate Judge, Both for a Two Year Term Ending on December 31, 2020**
27. **Section 551.074 – Texas Government Code – Deliberation Regarding Personnel Matters – Consider Compensation for the Municipal Court Presiding Judge and Associate Judge**
28. **Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding the Possible Acquisition of Real Property Located in the Downtown Area**
29. **Section 551.087 – Texas Government Code – Economic Development Negotiations – Discuss and Deliberate Commercial or Financial Information that the City Has Received from Business Prospects and the Offer of Financial or Other Incentives to Business Prospects 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 3:38 p.m.

RE-OPEN REGULAR AGENDA

30. **Discuss and Possibly Act Upon the Appointment of a Brenham Municipal Court Presiding Judge and Associate Judge, Both for a Two Year Term Ending on December 31, 2020**

A motion was made by Councilmember Kolby and seconded by Councilmember Wright to appoint William Kendall as Presiding Judge and Robert Wright as Associate Judge, both for a two year term ending December 31, 2020.

Mayor Pro Tem Ebel called for a vote. The motion passed with Council voting as follows:

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

31. Discuss and Possibly Act Upon Compensation for the Municipal Court Presiding Judge and Associate Judge

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve a five percent (5%) pay increase beginning January 1, 2019 through December 31, 2020.

Mayor Pro Tem Ebel called for a vote. The motion passed with Council voting as follows:

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

32. Discuss and Possibly Act Upon Authorization of the Mayor and City Manager to Identify Real Property in the Downtown Area for Possible Acquisition and to Enter Into Contract Negotiations with the Owner(s) for the Acquisition of Said Real Property

No action was taken on this item.

33. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- Senator Kolkhorst met with the Chief of the Texas Department of Emergency Management to discuss the issues with FEMA.
- The next Council meeting is December 20th

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-19-005

**AN ORDINANCE AMENDING THE GARBAGE COLLECTION/
CITIZEN'S COLLECTION STATION RATE TARIFF SCHEDULE FOR
THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN
EFFECTIVE DATE OF THIS ORDINANCE.**

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to change the rates for bagged garbage that is disposed of at the City of Brenham's Transfer/Collection Station.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Brenham, Texas:

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Garbage Collection/Citizen's Collection Station Rate Schedule for compacted waste that is disposed of at the City of Brenham's Transfer/Collection Station as set forth in the attached Exhibit "A", which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after February 4, 2019

SECTION II.

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as set forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after February 4, 2019.

PASSED AND APPROVED on its first reading this the 10th day of January, 2019.

PASSED AND APPROVED on its second reading this the 17th day of January, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

"EXHIBIT A"

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	800	810
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	February 4, 2019	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/01/2017)

SANITATION RATE SCHEDULE

Residential Collection

Single Family - Homes, Apartments, Mobile Homes

Code A	\$13.75 per month Twice Per Week Collection Inside City Limits
Code C	\$20.13 per month Twice Per Week Collection
Senior Citizen (Age 55 or older)	\$11.00 per month Application required for discounted rate

Citizens Collection Station (Non-compacted Waste)

\$90.00/ton or .045 cents per pound

\$5.50 minimum (<160 lbs.)

\$ 2.00 per trash bag

Disposal of vehicle tires at the city collection station; charges and collection:

(a) The city herewith imposes the following surcharges for disposal of vehicle tires at the city collection station:

- (1) Cars and passenger trucks (15 inch and below).....\$ 3.00 per tire
- (2) Large truck tires (16 inch and above).....\$ 7.50 per tire
- (3) Large truck and tractor tires with dimension greater than
eighteen (18) inches wide, forty-nine (49) inches in diameter,
and 15-ply\$45.00 per tire

"EXHIBIT A"

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

- (b) The charges set forth immediately above are to be collected at the Collection Station site by city personnel or, in the case of commercial or industrial charge accounts, will be billed to the applicable customers each month.

ALL SERVICES	800	811
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	February 4, 2019	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/01/2017)

Commercial Brush

\$22.50/ton or .01125 cents per pound
\$17.50 minimum (1 ton minimum)

Residential Brush

\$22.50/ton or .01125 cents per pound
\$2.00 minimum (<200 pounds)

Transfer Station (Compacted Waste)

In-city \$ 45.50/ton or 2.275 cents per pound
Out of city \$ 45.50/ton or 2.425 cents per pound



AGENDA ITEM 5

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 14, 2019
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Review the FY2017-18 Fourth Quarter Financial Report	
SUMMARY STATEMENT: See attached Financial Performance Report and Financial Statements for General Fund and Five Utility Funds.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) FY2017-18 Fourth Quarter Financial Report from CFO; and (2) Financial Performance Reports for General Fund and Five Utility Funds	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION:	
APPROVALS: James Fisher	



MEMORANDUM

To: Mayor, Council and City Manager

From: Carolyn D. Miller
Assistant City Manager-Chief Financial Officer

Subject: Financial Performance Reports for Fiscal Year Ended September 30, 2018

Date: January 14, 2019

The Finance Division is pleased to provide financial performance reports for the year ended September 30, 2018 including the General Fund and five major utility funds.

Highlights of the General Fund performance summary are described below:

- General Fund ending fund balance of almost \$4.7 million gives us 108 days of reserves
- FEMA Fund deficit of \$875,449 utilizes (or absorbs) 21 days of General Fund reserves
- Equipment Fund ending fund balance of \$318,214 gives us 8 days of available resources for capital needs in the FY18-19 budget
- Donations Fund ending fund balance of \$258,820 also gives us 4 days of available resources for General Fund eligible expenditures.

Highlights of the Utility Funds performance summary are described below:

- Electric Fund working capital of over \$8 million stands at 132 days
 - Almost \$1.5 million has been accumulated over nine fiscal years (FY10 thru FY18) based on the LCRA purchase cost pass-through and LCRA rate refunds;
 - This amount has been set aside to stabilize the rate for our rate payer, and is tracked in Fund 122 – Electric Wholesale Power Cost.
- Gas Fund working capital of almost \$1.37 million gives us 161 days
 - A major purpose of the Gas Fund working capital is to uphold the contract with our wholesale gas supplier in which we are required to set aside \$850,000 as unrestricted cash reserves for the payment and purchase of natural gas;
 - \$945,391 has been accumulated over nine fiscal years based on gas purchase cost recovery and over/(under) collections;
 - This amount has been set aside and is tracked in Fund 123 – Gas Wholesale Commodity Cost.

- Water Fund working capital of over \$1.6 million stands at 135 days
- Wastewater Fund working capital of \$660,207 gives us 61 days
- Sanitation Fund working capital of \$962,206 stands at 98 days

Conclusion

As noted in the financial summary, the City experienced favorable to budget performance in the General Fund and all utility funds. The General Fund maintained above 90 days of reserves and all utility funds maintained above 60 days of working capital reserves.

This performance is due in a large part to the efforts of our division directors and senior management who monitor department expenditures and overall fund performance and make necessary adjustments throughout the year.

After you have reviewed the financial performance report, should you have any questions or comments prior to the Council meeting, please do not hesitate to contact me directly.

GENERAL FUND FINANCIAL PERFORMANCE SUMMARY

Fiscal Year Ending September 30, 2018									
General Fund	YTD Revenues	YTD Expenditures*	YTD Financing Sources (Uses)	Actual Net Revenues (Loss)	Amended Budgeted Net Revenues (Loss)	Actual to Budget Comparison	Beginning Fund Balance (Deficit)	Ending Fund Balance (Deficit)	Days of Reserves (Deficit)
General	\$ 13,903,811	\$ 16,883,828	\$ 3,156,196	\$ 176,179	\$ -	Favorable	\$ 4,519,591	\$ 4,699,744	108
FEMA	\$ 338,036	\$ 1,401,227	\$ 707,640	\$ (355,551)	\$ (355,551)	On Track	\$ (519,898)	\$ (875,449)	(21)
Equipment	\$ -	\$ 797,883	\$ 219,711	\$ (578,172)	\$ (578,173)	On Track	\$ 896,386	\$ 318,214	8
Donations	\$ 173,242	\$ 123,549	\$ (46,065)	\$ 3,628	\$ 3,627	On Track	\$ 255,192	\$ 258,820	4
General Fund Combined									99

* Expenditures are reported on a budget basis for the General Fund which excludes \$3,974 in accrued comp time credit. Accrued comp time is included in ending fund balance.

UTILITY FUNDS FINANCIAL PERFORMANCE SUMMARY

Fiscal Year Ending September 30, 2018									
Utility Funds	YTD Revenues	YTD Expenditures*	YTD Financing Sources (Uses)	Actual Net Revenues (Loss)	Amended Budgeted Net Revenues (Loss)	Actual to Budget Comparison	Beginning Working Capital Balance	Ending Working Capital Balance	** Days of Working Capital
Electric Distribution	\$ 6,397,514	\$ 5,094,323	\$ (1,233,006)	\$ 70,185	\$ (229,243)	Favorable	NA	NA	NA
Electric Power Cost	\$ 16,620,826	\$ 16,182,900	\$ -	\$ 437,926	\$ -	Favorable	NA	NA	NA
Electric Combined	\$ 23,018,340	\$ 21,277,223	\$ (1,233,006)	\$ 508,111	\$ (229,243)	Favorable	\$ 7,536,565	\$ 8,165,529	132
Gas Distribution	\$ 1,500,363	\$ 857,146	\$ (582,106)	\$ 61,111	\$ (68,058)	Favorable	NA	NA	NA
Gas Commodity	\$ 1,689,137	\$ 1,651,632	\$ -	\$ 37,505	\$ -	Favorable	NA	NA	NA
Gas Combined	\$ 3,189,500	\$ 2,508,778	\$ (582,106)	\$ 98,616	\$ (68,058)	Favorable	\$ 1,270,153	\$ 1,366,441	161
Water	\$ 4,259,708	\$ 3,705,626	\$ (639,314)	\$ (85,232)	\$ (470,497)	Favorable	\$ 1,488,370	\$ 1,610,087	135
Wastewater	\$ 3,966,833	\$ 3,570,606	\$ (382,732)	\$ 13,495	\$ (236,868)	Favorable	\$ 689,307	\$ 660,207	61
Sanitation	\$ 3,483,031	\$ 3,147,860	\$ (425,258)	\$ (90,087)	\$ (126,466)	Favorable	\$ 1,052,493	\$ 962,206	98

* Expenditures are shown on a budgetary (cash) basis.

** Working Capital is a measure of liquidity in Enterprise Funds. Formula: Current Assets net of Restricted Cash from bond proceeds minus Current Liabilities.

CITY OF BRENHAM
FY18 RESULTS (BUDGETARY BASIS)

FUND 101 - GENERAL FUND FINANCIAL STATEMENT

IN \$	FY17	FY18		FY18	FY18 ACT FAV/(UNFAV) TO		
	ACTUAL	BUDGET (O)	BUDGET (A)	ACTUAL	PRIOR YR	BUDGET (O)	BUDGET (A)
REVENUES							
TAXES (2)	11,437,922	11,900,076	11,900,076	11,890,825	452,903	(9,251)	(9,251)
LICENSES AND PERMITS	157,128	138,550	138,550	132,133	(24,995)	(6,417)	(6,417)
INTERGOVERNMENTAL	335,465	344,314	344,314	305,822	(29,643)	(38,492)	(38,492)
CHARGES FOR SERVICES	569,542	557,600	557,600	513,508	(56,034)	(44,092)	(44,092)
FINES AND FORFEITURES	713,986	692,030	692,030	657,615	(56,371)	(34,415)	(34,415)
INVESTMENT INCOME	72,082	89,000	89,000	99,027	26,945	10,027	10,027
PAYMENT FROM COMPONENT UNIT	86,363	131,000	131,000	95,550	9,187	(35,450)	(35,450)
CONTRIBUTIONS AND DONATIONS	-	-	-	-	-	-	-
MISCELLANEOUS	242,173	134,888	134,888	209,332	(32,841)	74,444	74,444
TOTAL REVENUES	13,614,661	13,987,458	13,987,458	13,903,811	289,150	(83,647)	(83,647)
EXPENDITURES							
CURRENT:							
CULTURE AND RECREATION	2,899,700	3,116,430	3,116,430	3,068,911	(169,211)	47,519	47,519
GENERAL GOVERNMENT	5,594,643	6,050,281	5,967,124	5,909,823	(315,180)	140,458	57,301
HEALTH AND WELFARE	398,036	461,237	461,237	562,460	(164,423)	(101,223)	(101,223)
HIGHWAYS AND STREETS	955,484	1,231,946	1,182,388	1,041,953	(86,469)	189,993	140,435
PUBLIC SAFETY	6,092,619	6,332,004	6,332,004	6,140,164	(47,544)	191,840	191,840
DEBT SERVICE:							
INTEREST & FISCAL CHARGES	-	-	-	-	-	-	-
PRINCIPAL RETIREMENT	-	-	-	-	-	-	-
ISSUANCE COSTS	27,207	-	-	-	27,207	-	-
CAPITAL OUTLAY	283,385	152,000	152,000	160,517	122,868	(8,517)	(8,517)
TOTAL EXPENDITURES	16,251,075	17,343,898	17,211,183	16,883,828	(632,752)	460,070	327,355
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(2,636,415)	(3,356,440)	(3,223,725)	(2,980,017)	(343,602)	376,423	243,708
OTHER FINANCING SOURCES (USES)							
TRANSFERS IN	3,251,353	3,316,440	3,394,739	3,373,339	121,986	56,899	(21,400)
TRANSFERS OUT	(1,586,998)	-	(211,014)	(211,014)	1,375,984	(211,014)	-
ISSUANCE OF DEBT	1,287,454	-	-	-	(1,287,454)	-	-
ISSUANCE OF CAPITAL LEASES							
PREMIUM ON DEBT ISSUED							
INSURANCE PROCEEDS	101,068	40,000	40,000	(6,129)	(107,197)	(46,129)	(46,129)
TOTAL OTHER FINANCING SOURCES AND (USES)	3,052,877	3,356,440	3,223,725	3,156,196	103,319	(200,244)	(67,529)
NET CHANGE IN FUND BALANCE (1)	416,462	-	-	176,179	(240,284)	176,179	176,179
FUND BALANCES - BEGINNING	4,113,901	4,519,591	4,519,591	4,519,591	405,690	-	-
FUND BALANCES - ENDING (INCLUDES ACTUAL ACCRUAL ADJ)	4,519,591	4,519,591	4,519,591	4,699,744	180,152	180,152	180,152
(1) ACTUALS EXCLUDE ACCRUED COMP TIME	10,772	-	-	(3,974)	na	na	na
NET CHANGE IN FUND BALANCE ADJUSTED	405,690	-	-	180,152	na	na	na
(2) TAXES DETAIL							
TAX RECEIPTS-GENERAL FUND	3,750,370	3,979,017	3,979,017	4,075,633	325,263	96,616	96,616
PENALTY AND INTEREST/TAX	31,448	35,000	35,000	42,306	10,858	7,306	7,306
PENALTY FOR LATE RENDITION	3,935	4,000	4,000	4,067	131	67	67
CITY SALES TAX	4,829,919	4,993,395	4,993,395	4,850,553	20,633	(142,842)	(142,842)
UTIL FRANCHISE TAXES	2,407,166	2,453,664	2,453,664	2,492,429	85,263	38,765	38,765
GROSS RECPTS/FRANCHISE TAX	264,714	290,000	290,000	261,571	(3,143)	(28,429)	(28,429)
SANITATION FRANCHISE TAX	27,403	30,000	30,000	30,572	3,169	572	572
MIXED BEVERAGES TAX RECPT	42,352	40,000	40,000	48,293	5,941	8,293	8,293
PHONE ACCESS LINE FEES	80,614	75,000	75,000	85,402	4,787	10,402	10,402
TOTAL	11,437,922	11,900,076	11,900,076	11,890,825	452,903	(9,251)	(9,251)

CITY OF BRENHAM
FY18 RESULTS (BUDGETARY BASIS)

FUND 101 - DEPARTMENT EXPENDITURES

IN \$	FY17	FY18		FY18	FY18 ACT FAV/(UNFAV) TO		
	ACTUAL	BUDGET (O)	BUDGET (A)	ACTUAL	PRIOR YR	BUDGET (O)	BUDGET (A)
CULTURE AND RECREATION (INCLUDES CAPITAL OUTLAY)							
049 MRKTING & PUBLIC RELATIONS	400,269	450,155	450,155	406,403	(6,134)	43,752	43,752
144 PARKS	1,185,456	1,272,725	1,272,725	1,272,082	(86,626)	643	643
146 LIBRARY	535,249	547,947	547,947	516,316	18,932	31,631	31,631
149 AQUATIC CENTER	778,726	862,603	862,603	891,780	(113,054)	(29,177)	(29,177)
SUBTOTAL	2,899,700	3,133,430	3,133,430	3,086,581	(186,881)	46,849	46,849
GENERAL GOVERNMENT (INCLUDES CAPITAL OUTLAY)							
100 NON-DEPT DIRECT EXPEND	502,247	410,694	410,694	481,257	20,990	(70,563)	(70,563)
110 NON-DEPT MISC EXPEND	53,773	83,686	83,686	83,015	(29,242)	671	671
121 ADMINISTRATION	793,827	980,843	980,843	920,427	(126,600)	60,416	60,416
122 DEVELOPMENT SERVICES	491,003	514,123	514,123	452,327	38,676	61,796	61,796
123 HUMAN RESOURCES	219,191	265,632	265,632	251,731	(32,541)	13,901	13,901
125 MAIN ST/ECONOMIC DEV	134,067	161,323	161,323	145,447	(11,379)	15,876	15,876
128 ENGINEERING SERVICES	139,853	151,285	151,285	156,767	(16,915)	(5,482)	(5,482)
131 FACILITY/FLEET MAINT	730,163	744,211	744,211	805,459	(75,296)	(61,248)	(61,248)
133 FINANCE & ADMIN SERVICES	930,788	986,201	986,201	981,034	(50,246)	5,167	5,167
135 PURCHASING/CENTRAL WRHSE	275,534	293,415	293,415	300,714	(25,180)	(7,299)	(7,299)
155 MUNICIPAL COURT	466,136	496,044	496,044	485,228	(19,092)	10,816	10,816
167 GENERAL GOVT SERVICES	286,047	304,677	221,520	213,929	72,118	90,748	7,591
172 INFORMATION TECHNOLOGY	604,141	658,147	658,147	632,488	(28,347)	25,659	25,659
SUBTOTAL	5,626,770	6,050,281	5,967,124	5,909,823	(283,053)	140,458	57,301
HEALTH AND WELFARE (INCLUDES CAPITAL OUTLAY)							
154 ANIMAL CONTROL/SHELTER	398,036	461,237	461,237	562,460	(164,423)	(101,223)	(101,223)
HIGHWAYS AND STREETS (INCLUDES CAPITAL OUTLAY)							
141 STREETS	1,159,807	1,281,796	1,232,238	1,094,492	65,315	187,304	137,746
148 AIRPORT	74,142	85,150	85,150	90,308	(16,166)	(5,158)	(5,158)
SUBTOTAL	1,233,949	1,366,946	1,317,388	1,184,800	49,149	182,146	132,588
PUBLIC SAFETY (INCLUDES CAPITAL OUTLAY)							
050 CITY COMMUNICATIONS	288,465	324,491	324,491	195,897	92,568	128,594	128,594
151 POLICE	3,902,988	3,995,280	3,995,280	3,952,291	(49,303)	42,989	42,989
152 FIRE	1,901,166	2,012,233	2,012,233	1,991,976	(90,810)	20,257	20,257
SUBTOTAL	6,092,619	6,332,004	6,332,004	6,140,164	(47,544)	191,840	191,840
TOTAL (BUDGET BASIS)	16,251,075	17,343,898	17,211,183	16,883,828	(632,752)	460,070	327,355
ACCRUED COMP TIME	(10,772)	-	-	3,974	(14,746)	(3,974)	(3,974)
TOTAL (CAFR BASIS)	16,240,303	17,343,898	17,211,183	16,887,801	(647,498)	456,097	323,382

**CITY OF BRENHAM
FY18 RESULTS**

FUND 227 - FEMA-DISASTER RELIEF FUND

IN \$	FY17	FY18		FY18	FY18 ACT FAV/(UNFAV) TO		
	ACTUAL	BUDGET (O)	BUDGET (A)	ACTUAL	PRIOR YR	BUDGET (O)	BUDGET (A)
REVENUES							
TAXES	-	-	-	-	-	-	-
LICENSES AND PERMITS	-	-	-	-	-	-	-
INTERGOVERNMENTAL	155,430	-	296,048	296,048	140,618	296,048	0
CHARGES FOR SERVICES	-	-	-	-	-	-	-
FINES AND FORFEITURES	-	-	-	-	-	-	-
INVESTMENT INCOME	-	-	-	-	-	-	-
PAYMENT FROM COMPONENT UNIT	-	-	-	-	-	-	-
CONTRIBUTIONS AND DONATIONS	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	41,988	41,988	41,988	41,988	(1)
TOTAL REVENUES	155,430	-	338,036	338,036	182,605	338,036	(0)
EXPENDITURES							
CURRENT:							
CULTURE AND RECREATION	25,612	-	-	-	25,612	-	-
GENERAL GOVERNMENT	36,862	-	418	418	36,444	(418)	0
HEALTH AND WELFARE	-	-	-	-	-	-	-
HIGHWAYS AND STREETS	202,745	-	355,858	355,858	(153,112)	(355,858)	0
PUBLIC SAFETY	45,513	-	39,575	39,575	5,938	(39,575)	-
DEBT SERVICE:							
INTEREST & FISCAL CHARGES	-	-	-	-	-	-	-
PRINCIPAL RETIREMENT	-	-	-	-	-	-	-
ISSUANCE COSTS	-	-	-	-	-	-	-
CAPITAL OUTLAY	194,513	-	1,005,376	1,005,376	(810,862)	(1,005,376)	0
TOTAL EXPENDITURES	505,246	-	1,401,227	1,401,227	(895,981)	(1,401,227)	0
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(349,816)	-	(1,063,191)	(1,063,191)	(713,375)	(1,063,191)	0
OTHER FINANCING SOURCES (USES)							
TRANSFERS IN	-	-	654,299	654,299	654,299	654,299	-
TRANSFERS OUT	-	-	-	-	-	-	-
ISSUANCE OF DEBT	-	-	-	-	-	-	-
ISSUANCE OF CAPITAL LEASES	-	-	-	-	-	-	-
PREMIUM ON DEBT ISSUED	-	-	-	-	-	-	-
INSURANCE PROCEEDS	84,261	-	53,341	53,341	(30,920)	53,341	0
TOTAL OTHER FINANCING SOURCES AND (USES)	84,261	-	707,640	707,640	623,379	707,640	0
NET CHANGE IN FUND BALANCE	(265,555)	-	(355,551)	(355,551)	(89,996)	(355,551)	0
FUND BALANCES - BEGINNING	(254,340)	(519,895)	(519,895)	(519,895)	(265,555)	-	-
FUND BALANCES - ENDING	(519,895)	(519,895)	(875,446)	(875,445)	(355,551)	(355,551)	0

**CITY OF BRENHAM
FY18 RESULTS**

FUND 232 - DONATIONS FUND

IN \$	FY17	FY18		FY18	FY18 ACT FAV/(UNFAV) TO		
	ACTUAL	BUDGET (O)	BUDGET (A)	ACTUAL	PRIOR YR	BUDGET (O)	BUDGET (A)
REVENUES							
TAXES	-	-	-	-	-	-	-
LICENSES AND PERMITS	-	-	-	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-	-	-	-
CHARGES FOR SERVICES	-	-	-	-	-	-	-
FINES AND FORFEITURES	-	-	-	-	-	-	-
INVESTMENT INCOME	-	-	-	-	-	-	-
PAYMENT FROM COMPONENT UNIT	-	-	-	-	-	-	-
CONTRIBUTIONS AND DONATIONS	107,349	36,500	173,242	173,242	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL REVENUES	107,349	36,500	173,242	173,242	-	-	-
EXPENDITURES							
CURRENT:							
CULTURE AND RECREATION	4,437	-	25,248	31,494	(27,057)	(31,494)	(6,246)
GENERAL GOVERNMENT	14,000	5,000	52,428	50,915	(36,915)	(45,915)	1,513
HEALTH AND WELFARE	2,868	2,000	21,960	24,507	(21,638)	(22,507)	(2,547)
HIGHWAYS AND STREETS	-	-	-	-	-	-	-
PUBLIC SAFETY	28,262	16,000	16,500	9,219	19,043	6,781	7,281
DEBT SERVICE:							
INTEREST & FISCAL CHARGES	-	-	-	-	-	-	-
PRINCIPAL RETIREMENT	-	-	-	-	-	-	-
ISSUANCE COSTS	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	7,414	7,414	(7,414)	(7,414)	-
TOTAL EXPENDITURES	49,567	23,000	123,550	123,549	(73,982)	(100,549)	1
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	57,782	13,500	49,692	49,693	(8,089)	36,193	1
OTHER FINANCING SOURCES (USES)							
TRANSFERS IN	139,096	4,000	-	-	(139,096)	(4,000)	-
TRANSFERS OUT	(22,000)	-	(46,065)	(46,065)	(24,065)	(46,065)	(0)
ISSUANCE OF DEBT	-	-	-	-	-	-	-
ISSUANCE OF CAPITAL LEASES	-	-	-	-	-	-	-
PREMIUM ON DEBT ISSUED	-	-	-	-	-	-	-
INSURANCE PROCEEDS	-	-	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES AND (USES)	117,096	4,000	(46,065)	(46,065)	(163,161)	(50,065)	(0)
NET CHANGE IN FUND BALANCE	174,877	17,500	3,627	3,627	(171,250)	(13,873)	0
FUND BALANCES - BEGINNING	80,315	255,192	255,192	255,192	174,877	-	-
FUND BALANCES - ENDING	255,192	272,692	258,819	258,820	3,627	(13,873)	0

**CITY OF BRENHAM
FY18 RESULTS**

FUND 236 - EQUIPMENT FUND

IN \$	FY17	FY18		FY18	FY18 ACT FAV/(UNFAV) TO		
	ACTUAL	BUDGET (O)	BUDGET (A)	ACTUAL	PRIOR YR	BUDGET (O)	BUDGET (A)
REVENUES							
TAXES	-	-	-	-	-	-	-
LICENSES AND PERMITS	-	-	-	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-	-	-	-
CHARGES FOR SERVICES	-	-	-	-	-	-	-
FINES AND FORFEITURES	-	-	-	-	-	-	-
INVESTMENT INCOME	-	-	-	-	-	-	-
PAYMENT FROM COMPONENT UNIT	-	-	-	-	-	-	-
CONTRIBUTIONS AND DONATIONS	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURES							
CURRENT:							
CULTURE AND RECREATION	11,325	13,000	10,600	10,350	975	2,650	250
GENERAL GOVERNMENT	15,272	194,310	114,206	148,791	(133,519)	45,519	(34,585)
HEALTH AND WELFARE	-	-	-	-	-	-	-
HIGHWAYS AND STREETS	-	-	-	-	-	-	-
PUBLIC SAFETY	-	35,000	35,000	33,573	(33,573)	1,427	1,427
DEBT SERVICE:							
INTEREST & FISCAL CHARGES	-	-	-	-	-	-	-
PRINCIPAL RETIREMENT	-	-	-	-	-	-	-
ISSUANCE COSTS	-	-	-	-	-	-	-
CAPITAL OUTLAY	663,726	462,020	638,078	605,168	58,558	(143,148)	32,910
TOTAL EXPENDITURES	690,323	704,330	797,884	797,883	(107,560)	(93,553)	1
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(690,323)	(704,330)	(797,884)	(797,883)	(107,560)	(93,553)	1
OTHER FINANCING SOURCES (USES)							
TRANSFERS IN	744,980	20,000	219,711	219,711	(525,269)	199,711	0
TRANSFERS OUT	-	-	-	-	-	-	-
ISSUANCE OF DEBT	-	-	-	-	-	-	-
ISSUANCE OF CAPITAL LEASES	-	-	-	-	-	-	-
PREMIUM ON DEBT ISSUED	-	-	-	-	-	-	-
INSURANCE PROCEEDS	-	-	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES AND (USES)	744,980	20,000	219,711	219,711	(525,269)	199,711	0
NET CHANGE IN FUND BALANCE	54,657	(684,330)	(578,173)	(578,171)	(632,828)	106,159	2
FUND BALANCES - BEGINNING	841,729	896,386	896,386	896,386	54,657	-	-
FUND BALANCES - ENDING	896,386	212,056	318,213	318,215	(578,171)	106,159	2

CITY OF BRENHAM
FY18 RESULTS (BUDGETARY BASIS)

FUND 102 - ELECTRIC DISTRIBUTION FUND FINANCIAL STATEMENT

IN \$	FY17	FY18		FY18	FY18 ACT FAV/(UNFAV) TO		
	ACTUAL	BUDGET (O)	BUDGET (A)	ACTUAL	PRIOR YR	BUDGET (O)	BUDGET (A)
OPERATING REVENUES							
CHARGES FOR SERVICES	6,222,086	6,317,475	6,362,663	6,397,514	175,429	80,039	34,851
TOTAL REVENUES	6,222,086	6,317,475	6,362,663	6,397,514	175,429	80,039	34,851
OPERATING EXPENDITURES							
SALARIES	2,042,874	2,128,090	2,128,090	2,038,875	3,998	89,215	89,215
SUPPLIES	137,944	175,125	198,091	212,903	(74,959)	(37,778)	(14,812)
MAINTENANCE	95,221	115,600	115,600	109,442	(14,222)	6,158	6,158
CONTRACTUAL SERVICES	311,107	461,206	454,321	378,422	(67,315)	82,784	75,899
CAPITAL OUTLAY (INSTEAD OF DEPRECIATION)	740,491	821,510	805,129	683,612	56,879	137,898	121,517
GROSS REVENUE TAX	1,537,579	1,572,514	1,572,514	1,585,811	(48,232)	(13,297)	(13,297)
MISCELLANEOUS	124,647	119,006	119,306	150,366	(25,719)	(31,360)	(31,060)
TOTAL OPERATING EXPENDITURES	4,989,862	5,393,051	5,393,051	5,159,431	(169,569)	233,620	233,620
OPERATING INCOME (LOSS)	1,232,224	924,424	969,612	1,238,084	344,998	(153,581)	(198,769)
NONOPERATING REVENUES (EXPENDITURES)							
DEBT SERVICE:							
INTEREST & FISCAL CHARGES	(60,137)	(69,055)	(69,055)	(69,400)	(9,263)	(345)	(345)
PRINCIPAL RETIREMENT	(83,045)	(69,400)	(69,400)	(69,055)	13,991	345	345
ISSUANCE COSTS	(45,885)	-	-	-	45,885	-	-
INTERGOVERNMENTAL	30,746	-	13,771	13,771	(16,975)	13,771	0
INVESTMENT INCOME	119,197	101,492	101,492	152,646	33,449	51,154	51,154
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-
MISCELLANEOUS, NET	26,124	25,673	25,673	37,145	11,021	11,472	11,472
TOTAL NONOPERATING REVENUES (EXPENDITURES)	(13,001)	(11,290)	2,481	65,107	78,109	76,397	62,626
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	1,219,223	913,134	972,093	1,303,191	83,968	390,057	331,098
TRANSFERS IN	578,647	674,687	674,687	643,017	64,370	(31,670)	(31,670)
TRANSFERS OUT	(1,717,704)	(1,817,064)	(1,876,023)	(1,876,023)	(158,319)	(58,959)	-
TOTAL TRANSFERS IN/(OUT)	(1,139,057)	(1,142,377)	(1,201,336)	(1,233,006)	(93,949)	(90,629)	(31,670)
CHANGE IN NET POSITION - DISTRIBUTION	80,166	(229,243)	(229,243)	70,185	(9,981)	299,428	299,428
WORKING CAPITAL BALANCE (1) (ESTIMATE FOR FY18)							
BEGINNING BALANCE	7,894,639	7,536,565	7,536,565	7,536,565	(358,074)	-	-
CHANGE IN NET POSITION - DISTRIBUTION	80,166	(229,243)	(229,243)	70,185	(9,981)	299,428	299,428
CHANGE IN NET POSITION - POWER	(51,907)	-	-	437,926	489,833	437,926	437,926
ADJUSTMENTS: BUDGETARY TO CAFR BASIS	(386,332)	-	-	120,853	507,185	120,853	120,853
ENDING BALANCE	7,536,565	7,307,322	7,307,322	8,165,529	628,964	858,207	858,207

(1) Working Capital is a measure of liquidity in Enterprise Funds. Formula: Current Assets Net Restricted Cash from bond proceeds minus Current Liabilities

CITY OF BRENHAM
FY18 RESULTS (BUDGETARY BASIS)

FUND 122 - ELECTRIC POWER COST FUND FINANCIAL STATEMENT

IN \$	FY17	FY18		FY18	FY18 ACT FAV/(UNFAV) TO		
	ACTUAL	BUDGET (O)	BUDGET (A)	ACTUAL	PRIOR YR	BUDGET (O)	BUDGET (A)
OPERATING REVENUES							
CHARGES FOR SERVICES	15,890,710	16,325,256	16,325,256	16,620,826	730,116	295,570	295,570
TOTAL REVENUES	15,890,710	16,325,256	16,325,256	16,620,826	730,116	295,570	295,570
OPERATING EXPENDITURES							
COST OF SALES AND SERVICES	15,942,618	16,325,256	16,325,256	16,182,900	(240,283)	142,356	142,356
SALARIES					0	0	0
SUPPLIES					0	0	0
MAINTENANCE					0	0	0
CONTRACTUAL SERVICES					0	0	0
CAPITAL OUTLAY (INSTEAD OF DEPRECIATION)					0	0	0
GROSS REVENUE TAX					0	0	0
MISCELLANEOUS					0	0	0
TOTAL OPERATING EXPENDITURES	15,942,618	16,325,256	16,325,256	16,182,900	(240,283)	142,356	142,356
OPERATING INCOME (LOSS)	(51,907)	0	0	437,926	489,833	437,926	437,926
NONOPERATING REVENUES (EXPENDITURES)							
DEBT SERVICE:							
INTEREST & FISCAL CHARGES					0	0	0
PRINCIPAL RETIREMENT					0	0	0
ISSUANCE COSTS					0	0	0
INTERGOVERNMENTAL					0	0	0
INVESTMENT INCOME					0	0	0
GAIN ON SALE OF CAPITAL ASSETS							
MISCELLANEOUS, NET					0	0	0
TOTAL NONOPERATING REVENUES (EXPENDITURES)	0	0	0	0	0	0	0
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	(51,907)	0	0	437,926	489,833	437,926	437,926
TRANSFERS IN					0	0	0
TRANSFERS OUT					0	0	0
TOTAL TRANSFERS IN/(OUT)	0	0	0	0	0	0	0
CHANGE IN NET POSITION POWER COST	(51,907)	0	0	437,926	489,833	437,926	437,926

**CITY OF BRENHAM
FY19 BUDGET**

FUND 103 - GAS DISTRIBUTION FUND FINANCIAL STATEMENT

IN \$	FY17	FY18		FY18	FY18 ACT FAV/(UNFAV) TO		
	ACTUAL	BUDGET (O)	BUDGET (A)	ACTUAL	PRIOR YR	BUDGET (O)	BUDGET (A)
OPERATING REVENUES							
CHARGES FOR SERVICES	1,343,978	1,448,127	1,448,127	1,500,363	156,385	52,236	52,236
TOTAL REVENUES	1,343,978	1,448,127	1,448,127	1,500,363	156,385	52,236	52,236
OPERATING EXPENDITURES							
SALARIES	378,863	388,635	388,635	398,479	(19,615)	(9,844)	(9,844)
SUPPLIES	51,606	76,336	53,676	55,176	(3,570)	21,160	(1,500)
MAINTENANCE	27,452	28,400	28,400	28,673	(1,221)	(273)	(273)
CONTRACTUAL SERVICES	40,060	49,746	49,746	31,373	8,687	18,373	18,373
CAPITAL OUTLAY (INSTEAD OF DEPRECIATION)	140,557	151,570	174,230	123,205	17,352	28,365	51,025
GROSS REVENUE TAX	191,643	221,862	221,862	222,071	(30,428)	(209)	(209)
MISCELLANEOUS	17,867	16,605	16,605	17,643	224	(1,038)	(1,038)
TOTAL OPERATING EXPENDITURES	848,048	933,154	933,154	876,620	(28,572)	56,534	56,534
OPERATING INCOME (LOSS)	495,930	514,973	514,973	623,743	127,813	108,770	108,770
NONOPERATING REVENUES (EXPENDITURES)							
DEBT SERVICE:							
INTEREST & FISCAL CHARGES	(44)	-	-	-	44	-	-
PRINCIPAL RETIREMENT	(973)	-	-	-	973	-	-
ISSUANCE COSTS	-	-	-	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-	-	-	-
INVESTMENT INCOME	9,650	4,500	4,500	16,477	6,827	11,977	11,977
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-
MISCELLANEOUS, NET	7,135	60	60	2,998	(4,138)	2,938	2,938
TOTAL NONOPERATING REVENUES (EXPENDITURES)	15,769	4,560	4,560	19,475	3,706	14,915	14,915
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	511,698	519,533	519,533	643,217	131,519	123,684	123,684
TRANSFERS IN	3,700	-	-	-	(3,700)	-	-
TRANSFERS OUT	(528,816)	(587,591)	(587,591)	(582,106)	(53,290)	5,485	5,485
TOTAL TRANSFERS IN/(OUT)	(525,116)	(587,591)	(587,591)	(582,106)	(56,990)	5,485	5,485
CHANGE IN NET POSITION DISTRIBUTION	(13,418)	(68,058)	(68,058)	61,111	74,529	129,169	129,169
WORKING CAPITAL BALANCE (1) (ESTIMATE FOR FY18)							
BEGINNING BALANCE	1,528,191	1,270,153	1,270,153	1,270,153	(258,038)	-	-
CHANGE IN NET POSITION DISTRIBUTION	(13,418)	(68,058)	(68,058)	61,111	74,529	129,169	129,169
CHANGE IN NET POSITION COMMODITY	(245,898)	31,372	31,372	37,505	283,403	6,133	6,133
ADJUSTMENTS: BUDGETARY TO CAFR BASIS	1,278	-	-	(2,328)	-	-	-
ENDING BALANCE	1,270,153	1,233,467	1,233,467	1,366,441	96,288	132,974	132,974

(1) Working Capital is a measure of liquidity in Enterprise Funds. Formula: Current Assets Net Restricted Cash from bond proceeds minus Current Liabilities

**CITY OF BRENHAM
FY19 BUDGET**

FUND 123 - GAS COMMODITY FUND FINANCIAL STATEMENT

IN \$	FY17	FY18		FY18	FY18 ACT FAV/(UNFAV) TO		
	ACTUAL	BUDGET (O)	BUDGET (A)	ACTUAL	PRIOR YR	BUDGET (O)	BUDGET (A)
OPERATING REVENUES							
CHARGES FOR SERVICES	1,413,911	1,731,031	1,731,031	1,689,137	275,226	(41,894)	(41,894)
TOTAL REVENUES	1,413,911	1,731,031	1,731,031	1,689,137	275,226	(41,894)	(41,894)
OPERATING EXPENDITURES							
COST OF SALES AND SERVICES	1,659,809	1,699,659	1,699,659	1,651,632	8,177	48,027	48,027
SALARIES	-	-	-	-	-	-	-
SUPPLIES	-	-	-	-	-	-	-
MAINTENANCE	-	-	-	-	-	-	-
CONTRACTUAL SERVICES	-	-	-	-	-	-	-
CAPITAL OUTLAY (INSTEAD OF DEPRECIATION)	-	-	-	-	-	-	-
GROSS REVENUE TAX	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL OPERATING EXPENDITURES	1,659,809	1,699,659	1,699,659	1,651,632	8,177	48,027	48,027
OPERATING INCOME (LOSS)	(245,898)	31,372	31,372	37,505	283,403	6,133	6,133
NONOPERATING REVENUES (EXPENDITURES)							
DEBT SERVICE:							
INTEREST & FISCAL CHARGES	-	-	-	-	-	-	-
PRINCIPAL RETIREMENT	-	-	-	-	-	-	-
ISSUANCE COSTS	-	-	-	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-	-	-	-
INVESTMENT INCOME	-	-	-	-	-	-	-
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-
MISCELLANEOUS, NET	-	-	-	-	-	-	-
TOTAL NONOPERATING REVENUES (EXPENDITURES)	-	-	-	-	-	-	-
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	(245,898)	31,372	31,372	37,505	283,403	6,133	6,133
TRANSFERS IN	-	-	-	-	-	-	-
TRANSFERS OUT	-	-	-	-	-	-	-
TOTAL TRANSFERS IN/(OUT)	-	-	-	-	-	-	-
CHANGE IN NET POSITION	(245,898)	31,372	31,372	37,505	283,403	6,133	6,133

CITY OF BRENHAM
FY18 RESULTS (BUDGETARY BASIS)

FUND 104 - WATER FUND FINANCIAL STATEMENT

IN \$	FY17	FY18		FY18	FY18 ACT FAV/(UNFAV) TO		
	ACTUAL	BUDGET (O)	BUDGET (A)	ACTUAL	PRIOR YR	BUDGET (O)	BUDGET (A)
OPERATING REVENUES							
CHARGES FOR SERVICES	4,360,072	4,184,940	4,184,940	4,259,708	(100,364)	74,768	74,768
TOTAL REVENUES	4,360,072	4,184,940	4,184,940	4,259,708	(100,364)	74,768	74,768
OPERATING EXPENDITURES							
COST OF SALES AND SERVICES	303,100	308,500	308,500	311,675	(8,575)	(3,175)	(3,175)
SALARIES	699,690	724,074	724,074	715,280	(15,590)	8,794	8,794
SUPPLIES	518,751	403,324	406,764	445,158	73,593	(41,834)	(38,394)
MAINTENANCE	220,181	189,041	189,041	200,630	19,552	(11,589)	(11,589)
CONTRACTUAL SERVICES	323,849	357,230	357,230	301,289	22,560	55,941	55,941
CAPITAL OUTLAY (INSTEAD OF DEPRECIATION)	364,633	1,024,730	1,021,290	853,433	(488,800)	171,297	167,857
GROSS REVENUE TAX	296,854	284,686	284,686	290,390	6,464	(5,704)	(5,704)
MISCELLANEOUS	22,249	30,620	30,620	33,284	(11,035)	(2,664)	(2,664)
TOTAL OPERATING EXPENDITURES	2,749,308	3,322,205	3,322,205	3,151,139	(401,831)	171,066	171,066
OPERATING INCOME (LOSS)	1,610,765	862,735	862,735	1,108,569	(502,196)	245,834	245,834
NONOPERATING REVENUES (EXPENDITURES)							
DEBT SERVICE:							
INTEREST & FISCAL CHARGES	(209,688)	(254,095)	(254,095)	(228,852)	(19,164)	25,243	25,243
PRINCIPAL RETIREMENT	(571,310)	(688,651)	(688,651)	(585,375)	(14,065)	103,276	103,276
ISSUANCE COSTS	(112,605)	(750)	(750)	(14,873)	97,732	(14,123)	(14,123)
INTERGOVERNMENTAL	63,830	275,000	275,000	237,932	174,102	(37,068)	(37,068)
INVESTMENT INCOME	10,035	2,800	2,800	19,723	9,688	16,923	16,923
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-
MISCELLANEOUS, NET	9,317	-	-	16,958	7,641	16,958	16,958
TOTAL NONOPERATING REVENUES (EXPENDITURES)	(810,422)	(665,696)	(665,696)	(554,487)	255,934	111,209	111,209
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	800,343	197,039	197,039	554,082	(246,261)	357,043	357,043
TRANSFERS IN	15,200	-	-	-	(15,200)	-	-
TRANSFERS OUT	(576,842)	(667,536)	(667,536)	(639,314)	(62,472)	28,222	28,222
TOTAL TRANSFERS IN/(OUT)	(561,642)	(667,536)	(667,536)	(639,314)	(77,672)	28,222	28,222
CHANGE IN NET POSITION	238,701	(470,497)	(470,497)	(85,232)	(323,933)	385,265	385,265
WORKING CAPITAL BALANCE (1) (ESTIMATE FOR FY18)							
BEGINNING BALANCE	1,155,862	1,488,370	1,488,370	1,488,370	332,508	-	-
CHANGE IN NET POSITION	238,701	(470,497)	(470,497)	(85,232)	(323,933)	385,265	385,265
ADJUSTMENTS BUDGETARY TO CAFR BASIS	93,807	-	-	206,949	113,142	206,949	206,949
ENDING BALANCE	1,488,370	1,017,873	1,017,873	1,610,087	121,717	592,214	592,214

(1) Working Capital is a measure of liquidity in Enterprise Funds. Formula: Current Assets Net Restricted Cash from bond proceeds minus Current Liabilities

CITY OF BRENHAM
FY18 RESULTS (BUDGETARY BASIS)

FUND 105 - WASTEWATER FUND FINANCIAL STATEMENT

IN \$	FY17	FY18		FY18	FY18 ACT FAV/(UNFAV) TO		
	ACTUAL	BUDGET (O)	BUDGET (A)	ACTUAL	PRIOR YR	BUDGET (O)	BUDGET (A)
OPERATING REVENUES							
CHARGES FOR SERVICES	3,788,837	3,666,068	3,786,348	3,966,833	177,996	300,765	180,485
TOTAL REVENUES	3,788,837	3,666,068	3,786,348	3,966,833	177,996	300,765	180,485
OPERATING EXPENDITURES							
SALARIES	432,828	528,156	528,156	530,568	(97,740)	(2,412)	(2,412)
SUPPLIES	166,648	157,348	157,348	165,284	1,364	(7,936)	(7,936)
MAINTENANCE	229,161	281,700	334,635	318,649	(89,488)	(36,949)	15,986
CONTRACTUAL SERVICES	555,520	601,441	601,441	629,599	(74,079)	(28,158)	(28,158)
CAPITAL OUTLAY (INSTEAD OF DEPRECIATION)	331,973	247,568	298,634	242,597	89,377	4,971	56,037
GROSS REVENUE TAX	255,127	249,720	265,998	265,998	(10,871)	(16,278)	-
MISCELLANEOUS	27,631	32,964	32,964	36,596	(8,965)	(3,632)	(3,632)
TOTAL OPERATING EXPENDITURES	1,998,887	2,098,897	2,219,176	2,189,290	(190,403)	(90,393)	29,886
OPERATING INCOME (LOSS)	1,789,950	1,567,171	1,567,172	1,777,543	(12,407)	210,372	210,371
NONOPERATING REVENUES (EXPENDITURES)							
DEBT SERVICE:							
INTEREST & FISCAL CHARGES	(196,117)	(169,782)	(169,782)	(170,733)	25,384	(951)	(951)
PRINCIPAL RETIREMENT	(1,140,533)	(1,254,971)	(1,254,971)	(1,252,472)	(111,939)	2,499	2,499
ISSUANCE COSTS	-	-	-	(18,400)	(18,400)	(18,400)	(18,400)
INTERGOVERNMENTAL	21,380	-	-	10,293	(11,087)	10,293	10,293
INVESTMENT INCOME	14,718	4,491	4,491	32,392	17,675	27,901	27,901
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-
MISCELLANEOUS, NET	22,512	14,300	14,300	17,604	(4,908)	3,304	3,304
TOTAL NONOPERATING REVENUES (EXPENDITURES)	(1,278,041)	(1,405,962)	(1,405,962)	(1,381,316)	(103,275)	24,646	24,646
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	511,909	161,209	161,210	396,227	(115,682)	235,018	235,017
TRANSFERS IN	6,000	-	-	-	(6,000)	-	-
TRANSFERS OUT	(345,925)	(398,078)	(398,078)	(382,732)	(36,807)	15,346	15,346
TOTAL TRANSFERS IN/(OUT)	(339,925)	(398,078)	(398,078)	(382,732)	(42,807)	15,346	15,346
CHANGE IN NET POSITION	171,984	(236,869)	(236,868)	13,495	(158,489)	250,364	250,363
WORKING CAPITAL BALANCE (1) (ESTIMATE FOR FY18)							
BEGINNING BALANCE	604,892	689,307	689,307	689,307	84,415	-	-
CHANGE IN NET POSITION	171,984	(236,869)	(236,868)	13,495	(158,489)	250,364	250,363
ADJUSTMENTS: BUDGETARY TO CAFR BASIS	(87,569)	-	-	(42,595)	44,974	(42,595)	(42,595)
ENDING BALANCE	689,307	452,438	452,439	660,207	(29,100)	207,769	207,768

(1) Working Capital is a measure of liquidity in Enterprise Funds. Formula: Current Assets Net Restricted Cash from bond proceeds minus Current Liabilities

CITY OF BRENHAM
FY18 RESULTS (BUDGETARY BASIS)

FUND 106 - SANITATION FUND FINANCIAL STATEMENT

IN \$	FY17	FY18		FY18	FY18 ACT FAV/(UNFAV) TO		
	ACTUAL	BUDGET (O)	BUDGET (A)	ACTUAL	PRIOR YR	BUDGET (O)	BUDGET (A)
OPERATING REVENUES							
CHARGES FOR SERVICES	3,451,489	3,395,718	3,472,153	3,483,031	31,541	87,313	10,878
TOTAL REVENUES	3,451,489	3,395,718	3,472,153	3,483,031	31,541	87,313	10,878
OPERATING EXPENDITURES							
SALARIES	685,090	717,859	717,859	689,043	(3,953)	28,816	28,816
SUPPLIES	242,127	231,250	270,569	286,516	(44,389)	(55,266)	(15,946)
MAINTENANCE	175,116	135,200	135,200	165,094	10,022	(29,894)	(29,894)
CONTRACTUAL SERVICES	1,603,924	1,593,645	1,650,943	1,610,201	(6,277)	(16,556)	40,742
CAPITAL OUTLAY (INSTEAD OF DEPRECIATION)	201,739	414,000	394,578	371,470	(169,730)	42,530	23,108
GROSS REVENUE TAX	59,820	59,335	59,335	60,736	(916)	(1,401)	(1,401)
MISCELLANEOUS	18,577	20,163	20,163	26,465	(7,889)	(6,302)	(6,302)
TOTAL OPERATING EXPENDITURES	2,986,393	3,171,452	3,248,648	3,209,525	(223,132)	(38,073)	39,123
OPERATING INCOME (LOSS)	465,097	224,266	223,505	273,506	(191,591)	49,240	50,001
NONOPERATING REVENUES (EXPENDITURES)							
DEBT SERVICE:							
INTEREST & FISCAL CHARGES	(77)	(14,280)	(14,280)	(14,280)	(14,203)	0	0
PRINCIPAL RETIREMENT	(1,698)	(80,877)	(80,877)	(80,877)	(79,178)	0	0
ISSUANCE COSTS	-	-	-	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-	-	-	-
INVESTMENT INCOME	8,364	1,656	1,656	10,319	1,956	8,663	8,663
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-
MISCELLANEOUS, NET	22,940	169,627	170,389	146,502	123,562	(23,125)	(23,887)
TOTAL NONOPERATING REVENUES (EXPENDITURES)	29,529	76,126	76,888	61,665	32,136	(14,461)	(15,223)
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	494,625	300,392	300,393	335,171	(159,454)	34,779	34,779
TRANSFERS IN	21,300	-	-	-	(21,300)	-	-
TRANSFERS OUT	(388,647)	(426,858)	(426,858)	(425,258)	(36,611)	1,600	1,600
TOTAL TRANSFERS IN/(OUT)	(367,347)	(426,858)	(426,858)	(425,258)	(57,911)	1,600	1,600
CHANGE IN NET POSITION	127,278	(126,466)	(126,466)	(90,087)	(217,365)	36,379	36,379
WORKING CAPITAL BALANCE (1) (ESTIMATE FOR FY18)							
BEGINNING BALANCE	1,012,737	1,052,493	1,052,493	1,052,493	39,756	-	-
CHANGE IN NET POSITION	127,278	(126,466)	(126,466)	(90,087)	(217,365)	36,379	36,379
ADJUSTMENTS: BUDGETARY TO CAFR BASIS	(87,522)	-	-	(200)	87,322	(200)	(200)
ENDING BALANCE	1,052,493	926,027	926,028	962,206	(90,287)	36,179	36,179

(1) Working Capital is a measure of liquidity in Enterprise Funds. Formula: Current Assets Net Restricted Cash from bond proceeds minus Current Liabilities



AGENDA ITEM 6

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 14, 2019	
DEPT. OF ORIGIN: Administration/Police Dept.	SUBMITTED BY: Jeana Bellinger/Allwin Barrow	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discussion and Presentation Related to the Amendment of Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham		
SUMMARY STATEMENT: Since 2016, I have been working with staff on rewriting Chapter 5, Animal & Fowl, in the City's Code of Ordinances. According to my research, this Chapter was first codified into the City's code back in 1998 and has only had one minor update since then. 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. During Work Session staff will give the City Council a detailed overview of the new ordinance. After Work Session the first reading of this ordinance will be presented for Council's approval. If you have any questions about anything contained the draft ordinance, please don't hesitate to contact myself for Chief Barrow prior to the meeting.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Slides from presentation to be given to City Council during Work Session		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: No action – discussion only.		
APPROVALS: James Fisher		

CHAPTER 5 ANIMAL & FOWL

Presentation to City Council
January 17, 2019

History of Animal Ordinance

- Authority to regulate animals since the Charter of 1894
- Codified into the Code of Ordinances in 1998 as Chapter 5, Animal and Fowl
- A few situation-specific ordinances adopted between 1920 and 2014

Changes on the Way



- Started this process in 2016
- Complete re-write of current Chapter 5
- New ordinance contains 9 Articles; current ordinance has only 3

Article I – General



- Expanded definitions
- Running at large
- Restraining of animals
- Exemption for youth projects (FFA, 4-H, County Fair)
- Unabated nuisances
- Animals left in hot vehicle or trailer

Article I – General (Cont.)

- Transporting animals in open bed trailers or trucks
- Inhumane treatment of animals prohibited
- Private animal sales
- Animals prohibited in the City limits
- Animals prohibited in City facilities
- Penalty provision

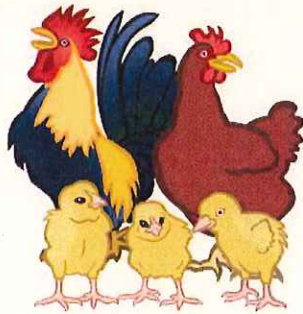


Article II - Livestock

- Head per acre limitation
- Proximity to public buildings
- Cleanliness of enclosures
- Impoundment
- Disposition of impounded livestock
- Restrictions for rabbits
- Hogs prohibited



Article III – Birds & Fowl



- Running at large
- Limitations on number kept
- Proximity to public buildings
- Maintenance and cleanliness of enclosures

Article IV – Domestic Bees

- This ordinance was adopted by the City Council in 2012 at the request of a local beekeeping association
- At this time, no changes are being recommended
- This ordinance is currently in Chapter 12 of the Code; it will be relocated to this Chapter

Article V – Dogs & Cats

- Licensing
 - *Dogs and cats over four (4) months of age*
 - *Unaltered Pet License (not spayed/neutered)*
 - *Altered Pet License (spayed/neutered)*
- Multi-Animal Permit
- Guard Dogs

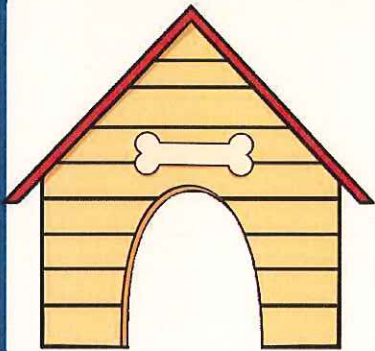


Article VI – Rabies Enforcement

- Chapter 826 of the Texas Health and Safety Code
- Designation of Local Rabies Control Authority
- Required vaccinations
- Reporting of bite & rabies cases
- Quarantine regulations
- Disposition of quarantined animals



Article VII – Impoundment and Disposition



- Rules of impoundment
- Redemption of impounded animals
- Owner responsibilities
- Disposition of impounded animals

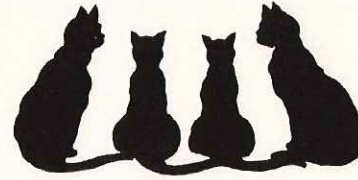


Article VIII – Dangerous Dogs

- Nuisance
- Dangerous dog defined
- Dangerous dog determination
- Requirements for owner of dangerous dog
- Compliance hearing
- Dangerous dog registration



Article IX – Community Cat Colonies



- Establishment
- Requirements for feral cats
- Recordkeeping requirements
- Enforcement for cat colonies

Next Step...Going Forward

- Any changes discussed today will be incorporated into the ordinance prior to 2nd reading on February 7, 2019
- A revised fee schedule will also be brought to Council for consideration on February 7, 2019

Questions....





AGENDA ITEM 7

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 14, 2019
DEPT. OF ORIGIN: Administration/Police Dept.	SUBMITTED BY: Jeana Bellinger/Allwin Barrow
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☒ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham	
SUMMARY STATEMENT: As discussed in work session, this is the ordinance rewriting Chapter 5, Animal & Fowl, in the City's Code of Ordinances. The new ordinance addresses new 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.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Ordinance for first reading of Chapter 5, Animal & Fowl	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Chapter 5, Animal and Fowl, of the Code of Ordinances of the City of Brenham	
APPROVALS: James Fisher	

ORDINANCE NO. _____

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 tether 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 familiaris.

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.

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 dyes or colors chicks, ducks or rabbits;
4. A person sells, gives away, delivers, trades or barter, 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 or 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, ferrets, 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. Chiroptera (bats);
 - h. Edentata (such as sloths, anteaters, and armadillo);
 - i. Proboscidea (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, 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, turkeys, geese, ducks, or any combination of such or other fowl. It shall be unlawful for any enclosures in which chickens, 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, 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, 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) Lime 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 ($\frac{1}{4}$) acre or less tract size—Two (2) colonies;
 - (2) More than one-quarter ($\frac{1}{4}$) acre but less than one-half ($\frac{1}{2}$) acre tract size—Four (4) colonies;
 - (3) More than one-half ($\frac{1}{2}$) 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-eighths ($9 \frac{5}{8}$) 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 or cat 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 or cat, 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, stolen, or transferred to another owner before the sterilization date, the adopter must provide documentation to the animal control authority stating, that the animal is lost or stolen and a police report verifying the report of theft, or the identity of the new owner if transferred. The letter shall 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. 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 a 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 January 2019.

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

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 8

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 11, 2019
DEPT. OF ORIGIN: Human Resources	SUBMITTED BY: Susan Nienstedt
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☒ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-19-003 Amending the City of Brenham Human Resources Policy Manual	
SUMMARY STATEMENT: Our current policy manual was last revised in September 2015. Several revisions and additions are necessary to be consistent with regulations and city procedures and practices. The Human Resource policy manual is presented today for approval by resolution on January 17, 2019.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Memo to City Council; and (2) Resolution No. R-19-003	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: Approval of Resolution No. R-19-003 Amending the Human Resources Policy Manual effective January 17, 2019	
APPROVALS: James Fisher	



MEMORANDUM

To: Mayor and Council

From: Susan Nienstedt
Human Resources Director

Subject: Human Resources Policy Update

Date: January 11, 2019

The current City of Brenham Human Resources Policy Manual was last updated in September 2015. We strive to keep our policies consistent with regulation and other municipalities by revising our policy manual continuously.

The updates and revisions in this version of the HR Policy Manual were discussed during the work session on January 10, 2019. Several revisions were made to correct wording to be consistent with health care regulations, as well as changes to match the City's current procedures and practices. I am including the list of revisions discussed in the work session last week. In addition, we have added a Nursing Mothers Policy in accordance with State and Federal regulations.

- Education Reimbursement Assistance Program
- Travel Expense Reimbursement Policy
- Attendance and Work Hours (defined actively at work)
- Confidential Information (use of personal devices for City business)
- Outside or Self-Employment
- Sexual and Other Unlawful Harassment
- Social Media Policy
- Residency Requirement
- Long Term Absence
- Sick Leave (donations of sick leave)
- Vacation (carryover deadline and compensation of a portion of vacation time)
- Nursing Mothers Policy

The policy revisions and additions were reviewed and revised by City Attorney, Cary Bovey, our leadership team, and our employee committee.

RESOLUTION NO. R-19-003

A RESOLUTION APPROVING AMENDMENTS TO THE CITY OF BRENHAM HUMAN RESOURCES POLICY MANUAL

WHEREAS, the Brenham City Council desires to establish certain policies and provide direction for certain matters affecting employment, employees, and related benefits; and

WHEREAS, the City of Brenham Human Resources Policy Manual was adopted by City Council on September 3, 2015 with the passage of Resolution No. R-15-022; and

WHEREAS, since that time, the need to adopt or amend several policies has arisen, new laws affecting personnel matters have been enacted and the current Human Resources Policy Manual is in need of updating and revision; and

WHEREAS, City staff has prepared revisions to the Human Resources Policy Manual which update the policies to reflect current law and practices; and

WHEREAS, it is in the best interest of the City of Brenham to adopt such revisions and amendments to the Human Resources Policy Manual; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Brenham, Texas as follows:

Section 1: That the recitals set forth above are incorporated herein for all purposes as if fully set forth in the body of this Resolution.

Section 2: That the City Council of the City of Brenham hereby adopts the revisions and amendments as set for the in the revised Human Resources Policy Manual for the City of Brenham attached hereto as “Exhibit A” and incorporated herein for all purposes.

Section 3: That this Resolution shall be in full force and effect after its passage and approval according to law.

PASSED and APPROVED this the 17th day of January, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A



City of Brenham
Human Resources
Policy Manual

Effective
January 17, 2019

The City of Brenham Human Resources Policy Manual was not ready for distribution at the time agenda packets were prepared. It will be sent to the City Council under separate cover prior to the meeting. It will also be available in the City Secretary's Office for review.



AGENDA ITEM 9

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 8, 2019															
DEPT. OF ORIGIN: Aquatic Center	SUBMITTED BY: Tammy Jaster/Kelsey Toy															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: 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																
SUMMARY STATEMENT: 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 TPWD mission oriented outdoor activities. Staff recommends the City apply for the Community Outdoor Outreach Program grant in order to be able to offer Angler Education Week. The CO-OP grant is a reimbursement grant offered by TPWD. The BBAC would be asking TPWD for funds in the amount of \$8,297.00 to cover costs for basic supplies, refreshments, and activity supplies. (Budget request is outlined in the Angler Education Week Proposal). For the last twelve years, the Blue Bell Aquatic Center hosts an annual KidFish event that we offer free to the community. Over the last few years, we have noticed that we are getting more kids that have little to no knowledge of how to fish. We do our best to help, but with so many people and a limited number of staff and volunteers, we are not able to give the kids the attention they need to learn. Through the CO-OP grant, the City will be able to offer these kids a chance to explore all there is to fishing sparking interest in the outdoor. We are excited about this opportunity to receive funds to begin Angler Education Week. Our goal is to have the Angler Education Week October 7 th – 11 th leading straight into KidFish on October 12 th . We would like to ask council to consider approving staff to move forward with this grant.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: We will be able to bring an educational class to our youth, with little to no cost to the City. B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																

ATTACHMENTS: (1) Resolution No. R-19-004; and (2) Angler Education Week Proposal
FUNDING SOURCE (Where Applicable): Texas Parks and Wildlife CO-OP Grant
RECOMMENDED ACTION: 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
APPROVALS: James Fisher

RESOLUTION NO. R-19-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE SUBMISSION OF A GRANT THROUGH THE TEXAS PARKS AND WILDLIFE DEPARTMENT'S COMMUNITY OUTDOOR OUTREACH PROGRAM (CO-OP) GRANT PROGRAM FOR ANGLER EDUCATION WEEK AT THE BLUE BELL AQUATIC CENTER

WHEREAS, the Texas Parks and Wildlife Department has made available and offered state financial aid monies for the propose of funding the Angler Education Week; and

WHEREAS, the City of Brenham wishes to participate in the aforementioned state financial aid grant; and

WHEREAS, the City of Brenham acknowledges and accepts the state financial aid grant in the amount of \$8,297.00 (contingent upon receiving the grant); and

WHEREAS, the City of Brenham acknowledges and approves in-kind contributions in the amount of \$1,434.88; and

WHEREAS, the City of Brenham acknowledges the program implementation date cannot begin until funding is approved on or around May 1, 2019 and must be completed in approximately one (1) year; and

THEREFORE BE IT RESOLVED, that the City Council of the City of Brenham does hereby formally authorize this Resolution and execution of the Angler Education Week Grant as determined by Texas Parks and Wildlife Department; and

FUTHER BE IT RESOLVED, that the City of Brenham Mayor, Milton Y. Tate, Jr., is hereby authorized to sign this Resolution and execute the above referenced Grant as the act and deed of the City of Brenham.

THE FORGOING RESOLUTION was lawfully moved by _____, duly seconded by _____, and duly adopted by the City of Brenham on a vote of _____ members of motion and _____ opposed.

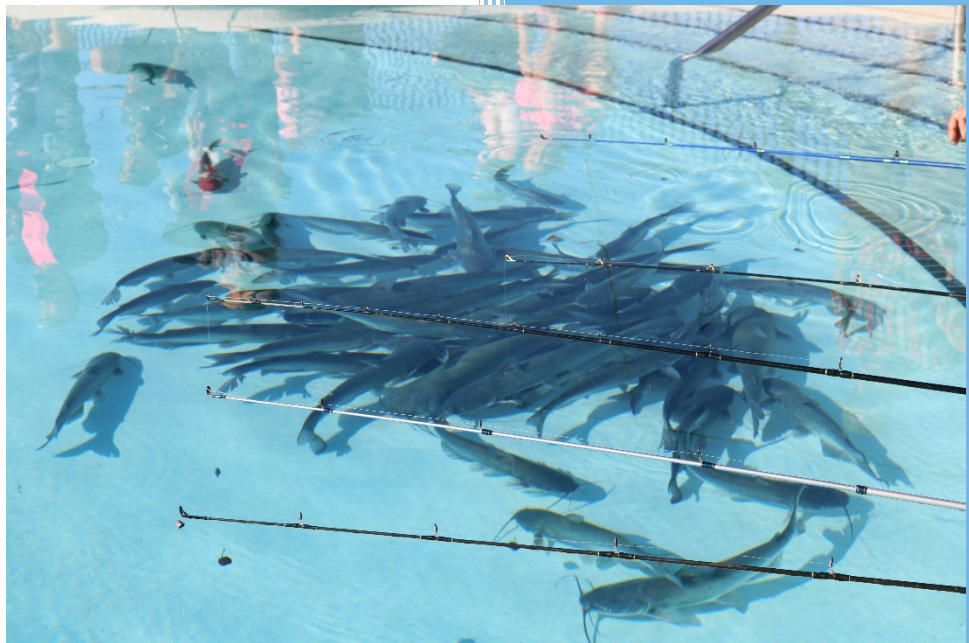
ATTEST:

Milton Y. Tate, Jr., Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

2019

Angler Education Week



Kelsey Toy

City of Brenham Blue Bell Aquatic Center

Contents

Angler Education Week..... 3

 Concept 3

 Summary 3

 Attendees 3

 Goals..... 3

Agenda 4

 Monday, October 7th 4

 Fish Education 4

 Tuesday, October 8th 4

 Rod & Reel Education..... 4

 Wednesday, October 9th 4

 Boating Education 4

 Thursday, October 10th..... 4

 Lures, Bait and Cast..... 4

 Friday, October 11th 4

 Fish and Filleting..... 4

Budget 5

Angler Education Week

Concept

Name: Angler Education Week

Location: Blue Bell Aquatic Center

Dates: October 7 – 11, 2019

Times: 4:00pm – 6:00pm each day

Summary

With so much of our youth staying inside and glued to their TV's and electronics we would like to take this opportunity to reach out and begin to educate some local kids the fun, inexpensive and entry-level outdoor sport of fishing.

Fishing is an amazing sport that teaches more than just how to catch a fish.

- It teaches kids about patience.
- It lets them experience nature and allows them to see why it is so important to preserve it
- To top it all off, fishing is a lot of fun and satisfying especially when you reel in that "big catch".

Attendees

We are looking to team up with the Boys and Girls Club of Washington County. These kids are school-aged kids and many have never had the opportunity to fish.

Goals

During this week, we aim to teach each of these children some of the basics that they need in order to fish. The children will learn:

- different kinds of fish and their natural habitat
- typical fish we see in this area
- fishing poles
 - different types
 - what a rod and reel is
 - how to use one properly
 - how to prepare for use
- Bait/lures
 - What is the best bait/lures to use
 - How to make your own lure
- What to do with fish once you catch it

Agenda

Monday, October 7th

Fish Education

We will go over:

- Different types of fish.
- What kind of bodies of water the fish are found in.
- The proper bait/lure you would use to catch them.

Tuesday, October 8th

Rod & Reel Education

We will go over:

- Different kinds of rods and reels.
- How to wind a reel with fishing line.
- How to thread the line through the pole.
- How to tie a knot so the hook or lure does not come off.

Wednesday, October 9th

Boating Education

We will go over:

- basic boating terms
- boating safety
- the importance of wearing a life jacket
- Show them how to put a life jacket on properly.

We are hoping to get either the game warden or Washington County Ag Extension out here to do some hands on with a boat.

Thursday, October 10th

Lures, Bait and Cast

We will:

- Teach them about different bait and lures.
- Show them how to bait a hook.
- Teach them how to cast.
- Show them how they can make their own lure.

Friday, October 11th

Fish and Filleting

We will:

- Fill the outdoor pool with catfish so the kids can see how the fish swim in schools.
- Team up with our local Elks Lodge for fish filleting demonstrations.

Budget

Total Expenses	\$9,731.88
City Match (Volunteer Hours & Free Visits)	\$1,434.88
TPWD CO-OP Grant	\$8,297.00

Staff	Cost	Description
Full Time Staff	\$760.00	Staff 1: 20 hours @ \$21.00/hour; Staff 2: 20 hours @ \$17/hour
Part Time Staff	\$510.00	4 part time staff/Day 3 hours each per day, average of \$8.50/hour
Volunteers	\$1,034.88	14 Volunteers for 3 hours/each (2 BHS Anglers/Day & 4 Elks) (considered to be the City Match)
Maintenance	\$102.00	2 Maintenance Staff 3 hours each @ \$17.00/hour
Total	\$2,406.88	

Basics	Cost	Description
Signs	\$600.00	(4) A Frame @ \$150/each
3 Tents	\$375.00	(3) Ozark Trail 12' x 12' Instant Canopy \$114/each
Staff/Volunteer Shirts	\$1,000.00	
Bass Stress Fish	\$550.00	
Total	\$2,525.00	

Refreshments	Cost	Description
Soda/Gatorade	\$300.00	(3) cases of Gatorade @ 25.38; (10) Cases of Soda @ \$20.31
Water	\$50.00	(20) 24 pack Water @ \$2.48
Total	\$350.00	

Activity Supplies	Cost	Description
First Aid	\$25.00	Pamphlets and first aid supplies
Knot Tying	\$25.00	Pamphlets and fishing line
Fish Education	\$100.00	Pamphlets & Posters
DIY Lures	\$500.00	
Fish	\$1,800.00	600lbs of fish @ \$3.00/lb.
Life Jackets	\$300.00	(20) Life Jackets in variety of sizes average \$15/each
Fishing Poles	\$600.00	(30) @ \$20
Tackle Boxes	\$150.00	(10) @ \$15
Bait	\$200.00	(10) Baby Crawlers @ 3.53; (10) Big Red Worms @ \$2.97, (10) Magic Bait @ \$3.79, (10) Magic Bait @ \$8.19
Fishing Line	\$125.00	(8) 150 yard, 30lb rolls @ \$12.84
Hooks	\$225.00	(50) 10 pack hooks @ \$3.94
Free BBAC visit prizes	\$400.00	100 free daily visit prizes (considered to be the City Match)
Total	\$4,450.00	



AGENDA ITEM 10

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 11, 2019
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Lori Sanguedolce/Kim Hodde
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon 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	
SUMMARY STATEMENT: Brazos Exec Air, Inc. currently has a lease agreement for 2903 Aviation Way. They are in the process of selling the hangar to another company. The prospective buyer of the hangar requested Brazos Exec. Air to have their existing ground lease increased to the 30 years for tax purposes. The tax regulations requires the ground lease be 30 years at the time of purchase for potential tax benefits. This lease agreement will replace the existing lease in its entirety. Once the sale has taken place, the lease with Brazos Exec Air will be terminated and a new lease will be executed with the new owner. The lease with the new owner will increase the ground lease area from 15,000 SF to 17,000 SF. 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. The original lease rate increase was up to \$.02/sf every five years. This is a change the City's proposing for all future ground leases.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Ground Space Lease Agreement for 2903 Aviation Way	
FUNDING SOURCE (Where Applicable):	

RECOMMENDED ACTION: 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

APPROVALS: James Fisher

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH BRAZOS EXEC AIR, INC.

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 BRAZOS EXEC AIR, INC., 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 five years shall be eight (\$.08) cents per square foot per year for 15,000 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. On the annual anniversary date (January 1st of each year), the rent shall adjust to the prevailing rate at that time, not to exceed an increase of two (\$.02) cents per square foot per year.

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. NONDISCRIMINATION/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 uses, 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 NO/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 January, 2019.

CITY OF BRENHAM (LESSOR)

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

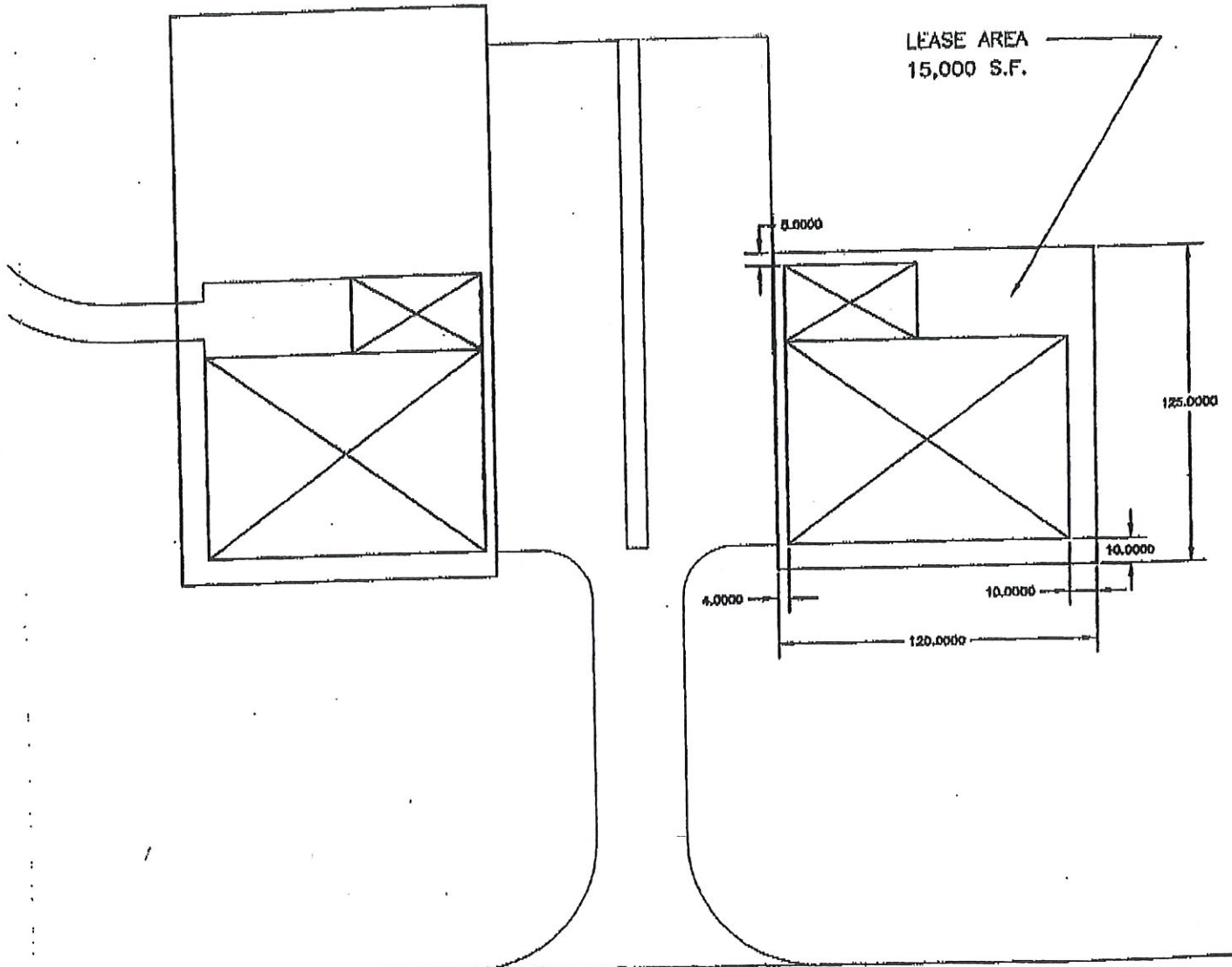
ATTEST:

Jeana Bellinger, City Secretary

BRAZOS EXEC AIR, INC (LESSEE)

Jeff Davis, President and Corporate Secretary
Brazos Exec Air, Inc.
P.O. Box 347
Burton, Texas 77835

EXHIBIT "A"





AGENDA ITEM 11

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 10, 2019	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Stephanie Doland	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☒ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon 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)		
SUMMARY STATEMENT: The Brenham City Council held a Public Hearing concerning this item on December 13, 2018. During the Council meeting the item was postponed for consideration by the Council during a meeting in January 2019. The proposed 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. 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). The arterial setback will remain at 25 feet and the collector is proposed to be 15 feet. Attached are copies of the original draft ordinance, as presented during the Public Hearing on December 13, 2018, and the revised draft ordinance, as recommended by staff for your approval. No public comments were made during the Public Hearing. On Monday, November 26, 2018, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the request.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Approving the proposed amendment will allow all setback requirements for property in the City of Brenham to be defined in the same section of the Code of Ordinances and will improve consistency and clarity of development requirements in Brenham. B. CONS:		

ALTERNATIVES (In Suggested Order of Staff Preference): 1. Approve the proposed amendment; 2. Approve the proposed amendment with modifications, which may require rescheduling the request for consideration on a future City Council meeting agenda; 3. Deny the proposed text amendment.
ATTACHMENTS: (1) Ordinance as proposed by staff for adoption on 1st reading; and (2) Original draft Ordinance presented to Council during a Public Hearing on December 13, 2018
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: 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)
APPROVALS: James Fisher

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING CHAPTER 23 – “SUBDIVISIONS” OF THE CODE OF ORDINANCES BY AMENDING SECTION 23-22(1) – LOTS ON ARTERIAL AND COLLECTOR STREETS.

WHEREAS, the City of Brenham Code of Ordinances, Chapter 23, Subdivisions, provides for standards and regulations regarding subdivisions within the corporate boundaries of the City of Brenham; and

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

WHEREAS, the City Council deems it appropriate to grant the amendments to Chapter 23 – “Subdivisions” of the Code of Ordinances.

BE IT ORDAINED BY THE CITY OF BRENHAM, TEXAS THAT CHAPTER 23 – “SUBDIVISIONS” OF THE CODE OF ORDINANCE OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1

That Chapter 23 – “Subdivisions” of the Code of Ordinances of the City of Brenham, Texas Section 23-22 – Design Principles for Lots, is hereby amended to read as follows:

Section 23-22. – Design Principles for Lots.

All residential lots within the city and its extraterritorial jurisdiction shall conform to the general provisions provided below:

- (1) *Lots on arterial and collector streets.* Building setback lines for property located within the City of Brenham are established in Appendix A – Zoning. For property located in the City of Brenham extraterritorial jurisdiction (ETJ) the building setback line shall not be closer than twenty-five (25) feet from the side of a lot which abuts ~~a collector or~~ an arterial street and not closer than fifteen (15) feet from the side of a lot which abuts a collector street.
- (2) *Lot width.* The lot width is the average of the front and rear lot dimensions.
- (3) *Lot shape.* Lots should be rectangular insofar as practicable, except as permitted for cluster housing. Sharp angles between lot lines should be avoided. The ratio of depth to width

should not ordinarily exceed two and one-half (2½) to one, except as provided for townhome lots and cluster housing.

- (4) *Lot lines.* Side lot lines should be perpendicular or radial to street frontage and the following note may be used in lieu of bearings: "All side lot lines are either perpendicular or radial to street frontage unless otherwise noted."
- (5) *Lot facing:*
 - a. *Street frontage.* Each lot shall be provided with adequate access to an existing or proposed public street by frontage on such street.
 - b. *Double frontage.* Double front lots are prohibited except when backing on arterial streets.
 - c. *Front facing.* Wherever feasible, each lot should face the front of a similar lot across the street. In general, an arrangement placing adjacent lots at right angles to each other should be avoided.
- (6) *Lot numbering.* All lots are to be numbered consecutively within each block. Lot numbering may be cumulative throughout the subdivision if the numbering continues from block to block in a uniform manner that has been approved on an overall preliminary plat.
- (7) *Driveway restrictions.* Rear and side driveway access to arterial streets shall be prohibited.

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 17th day of January 2019.

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

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING CHAPTER 23 – “SUBDIVISIONS” OF THE CODE OF ORDINANCES BY REMOVING SECTION 23-22(1) – LOTS ON ARTERIAL AND COLLECTOR STREETS – AND RENUMBERING SUBSEQUENT SECTIONS.

WHEREAS, the City of Brenham Code of Ordinances, Chapter 23, Subdivisions, provides for standards and regulations regarding subdivisions within the corporate boundaries of the City of Brenham; and

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

WHEREAS, the City Council deems it appropriate to grant the amendments to Chapter 23 – “Subdivisions” of the Code of Ordinances.

BE IT ORDAINED BY THE CITY OF BRENHAM, TEXAS THAT CHAPTER 23 – “SUBDIVISIONS” OF THE CODE OF ORDINANCE OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1

That Chapter 23 – “Subdivisions” of the Code of Ordnnances of the City of Brenham, Texas Section 23-22 – Design Principles for Lots, is hereby amended to read as follows:

Section 23-22. – Design Principles for Lots.

All residential lots within the city and its extraterritorial jurisdiction shall conform to the general provisions provided below:

- ~~(1) Lots on arterial and collector streets. The building setback line shall not be closer than twenty-five (25) feet from the side of a lot which abuts a collector or an arterial street.~~
- ~~(2)~~ (1) *Lot width.* The lot width is the average of the front and rear lot dimensions.
- ~~(3)~~ (2) *Lot shape.* Lots should be rectangular insofar as practicable, except as permitted for cluster housing. Sharp angles between lot lines should be avoided. The ratio of depth to width should not ordinarily exceed two and one-half (2½) to one, except as provided for townhome lots and cluster housing.

- ~~(4)~~ (3) *Lot lines.* Side lot lines should be perpendicular or radial to street frontage and the following note may be used in lieu of bearings: "All side lot lines are either perpendicular or radial to street frontage unless otherwise noted."
- ~~(5)~~ (4) *Lot facing:*
- a. *Street frontage.* Each lot shall be provided with adequate access to an existing or proposed public street by frontage on such street.
 - b. *Double frontage.* Double front lots are prohibited except when backing on arterial streets.
 - c. *Front facing.* Wherever feasible, each lot should face the front of a similar lot across the street. In general, an arrangement placing adjacent lots at right angles to each other should be avoided.
- ~~(6)~~ (5) *Lot numbering.* All lots are to be numbered consecutively within each block. Lot numbering may be cumulative throughout the subdivision if the numbering continues from block to block in a uniform manner that has been approved on an overall preliminary plat.
- ~~(7)~~ (6) *Driveway restrictions.* Rear and side driveway access to arterial streets shall be prohibited.

SECTION 2.

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

PASSED and **APPROVED** on its first reading this the ____ day of _____, 2018.

PASSED and **APPROVED** on its second reading this the ____ day of _____, 2018.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 12

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 10, 2019
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Stephanie Doland
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☒ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon 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)	
SUMMARY STATEMENT: The Brenham City Council held a Public Hearing concerning this item on December 13, 2018. During the Council meeting the item was postponed for consideration by the Council during a meeting in January 2019. 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. 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. The proposed ordinance redlines are reflected in the enclosed staff report. No public comments were made during the Public Hearing. On Monday, November 26, 2018, after conducting a Public Hearing, the Planning and Zoning Commission upheld the staff recommendation when they voted unanimously to recommend approval of the request.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference): 1. Approve the proposed amendment, as recommended by the Planning and Zoning Commission; 2. Approve the proposed amendment with modifications, which may require rescheduling the request for consideration on a future City Council meeting agenda;	

3. Deny the proposed text amendment.
ATTACHMENTS: (1) Staff Report to the Planning and Zoning Commission; and (2) Ordinance
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: 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)
APPROVALS: James Fisher



CASE NUMBER P-18-026 TEXT AMENDMENT

REQUEST:

This is a request by the City of Brenham to amend the City of Brenham's Code of Ordinances, Chapter 23 – Subdivisions, Section 23-22(1) to remove the 25' minimum building setback for lots that abut a collector or arterial street and to re-establish setback requirements for property adjacent to major thoroughfares in Appendix A, Part II, Division 1, Section 17.

BACKGROUND:

The City has established building setback lines for all property within the City and ETJ to help preserve open space, prevent overcrowding, and reduce the risk of conflagration between structures. In addition to established setbacks in Appendix A – Zoning of the Brenham Code of Ordinances, the City's subdivision ordinance currently states the following:

Section 23-22 (1): Lots on arterial and collector streets. The building setback line shall not be closer than twenty-five (25) feet from the side of a lot which abuts a collector or an arterial street.

In the past three years (2015-2018) the Development Services Department has processed four variance requests to this particular section of the ordinance. Because setback standards adjacent to arterial and collector streets are established in addition to the zoning ordinance, a variance to the established setback lines on property adjacent to arterials and collectors must be considered by the Board of Adjustment, Planning and Zoning Commission, and City Council. Typically, setback variance requests or special exceptions (when not adjacent to a collector or arterial roadway) are only considered by the Board of Adjustment and do not require an ordinance amendment for approval.

In an effort to remain consistent in the review of all setback requests, staff finds that relocating language about setbacks from the subdivision ordinance to the zoning ordinance will allow the Board of Adjustment to consider all requests pertaining to setback variances.

PROPOSED AMENDMENT:

Chapter 23 – Subdivisions, delete and renumber subsequent sections:

~~Section 23-22 (1): Lots on arterial and collector streets. The building setback line shall not be closer than twenty-five (25) feet from the side of a lot which abuts a collector or an arterial street.~~

Appendix A – Zoning, insert the following language in Appendix A, Part 2, Division 1:

Section 17.05: Lots on arterial streets. The building setback line shall not be closer than twenty-five (25) feet from the side of a lot which abuts a arterial street.

ANALYSIS:

Staff researched nearby municipalities and found that more stringent setback requirements are often required on property adjacent to roadways with higher posted speeds and classified as arterial roadways on respective thoroughfare plans. For example:

- Bastrop: 25' exterior side yard setback (10' when interior side yard)
- Bryan: 25' adjacent to an arterial street, 15' adjacent to a local or collector street
- Conroe: 20' adjacent to a major thoroughfare (major thoroughfare is not defined)
- College Station: depends on roadway (25'- University, 35'- Wellborne, 100'- South College)
- Sugarland: 25' adjacent to arterial street
- Tomball: Depends on zoning district 25'-35' when adjacent to an arterial street

Staff recommends amending the Brenham Code of Ordinances to remove language concerning required setbacks from the Subdivision Ordinance and establishing in the Zoning Ordinance, Appendix A, a minimum setback of 25 feet on all property adjacent to arterial roadways.

The existing zoning ordinance currently establishes front, side, and rear setbacks based on the assigned zoning district. For example, residential property in the R-1, R-2, and B-1 zoning districts shall have a 10-foot side yard when adjacent to another property and a 15-foot side yard when adjacent to a side street. Similarly, multiple-family and business uses are permitted no side yard setback when adjacent to another property (except for required buffers) and are required to have a 15-foot side setback when adjacent to a side street. Therefore, increased setbacks are currently in place for corner properties and property adjacent to local or collector roadways.

PUBLIC COMMENTS:

The Notice of Public Hearing was published in the paper on November 15, 2018. Any public comments will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

STAFF RECOMMENDATION:

Staff recommends **approval** of the proposed text amendments.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, 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

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

WHEREAS, the City Council deems it appropriate to grant the amendments to Appendix A – “Zoning” of the Code of Ordinances.

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

SECTION 1

That Appendix A – “Zoning” of the Code of Ordnnances of the City of Brenham, Texas Part II, Division 1, Sec. 17 – Height and Area Exceptions of General Applicability, is hereby amended to read as follows:

Section 17.05. – Lots on arterial streets. The building setback line shall not be closer than twenty-five (25) feet from the side of a lot which abuts an arterial street.

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 the ____ day of January 2019.

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

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 13

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 10, 2019	
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon 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		
SUMMARY STATEMENT: 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/lb. The contract was a one-year contract with four additional one-year terms (5 years total). All renewals to have the same terms and conditions as the original contract. This one-year renewal would be the final renewal remaining. Sodium Chlorite is used to generate Chlorine Dioxide that is used as our primary disinfectant at Lake Somerville. It is also used to treat for Iron and Manganese and to help with taste and odor control. 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. This year there would be a slight increase in the cost of Sodium Chlorite, from \$0.74/lb last year to a current price of \$0.792/lb, an increase of approximately \$5,200.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Consistent good service and product reliability. B. CONS: None		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Evoqua Contract Extension Quote Number Q181226MJO8; and (2) Standard Terms of Sale		
FUNDING SOURCE (Where Applicable): 104-5-163-201.00		
RECOMMENDED ACTION: Approve the final one year contract extension, in accordance with Bid No. 14-010, with Evoqua Water Technologies for bulk water treatment chemicals at a price of \$0.792 per pound and authorize the Mayor to execute any necessary documentation		
APPROVALS: James Fisher		



December 27, 2018

Sara Parker, C.P.M.
Purchasing Supervisor
City of Brenham
200 W Vulcan Street
P O Box 1059
Brenham, TX 77834
Email: logle@cityofbrenham.org

RE: 2019 CHLORINE DIOXIDE TREATMENT SYSTEM EXTENSION (Ref. Contract: 14-010)
CITY OF BRENHAM, TX
Evoqua Quote No. Q181226MJ08

Evoqua Water Technologies LLC would like to thank you for your business and we look forward to serving your needs in the years to come.

As Contractor to the City of Brenham, we are pleased to offer the following extension of the original award of contract November 26, 2014 for:

Sodium Chlorite, 25% Aqueous Solution: \$0.792/lb

All Terms and Conditions of this existing contract are considered part of this notice and shall prevail.

As a condition of the Contract, according to Texas Government Code, Section 2252.908, Evoqua Water Technologies has provided completed Form 1295 and the Form for Certification require by Texas Government Code Section 2270.001.

Thanks again for your business. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (214) 394-9368 or via email at Samuel.Lee@Evoqua.com. We look forward to working with you in the years to come.

Sincerely,

Evoqua Water Technologies LLC

Sam Lee

Sam Lee
Technical Sales Representative

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators* who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. *The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision* of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



AGENDA ITEM 14

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 ☐ SPECIAL ☐ EXECUTIVE SESSION	☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION

AGENDA ITEM DESCRIPTION: 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

SUMMARY STATEMENT: This project will replace about 9.5 miles of copper conductor in our system with aluminum conductor that is steel reinforced (ACSR), rehabilitate the power lines by replacing substandard poles, add additional transformers to remove open wire secondaries, and provide some right-of-way tree trimming.

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.

The copper lines being replaced are 50 to 60 plus years old and are mainline conductor. They will be replaced with an Aluminum Conductor that is Steel Reinforced (ACSR). These copper conductors were sized appropriately upon installation but electrical loads on these lines have increased over the years. The new ACSR conductor will have a higher capacity rating.

Of course copper is a great conductor, but due to cost, weight etc., it is no longer commonly used in overhead power distribution construction. Aluminum possesses a conductivity-to-weight ratio twice that of copper and its strength-to-weight ratio is 30% greater than copper. This makes ACSR a more efficient and cost effective replacement.

The bare copper conductors that will be replaced have been exposed to the elements for many, many years, including the stresses of numerous severe storms, flying debris, lightning strikes and extreme Texas summers under heavy loading conditions. Some of the old copper infrastructure that will be replaced is considered “open wire secondaries” and is unreliable, especially during storm events. The project will also replace poles, insulators and transformers.

This is a proactive approach to increase system reliability and reduce customer outages. It is not simply a replacement of some copper conductor with aluminum but an upgrade to sections of the distribution system.

On December 13, 2018, sealed bids for the construction phase were opened by McCord Engineering, Inc and City of Brenham staff for the Copper Conductor Replacement Project.

Two bids were received for the rehabilitation project. The low bidder, Techline Construction, LLC is qualified and experienced in this type of work and has been recommended by McCord Engineering. Options 1 (Sections 1-4) and Option 2 (All items) came in at \$1,006,910.85.

Techline Construction has worked on numerous projects within the City of Brenham over the past several years and staff recommends awarding the bid to them.

	Techline Construction, LLC	Canyon Power Solutions LLC
Section 1	\$ 182,074.21	\$ 267,422.00
Section 2	100,269.56	155,747.00
Section 3	162,302.28	213,066.00
Section 4	134,170.07	209,266.00
Section 5	165,994.01	204,631.00
Section 6	204,229.53	213,569.00
Payment and Performance Bonds	28,471.19	18,500.00
Insurance	4,200.00	-----
Mobilization/Demobilization (5% Max of Total Bids Less Owner Furnished Materials)	4,800.00	60,359.00
Traffic Control	12,000.00	105,000.00
Contractor provided Lay-Down Yard	8,400.00	25,000.00
Option 1 Total – Section 1-4	\$ 578,816.12	\$ 845,501.00
Option 2 Total – All Items	\$ 1,006,910.95	\$ 1,475,560.00

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

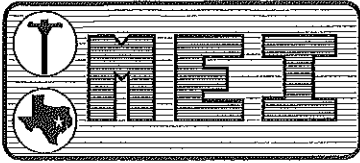
ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) McCord Engineering Letter of Recommendation; and (2) Bid Tabulation

FUNDING SOURCE (Where Applicable): Bond Funds

RECOMMENDED ACTION: 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

APPROVALS: James Fisher



McCORD ENGINEERING, INC.

916 Southwest Parkway East
College Station, Texas 77840 (979) 764-8356
Fax (979) 764-9644
Toll Free (888) 764-8356

December 27, 2018

Mr. Alton Sommerfield
Electric Superintendent
City of Brenham
200 W. Vulcan St.
Brenham, Texas 77833

RE: City of Brenham – Copper Conductor Replacement and Power Line
Rehabilitation – Project No. 61C148C

Dear Mr. Sommerfield:

On December 13, 2018, sealed bids for the above referenced Bid were opened and publicly read at the City of Brenham office in Brenham, Texas under Bid No. 61C148C. Included in this solicitation were price quotations for construction cost for Sections 1 – 6 of the above referenced project.

We have reviewed and evaluated the two (2) bids received and checked all section costs and totals. The bids received were from Techline Construction, LLC and Canyon Power Solutions. It is our recommendation that the City of Brenham accept the satisfactory and conforming bid presented by **Techline Construction, LLC**. The price for all six (6) sections is \$1,006,910.85 for Project Number 61C148C.

A Bid Tabulation is enclosed to assist you in the evaluation process. The copies of the original bid documents provided by the City of Brenham have been retained for our records.

Please do not hesitate to let us know if any questions arise in reference to this bid solicitation and our recommendations made herein. We sincerely appreciate the opportunity to assist the City of Brenham on this project, and we are most thankful for the good assistance and cooperation extended us by your fine Administration and Staff.

Yours very truly,
McCORD ENGINEERING, INC.

Eric A. Cowey, P.E.
Project Engineer

EC/lm
Enclosure

BID TABULATION
BID No. 61C148C

City of Brenham - Copper Conductor Replacement and Power Line Rehabilitation Project - Project No. 61C148C		
	Techline Construction LLC	Canyon Power Solutions LLC
Section 1	\$ 182,074.21	\$ 267,422.00
Section 2	\$ 100,269.56	\$ 155,747.00
Section 3	\$ 162,302.28	\$ 213,066.00
Section 4	\$ 134,170.07	\$ 209,266.00
Section 5	\$ 165,994.01	\$ 204,631.00
Section 6	\$ 204,229.53	\$ 213,569.00
Payment and Performance Bonds	\$ 28,471.19	\$ 18,500.00
Insurance	\$ 4,200.00	\$ -
Mobilization/Demobilization (5% Max of Total Bids Less Owner Furnished Materials)	\$ 4,800.00	\$ 60,359.00
Traffic Control	\$ 12,000.00	\$ 105,000.00
Contractor provided Lay-Down Yard	\$ 8,400.00	\$ 25,000.00
Option 1 Total - Section 1-4	\$ 578,816.12	\$ 845,501.00
Option 2 Total - All Items	\$ 1,006,910.85	\$ 1,472,560.00



AGENDA ITEM 15

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 10, 2019	
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon 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		
SUMMARY STATEMENT: Construction Phase of the Copper Conductor Replacement Project is set to begin for Section 1 and Section 5. All materials purchased for the Copper Conductor Replacement Project will be purchased from Techline, Inc. through the LCRA Material Purchasing Program. The cost of the materials for Section 1 (Atlow Subdivision) is a total of \$84,988.95 and for Section 5 the total is \$103,610.30 for a grand total of \$188,599.25 as indicated on the attached "Bill of Materials".		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: One supplier for all materials. B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Bills of Materials for Sections 1 and 5		
FUNDING SOURCE (Where Applicable): Bond Funds		
RECOMMENDED ACTION: 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		
APPROVALS: James Fisher		

City of Brenham

Bill of Materials

2018-2019 Copper Conductor Replacement

Section 1 - Atlow Subdivision

Approved for Construction

TOTALS

Acct #102-5-061-804.30

Project #61C-148C

Framing - Hardware	\$	36,859.27	804.30
Poles	\$	21,226.80	804.30
Conductor	\$	8,944.88	804.30
Transformers	\$	17,958.00	804.30
Material Total	\$	84,988.95	

Framing - Hardware	\$	34,798.15	804.30
Poles	\$	20,230.05	804.30
Conductor	\$	7,527.10	804.30
Transformers	\$	41,055.00	804.30
Material Total	\$	103,610.30	



AGENDA ITEM 16

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 11, 2019
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Karen Stack
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Boards and Committees	
SUMMARY STATEMENT: See attached memo from Karen Stack.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Memo from Karen Stack; and (2) Summary of appointments for each Board	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: Approve the recommendations for appointments and/or re-appointments to various City boards and committees	
APPROVALS: James Fisher	



To: Mayor and City Council

From: Karen Stack, Deputy City Secretary II

Subject: Advisory Board Recommendations for 2019

Date: January 11, 2019

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 Subcommittee comprised of Mayor Tate, Councilmember Cantey, and Councilmember Goss has reviewed the 2019 applications for appointment and re-appointment for all City Boards. Their recommendations are shown below:

Airport Advisory Board:

- Members Brent Nedbalek, Bryan Butler, and Mark Whitehead are recommended for re-appointment.
- Jerry LeGard is unable to serve the remainder of his term, which ends in December 2019, due to health reasons. Edwin Owens is being recommended for appointment to complete the remainder of Mr. LeGard's term. Mr. Owens has a B.S. in Mechanical Engineering and has 35 years of experience in internal combustion engine research, including aviation gasoline and jet fuels. In addition, he is an instrument-rated pilot.

Brenham Housing Authority: Members Richard Flammer, Cory Flencher, Marcus Wamble, and Lillian Pollard have submitted requests for reappointment to this Board and are being recommended for re-appointment.

Planning and Zoning Commission: Members Marcus Wamble, Leroy Jefferson, Calvin Kossie, and Lynette Scheffield are recommended for re-appointment.

Brenham Community Development Corporation:

- Members Bill Betts and John Hasskarl are recommended for re-appointment.
- Jason Kiemsteadt has not requested re-appointment. Gary Crocker is recommended for appointment to fill the vacant position. Mr. Crocker has a BBA in Finance and works for the Bank of Brenham. He has served as the President of the Washington County Firefighters' Association and Chair of the Washington County Appraisal Review Board.

Library Advisory Board:

- Councilmember Keith Herring is recommended for re-appointment.
- The Brenham Fortnightly Club has nominated Sabrina Roberts to replace Alana Winkelmann. Ms. Roberts is recommended for appointment.
- Meg Cone has not requested re-appointment. Dr. Jamey Johnson is recommended to fill the vacant position. Dr. Johnson has a Doctorate in Educational Leadership and Policy Studies. She is an Assistant Superintendent of Curriculum and Instruction at Brenham ISD.

Main Street Board:

- Members Walter Jackson and Tom Whitehead are recommended for re-appointment.
- Member Traci Pyle has not requested re-appointment, and Member Dona Lynn Parker resigned in August 2018.
- Jeffrey Lewman is recommended for appointment to replace Ms. Pyle. Mr. Lewman holds an MBA and has considerable experience with project management.
- Evonne Sturm is recommended for appointment to replace Ms. Parker. She is a retired real estate agent. She has volunteered extensively with downtown events and has artwork hanging in the Downtown Art Gallery.

Parks and Recreation Advisory Board:

- Member Jim Baker is recommended for re-appointment.
- Member Darron Smith is not seeking re-appointment, and member Pam Holt resigned from the board in January 2019.
- Matthew Wehring is recommended for appointment to replace Darron Smith. Mr. Wehring holds a B.S. in Economics and is the Director of the Small Business Development Center at Blinn College.
- Lee Chalmers is recommended for appointment to fill a previous vacancy. Mr. Chalmers is the Director of Operations at DR Metals.
- Andrea Fischer is recommended for appointment to replace Pam Holt. Ms. Fisher has a BS in Recreation, Parks & Tourism and has been an active volunteer in various City organizations.

The Subcommittee does not yet have recommendations for appointments to the Board of Adjustments or the Building Standards Commission. These appointments will be brought back to Council in the near future.

AIRPORT ADVISORY BOARD

Term of Office: Two Years

Meeting Schedule: As Needed

Responsible Staff Member: Lori Lakatos/Kim Hodde

Position	Board Member	Term Expiration
1	Brent Nedbalek	December, 2018
2	Michele Bright	December, 2019
3	Janet Hess	December, 2020
4	Bryan Butler	December, 2018
5	Jerry LeGard	December, 2019
6	Jon Hodde	December, 2020
7	Mark Whitehead	December, 2018
8	Pat Elliott	December, 2019
9	Eddie Van Dyke	December, 2020

P1: Brent Nedbalek: Requested re-appointment

P4. Bryan Butler: Requested re-appointment

*P5: Jerry LeGard is unable to serve the remainder of his term; Subcommittee recommends
Edwin Owens*

P7. Mark Whitehead: Requested re-appointment

BRENHAM COMMUNITY DEVELOPMENT CORPORATION

Term of Office: Two Years

Meeting Schedule: Quarterly; 3rd Thursday in Quarter @ 7:30 a.m.

Responsible Staff Member: Jeana Bellinger

Position	Board Member	Term Expiration
1	Atwood Kenjura	December, 2019
2	Darrell Blum	December, 2019
3	David Cone	December, 2019
4	Charles Moser	December, 2019
5	Jason Kiemsteadt	December, 2018
6	Bill Betts	December, 2018
7	John Hasskarl	December, 2018

P5. Jason Kiemsteadt is not seeking re-appointment; Subcommittee recommends Gary Crocker

P6. Bill Betts: requested re-appointment

P7. John Hasskarl: Requested re-appointment

BRENHAM HOUSING AUTHORITY BOARD

Term of Office: Two Years

Meeting Schedule: Monthly; 3rd Tuesday @ 5:30 p.m.

Responsible Staff Member: Ben Menjares

Position	Board Member	Term Expiration
1	John Harris	December, 2019
2	Wanda Cooley	December, 2019
3	Ray Daugbjerg	December, 2019
4	Richard Flammer	December, 2018
5	Marcus Wamble	December, 2018
6	Cory Flencher	December, 2018
7	Lillian Pollard	December, 2018
8	Tieman Dippel	December, 2019
9	Kenneth Miller	December, 2019

P4. Richard Flammer: Requested re-appointment

P5. Marcus Wamble: Requested re-appointment

P6. Cory Flencher: Requested re-appointment

P7. Lillian Pollard: Requested re-appointment

LIBRARY ADVISORY BOARD

Term of Office: Two Years

Meeting Schedule: As Needed

Responsible Staff Member: Andria Heiges

Position	Board Member	Nominating Entity	Term Expiration
1	Lillian Marshall	City of Brenham	December 31, 2020
2	Keith Herring	City of Brenham	December 31, 2018
3	Meg Cone	City of Brenham	December 31, 2018
4	Christy Van Dyke	City of Brenham	December 31, 2019
5	Alana Winkelmann	Brenham Fortnightly	December 31, 2018
6	Marshia Foster	Brenham Fortnightly	December 31, 2019
7	Janie Mehrens	Brenham Fortnightly	December 31, 2020
8	Lu Hollander	Brenham Fortnightly	December 31, 2020
9	Renee Mueller	Brenham Fortnightly	December 31, 2019

P2. Keith Herring: Requested re-appointment

P3. Meg Cone is not requesting re-appointment. Subcommittee recommends Jamey Johnson

P5. Fortnightly appointment of Sabrina Roberts

MAIN STREET BOARD

Term of Office: Two Years

Meeting Schedule: Monthly, 1st Monday @ 4:00 p.m.

Responsible Staff Member: Jennifer Eckermann

Position	Board Member	Expiration
1	Traci Pyle	December 31, 2018
2	Margie Young	December 31, 2019
3	Tiffany Morisak	December 31, 2020
4	Dr. Walter Jackson	December 31, 2018
5	Jon Hill	December 31, 2019
6	John Herman	December 31, 2020
7	Tom Whitehead	December 31, 2018
8	Mark Schneider	December 31, 2019
9	Jim Moser	December 31, 2020
10	Dona Parker	December 31, 2020
11	Connie Wilder	December 31, 2020

*P1. Traci Pyle is not requesting re-appointment. Subcommittee recommends **Jeffrey Lewman***

P4. Walter Jackson: Requested re-appointment

P7. Tom Whitehead: Requested re-appointment

*P10. Dona Parker resigned in August 2018. Subcommittee recommends **Evonne Sturm***

PARKS AND RECREATION BOARD

Term of Office: Two Years

Meeting Schedule: Bi-monthly, 2nd Wednesday @ Noon

Responsible Staff Member: Crystal Locke/Dane Rau

Position	Board Member	Expiration
1	Darron Smith	December 31, 2018
2	Ginger Bosse	December 31, 2019
3	Bill Betts	December 31, 2020
4	Jim Baker	December 31, 2018
5	Delbert Boeker	December 31, 2019
6	Paula Buls	December 31, 2020
7	Vacant	December 31, 2020
8	Pam Hohlt	December 31, 2019
9	Luis Mendoza	December 31, 2020

*P1. Darron Smith is not requesting re-appointment. Subcommittee recommends **Matthew Wehring***

P4. Jim Baker: Requested re-appointment

*P7. Subcommittee recommends **Lee Chalmers***

*P8. Pam Holt resigned. Subcommittee recommends **Andrea Fischer***

PLANNING & ZONING COMMISSION

Term of Office: Two Years

Meeting Schedule: Monthly, 1st Monday @ 5:15 p.m.

Responsible Staff Member: Lori Lakatos

Position	Board Member	Term Expiration
1	Keith Behrens	December, 2019
2	Marcus Wamble	December, 2018
3	Nancy Low	December, 2019
4	Leroy Jefferson	December, 2018
5	Deanna Alfred	December, 2019
6	Calvin Kossie	December, 2018
7	Lynette Scheffield	December, 2018

P2. Marcus Wamble: Requested re-appointment

P4. Leroy Jefferson: Requested re-appointment

P6. Calvin Kossie: Requested re-appointment

P7. Lynette Scheffield: Requested re-appointment



AGENDA ITEM 18

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 14, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.087 – 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		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: None		
APPROVALS: Milton Y. Tate, Jr.		



AGENDA ITEM 19

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 14, 2019
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Chapter 380 Development Agreement Regarding Project BK and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: As discussed in Executive Session	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: None	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: As discussed in Executive Session	
APPROVALS: Milton Y. Tate, Jr.	



AGENDA ITEM 20

DATE OF MEETING: January 17, 2019	DATE SUBMITTED: January 14, 2019
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: 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	
SUMMARY STATEMENT: As discussed in Executive Session	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: None	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: As discussed in Executive Session	
APPROVALS: Milton Y. Tate, Jr.	