



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JANUARY 6, 2022 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Adonna Saunders**
- 3. Special Recognitions**
 - ♦ **Roger Williams, Fire Chief**
- 4. Service Recognitions**
 - ♦ **Rolondo Arroyo, Information Technology - 5 Years**
 - ♦ **Joe Hinds, Fire Department - 5 Years**
 - ♦ **Chase Jones, Fire Department - 5 Years**
 - ♦ **Rhye Moschak, Fire Department - 5 Years**
 - ♦ **Jason Kasprowicz, Police Department - 5 Years**
 - ♦ **Joe Merkley, Police Department - 20 Years**
- 5. Special Recognition of Volunteers Retiring from the Brenham Fire Department**
 - ♦ **Robert Aguilar - 12 Years**
 - ♦ **Kenneth Neumann - 30 Years**
 - ♦ **John Schulze - 33 Years**
 - ♦ **Karl Goessler - 34 Years**
- 6. Citizens Comments**

CONSENT AGENDA

7. 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.

7-a. Approve the Minutes from the November 4, 2021 and November 18, 2021 Regular Meetings and the November 19, 2021 Special Meeting

7-b. Approve a Water Supply Resale Agreement Between the City of Brenham and Dow Chemical Company for the Sale of 774-Acre Feet of Water, in the Amount of \$64,242.00, and Authorize the Mayor to Execute Any Necessary Documentation

7-c. Accept the 2021 Audit of the Washington County Appraisal District by Seidel, Schroeder & Company and Authorize the Mayor to Execute Any Necessary Documentation

7-d. Approve Resolution No. R-22-001 Appointing Alyssa Faykus as Deputy City Secretary

WORK SESSION

8. Discuss and Review the FY2020-21 Fourth Quarter Financial Report

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

9. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit on Property Currently Addressed as 1413 W. Main Street to Allow for an Automobile (Car) Wash in the B-1, Local Business Residential Mixed Use Zoning District and Further Described as Tract 186 of the Phillip Coe Survey in Brenham, Washington County, Texas (Case No. P-21-031)

REGULAR SESSION

10. Discuss and Possibly Act Upon Bid No. 22-003 Related to Sludge Removal and Digester Thickener Cleaning at the City of Brenham's Wastewater Treatment Plant and Authorize the Mayor to Execute Any Necessary Documentation

EXECUTIVE SESSION

11. **Texas Government Code Section 551.072 - Real Property and Section 551.087 - Economic Development Negotiations: Deliberation Regarding the Possible Sale, Exchange, Transfer and/or Acquisition of Real Property in the City of Brenham; and Deliberation Regarding Commercial or Financial Information That the City Has Received From a Business Prospect That the City Seeks to Have Locate In the City of Brenham and With Which the City is Conducting Economic Development Negotiations**
12. **Section 551.071 - Texas Government Code - Consultation with City Attorney and Section 551.072 - Texas Government Code - Deliberation Regarding Real Property: Consultation with City Attorney and Deliberation Regarding Possible Acquisition of the Barnhill Center at the Historic Simon Theater, and Associated Matters**
13. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas**
14. **Section 551.074 - Texas Government Code - Personnel Matters - Deliberation Regarding Appointment of a City Manager and Related Issues**

RE-OPEN REGULAR SESSION

15. **Discuss and Possibly Act Upon the Appointment of a City Manager and Authorize the Mayor to Execute Any Necessary Documentation**
16. **Discuss and Possibly Act Upon the Development, Operations, Funding and Possible Acquisition of the Barnhill Center at the Historic Simon Theater, Including But Not Limited to an Addendum to the Memorandum of Understanding Between the City of Brenham and Brenham Main Street Historical Preservation, Inc., and Authorize the Mayor to Execute Any Necessary Documentation**

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

CERTIFICATION

I certify that a copy of the January 06, 2022 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, January 3, 2022 at 12:15 p.m.

Jeana Bellinger, TRMC, CMC

City Secretary

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

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2022 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on November 4, 2021 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 Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Atwood Kenjura
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff present:

Interim City Manager/Chief Financial Officer Carolyn Miller; City Attorney Cary Bovey; City Secretary Jeana Bellinger; Deputy City Secretary Karen Stack; Director of Finance Controller Stacy Hardy; Human Resources Director Susan Nienstedt; Strategic Budget Officer Debbie Gaffey; Tourism and Marketing Director Jennifer Eckermann; Kevin Boggus; Police Chief Ron Parker; Director of Public Works Dane Rau; Aquatics Supervisor Tammy Jaster; Water/Wastewater Construction Superintendent Shawn Bolenbarr; Director of Development Services Stephanie Doland; Project Planner Shauna Laauwe; Director of Public Utilities Alton Sommerfield; Director of Economic Development Susan Cates , Interim Fire Chief / Fire Marshal Roger Williams

Citizens/Others Present:

Keith Hankins; Paige Keaton; Hon. Suzanna Hupp; Rick Berlin

Media Present:

Alyssa Faykus, Brenham Banner Press; and Josh Blaschke, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Shannan Canales**

3. Citizens Comments

No citizens comments were heard.

4. Service Recognitions

- Alex Dill: Tourism and Marketing, 5 years
- Jeana Bellinger: Administration, 15 years
- Stacy Hardy: Finance, 15 years

5. Special Recognition

- First Baptist Church School - Ms. Shroeder's Second Grade Class

CONSENT AGENDA

6. Statutory Consent Agenda

6-a. Approve the Minutes from the October 14, 2021 Regular City Council Meeting

6-b. Approve Ordinance No. O-21-030 on Its Second Reading Amending the City of Brenham Code of Ordinances, Appendix A: Zoning, Part I, Section 5.02 – Definitions, to Add a Definition for Food Truck Park, Food Truck Site, and Mobile Kitchen, and Amending Appendix A, Part II, Division 1, Section 18 – Food Truck Park to Establish Standards Related to the Development of Such Uses and Amending Appendix A, Part 2, Division 2 – Zoning District Regulations, to Allow the Use of A Food Truck Park by Specific Use Permit in the B-1, B-2, B-3 and B-4 Zoning Districts

6-c. Approve Ordinance No. O-21-031 on Its Second Reading Amending the City of Brenham Code of Ordinances, Chapter 9 – Food and Food Establishments, Providing For Standards For The Operation of Fixed, Mobile, and Temporary Food Establishments; and Amending Chapter 16 – Occupational Licenses and Business Regulations to Amend Standards Pertaining to the Application and Issuance of Licenses for Solicitors, Peddlers and Itinerant Vendors

6-d. Approve a Noise Variance for a Pop-Up Play Day to be Held on Saturday, November 13, 2021 from 10:00 a.m. to 12:00 p.m. at Jerry Wilson Park and Authorize the Mayor to Execute Any Necessary Documentation

6-e. Approve the City of Brenham 2022 Holiday Calendar and Authorize the Mayor to Execute Any Necessary Documentation

6-f. Approve the Purchase of a 2023 MV607 SBA International Dump Truck for the City of Brenham Water Construction Department from Hermann International Through Sourcewell Contract No. 060920-NVS In the Amount of \$90,840.00 and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Kenjura and seconded by Councilmember Wright to approve the Statutory Consent Agenda Items 6.a. thru 6.f. 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 Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

PUBLIC HEARING

7. Public Hearing, Discussion and Presentation Related to Right-Of-Way Encroachment Agreements Associated with Mobile Kitchens in Downtown Brenham

Mayor Tate opened the Public Hearing.

Director of Development Services Stephanie Doland presented this item to Council. Doland explained on September 2, 2021, a final Task Force meeting was held to review the final draft ordinance amendments and discuss any further revisions to the policies and standards pertaining to mobile kitchens, fixed food establishments, permit and inspection procedures and fees, background check requirements, definitions for itinerant vendors, and to review standards pertaining to food truck parks as an allowed primary use on a non-residential property. On October 21, 2021, the Brenham City Council upheld the Planning and Zoning Commission recommendation and unanimously voted to approve (on the first reading) amendments to Appendix – A zoning to allow Food Truck Parks in accordance with adopted standards and policies.

Doland explained to the Council that currently there are two local mobile kitchens (Home Sweet Farms and Country Sunshine) and staff has met with both of them and recommend the following guidelines related to their operations:

1. Do not permit Mobile Kitchens to operate in the right-of-way.
 - (a) Country Sunshine – Place mobile kitchen on private property between Integrated Therapies Massage building and Glissman’s Gift Gallery.
 - (b) Home Sweet Farm (HSF) Market – Place mobile kitchen in the Commerce Street parking lot Wednesday through Sunday (for a period of three years).
2. Grandfather existing two downtown businesses Country Sunshine and HSF Market to *operate* Mobile Kitchens in the right-of-way *only while in service*. No overnight parking would be permitted. License agreement required.

3. Issue license agreements grandfathering storage in the adjacent right-of-way:
 - a. Country Sunshine to operate and store their Mobile Kitchen Wednesday through Sunday in the adjacent street right-of-way (parallel parking space).
 - b. HSF Market to operate and store their Mobile Kitchen in the South Park Street right-of-way Wednesday through Sundays.

Councilmember Canales questioned whether the vendors general liability insurance should be \$1,000,000 of coverage. City Attorney Cary Bovey agreed and stated that any license agreement with these vendors should reflect the \$1,000,000 general liability coverage. Council expressed their support of staff's recommendation and advised to move forward with preparing license agreements for these two mobile kitchens.

No citizen comments were heard. Mayor Tate closed the Public Hearing.

WORK SESSION

8. Presentation by the Office of the Attorney General of the State of Texas and Discussion Concerning the Global Opioid Litigation Settlement and Associated Issues

City Attorney Cary Bovey presented this item to Council. Bovey explained that Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. Bovey stated that representatives from the Texas Attorney General's Office were in attendance to give the City Council an update on the litigation settlement.

The Hon. Suzanna Hupp and Rick Berlin from the Texas Attorney's Office presented the following information to the City Council:

- Opioids Crisis Update
- Opioids Settlements
- Offsets and Suspension of Payments
- Goals of Litigation Settlement
- How Settlement Dollars Flow into Texas
- The Texas Term Sheet and SB1827
- Estimated Allocation for Brenham is \$66,829
- Lawsuit Timeline
- Next Steps – Execute Term Sheet prior to January 2, 2022

Bovey advised the Council that they would be able to discuss the options present by Hupp and Berlin during an Executive Session item later in the meeting and take any action, if warranted.

REGULAR SESSION

9. **Discuss and Possibly Act Upon Resolution No. R-21-029 Adopting New Fees for the City of Brenham's Development Services Department Applicable to Vendors, Solicitors and Food Establishments**

Director of Development Services Stephanie Doland presented this item to Council. Doland explained City Staff was directed by Council to review and draft new standards pertaining to mobile food establishments (mobile kitchens). The request originated due to concerns from existing mobile kitchens about permitting procedures and costs as well as permitted locations to operate.

During the City Council meeting on October 21, 2021, Council unanimously voted to approve the first reading of amendments to: Chapter 9 – Food and Food Establishments; Chapter 16 – Occupational Licenses and Business Regulations; and Appendix A – Zoning.

With the proposed Ordinance amendments permit fees were removed and the proposed Resolution will re-establish permit fees. While there are no proposed changes to fees pertaining to Fixed Food Establishments, with the proposed resolution Mobile Kitchens will be granted the opportunity to receive a 45-day, 6-month and 1-year permit for \$50.00 where previously they were required to renew every 45-days (\$400 annually).

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales to approve Resolution No. R-21-029 adopting new fees for the City of Brenham's Development Services Department applicable to Vendors, Solicitors and Food Establishments.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Absent
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

10. **Discuss and Possibly Act Upon a Project Proposal from Lower Colorado River Authority (LCRA) for the Five-Year Electric System Study and Authorize the Mayor to Execute Any Necessary Documentation**

Director of Public Utilities Alton Sommerfield presented this item to Council. Sommerfield explained the City of Brenham Electric Department would like to conduct a 5-year Electric Distribution Engineering System Study to be performed by LCRA engineering services. The purpose of this study is to identify necessary electric system improvements and analyze costs for budget needs, update operation manuals, evaluate Arc flash requirements, update fault duty at specific sites and identify long term investment requirements for financial planning.

Sommerfield advised Council that the last time the study was conducted was in 2004-2009. The total contract amount of this study will be \$190,000.00 to be paid over 36 monthly payments of \$5,277.78.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to approve the Project Proposal from Lower Colorado River Authority (LCRA), in an amount not to exceed \$190,000.00, for the five-year electric system study 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 Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Absent
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

11. Discuss and Possibly Act Upon Resolution No. R-21-030 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right of Way in Connection with the 2021 Lighted Christmas Parade to be held on Saturday, December 4, 2021

Director of Public Works Dane Rau presented this item to Council. Rau explained Closures more than four (4) hours need approval per the Texas Department of Transportation (TxDOT) agreement. The City is requesting the closure of Alamo Street from Austin Street to Ross Street and Main Street from Austin Street to Chappell Hill Street in Brenham, Texas (Washington County) from 2:00 pm until 9:00 pm on Saturday, December 4, 2021 for the annual Christmas parade.

A motion was made by Councilmember Cook and seconded by Councilmember Saunders to approve Resolution No. R-21-030 authorizing the execution of an agreement with TxDOT for the temporary closure of state right of way in connection with the 2021 Lighted Christmas Parade to be held Saturday, December 4, 2021.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Absent
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing and Allowing, Under the Act Governing the Texas Municipal Retirement System, 'Updated Service Credits' in Said System on an Annual Basis for Service Performed by Qualifying Members of Such System Who at the Effective Date of the Allowance Are Members of the City of Brenham; and Providing for Increased Prior and Current Service Annuities for Retirees and Beneficiaries of Deceased Retirees of the City

Human Resources Director Susan Nienstedt presented this item to Council. Nienstedt explained the Texas Municipal Retirement System (TMRS) is a significant benefit to retired, current and future employees of the City of Brenham. During several budget workshops and the Drive to 2025 Retreat, our retirement plan was identified as a priority. By adopting the TMRS annually repeating annuity increase, the City's contribution rate will increase from 10.38% to 16.64%, which is included in the adopted budget for FY2021-22. Our TMRS plan funded ratio will decrease to 78.6% which is slightly below the benchmark of 80%. Adopting this Ordinance today allows the city to uphold the intent of future COLA annuity increases for retirees and improve the competitiveness of our retirement plan.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to act upon an Ordinance on its first reading authorizing and allowing, under the Act governing the Texas Municipal Retirement System, 'Updated Service Credits' in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Brenham; providing for Increased Prior and Current Service Annuities for retirees and beneficiaries of deceased retirees of the City.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Absent
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

13. Administrative/Elected Officials Report

- Tourism and Marketing: Director Jennifer Eckermann provided the Council with an update on the new Datafy Visitor Study Platform.
- Blue Bell Aquatics Center (BBAC): Aquatics Superintendent provided the Council with statistics, and upcoming projects at the BBAC.

Council adjourned into Executive Session at 2:26 p.m.

EXECUTIVE SESSION

14. **Section 551.071 – Texas Government Code – Consultation with Attorney - Consultation with City Attorney Regarding the Global Opioid Litigation Settlement and Associated Issues**
15. **Section 551.071 – Texas Government Code – Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas**

Executive Session adjourned at 2:49 p.m.

RE-OPEN REGULAR SESSION

16. **Discuss and Possibly Act Upon Resolution No. R-21-031 Approving the Texas Term Sheet (Including the Intrastate Allocation Schedule) and Subdivision Settlement Participation Forms Concerning the Global Opioid Litigation Settlement and Associated Issues**

A motion was made by Councilmember Canales and seconded by Councilmember Cook to approve Resolution No. R-21-031 approving the Texas Term Sheet (Including the Intrastate Allocation Schedule) and Subdivision Settlement Participation Forms concerning the Global Opioid Litigation Settlement and associated issues.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Absent
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on November 18, 2021 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 Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Atwood Kenjura
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff present:

Interim City Manager – Chief Financial Officer Carolyn Miller; City Attorney Cary Bovey; City Secretary Jeana Bellinger; Deputy City Secretary Karen Stack; Budget Officer – Interim GM of Public Utilities Debbie Gaffey; Budget Manager Jennifer Hill Director of Finance Stacy Hardy; Human Resources Director Susan Nienstedt; Tourism and Marketing Director Jennifer Eckermann; Kevin Boggus; Katherine Briscoe; Interim Fire Chief – Fire Marshal Roger Williams; Captain Dant Lange; Captain Lloyd Powell; Director of Public Works Dane Rau; Aquatics Supervisor Tammy Jaster; Community Services Specialist Crystal Locke; Director of Development Services Stephanie Doland; Director of Public Utilities Alton Sommerfield; Director of Economic Development Susan Cates

Citizens/Others Present:

Michele Bright; Mindy Canion; John Startz; Scott Caggiario; Natalie Gonzalez; Roy F. Nolan; Mark Denson; Brent Nedbalek

Media Present:

Alyssa Faykus, Brenham Banner Press; and Josh Blaschke, KWHI

1. **Call Meeting to Order**
2. **Invocation and Pledges to the US and Texas Flags – Councilmember Atwood Kenjura**
3. **Special Recognitions**
 - Brenham Police Department Promotion – Jimmy Ha, Corporal
4. **Citizens Comments**

No citizen comments were heard.

CONSENT AGENDA

5. **Statutory Consent Agenda**
 - 5-a. **Approve the Minutes from the October 21, 2021 Regular City Council Meeting**
 - 5-b. **Approve a License Agreement Between the City of Brenham and Country Sunshine and Authorize the Mayor to Execute Any Necessary Documentation**
 - 5-c. **Approve a License Agreement Between the City of Brenham and HSF Market and Authorize the Mayor to Execute Any Necessary Documentation**
 - 5-d. **Approve Ordinance No. O-21-032 on Its Second Reading Authorizing and Allowing, Under the Act Governing the Texas Municipal Retirement System, 'Updated Service Credits' in Said System on an Annual Basis for Service Performed by Qualifying Members of Such System Who at the Effective Date of the Allowance Are Members of the City of Brenham; and Providing for Increased Prior and Current Service Annuities for Retirees and Beneficiaries of Deceased Retirees of the City**
 - 5-e. **Approve the Painting of Seventeen (17) Carousel Horses and the Exterior of the Antique Carousel in Fireman's Park by CR Systems, Inc., Through The Interlocal Purchasing System (TIPS) Contract No. 18110 in the Amount of \$57,950.00 and Authorize the Mayor to Execute Any Necessary Documentation**
 - 5-f. **Approve the Appointment of Delbert Boeker to the Brazos Valley Council of Governments (BVCOG) Solid Waste Advisory Committee and Authorize the Mayor to Execute Any Necessary Documentation**
 - 5-g. **Award Bid No. 22-001 for Caustic Soda to Univar Solutions in the Amount of \$345.00 per Liquid Ton and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Wright and seconded by Mayor Pro Tem Kolby to approve the Statutory Consent Agenda Items 5.a. thru 5.g. 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 Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

WORK SESSION

6. **Presentation and Discussion Concerning A Potential Skydiving Operation, Known as Skydive Freedom, at the Brenham Municipal Airport**

Director of Development Services Stephanie Doland presented this item to Council. Doland explained Anthony (Tony) Cascino and Austin Ely of Egidio Sky, LLC dba as Skydive Freedom contacted City Staff about opening a Skydiving business at the Brenham Municipal Airport. Staff presented the request by Skydive Freedom during a Council Facilities Subcommittee meeting held on November 2nd. The Subcommittee discussed the proposed Parachute Landing Zones, FAA requirements, the reporting procedures, and all required notices in conjunction with safe tandem jump operations. Doland stated that staff has also worked with TXDOT Aviation, the United States Parachute Association (USPA), and additional Airport Managers at similarly sized Airports to research the industry standards, best practices, and procedures to ensure a safe and business-friendly operation at the Airport. The terms of the ground space lease agreement would include a one-year initial term with an automatic option to renew for a period of five years. The lease agreement would require Skydive Freedom to maintain the 3.59-acre land lease in a clean and orderly manner (shredding/ mowing).

In addition to the presentation by City Staff, the following airport patrons addressed the City Council:

- Tony Cascino, Managing Partner – Skydive Freedom
- Austin Ely, Managing Partner – Skydive Freedom
- Brandon Green, Director of Flight Operations – Skydive Freedom
- Chuck Akers, President and Regional Director – United States Parachute Association

REGULAR SESSION

7. Discuss and Possibly Act Upon a License Agreement Between the City of Brenham and 100 Alamo Investments, LLC. and Authorize the Mayor to Execute Any Necessary Documentation

Tourism and Marketing Director Jennifer Eckermann presented this item to Council. Eckermann explained Miguel Ramos and Alix Fox are the owners of the Historic Grand Leader Building at 100 E. Alamo. A project is underway to renovate the space to become the new home of Mescalito Coffee in the front, and Ballad of the Bird Dog in the back. The two businesses are planned to be connected by a ramp, compliant with accessibility standards, from the front of the store into the back to accommodate the change in floor elevation. Eckermann explained that the City's Fire Code requires a second egress for the dual spaces; therefore, the addition of a staircase on Commerce Street has been proposed. The Main Street Board voted on October 4th to recommend approval of a License to Encroach for this project. The design of the staircase uses the first parking space in front of the building on Commerce Street, allowing for continued pedestrian use of the sidewalk and office frontage for the rental property on the first floor.

A motion was made by Councilmember Kenjura and seconded by Mayor Pro Tem Kolby to approve a License Agreement between the City of Brenham and 100 Alamo Investments, LLC. for an encroachment at 100 E. Alamo Street, contingent upon the approval of a Certificate of Appropriateness by the Historic Preservation Board, and authorize the Mayor to execute the necessary documentation, once approved in its final form by the City Attorney.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

8. Discuss and Possibly Act Upon a Lease Agreement with Canion Kountry Bakery & Restaurant, Inc. to Lease and Occupy the Restaurant Located Within the Terminal Building at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Director of Development Services Stephanie Doland presented this item to Council. Doland explained that in August 2020 Southern Flyer Restaurant terminated their contract with the City and later vacated the restaurant at the Airport.

Doland advised that a Request For Proposals was issued for the Airport Terminal Building/Restaurant and City-Owned Fuel Farm; however, the RFP returned no proposals. Doland stated that on September 27, 2021, Mindy Canion of Canion Kountry Bakery submitted a Non-Binding Letter of Intent for the restaurant space at the airport. Since then staff has been working a lease agreement for the restaurant with the following terms:

- Initial term of the lease shall be one year; with the option to renew in one-year increments automatically for two years.
- Lessee shall be pay rent of \$6,000 annually for the first year.
- After the initial year the lessee shall pay in addition to annual rent 3% of the net income from all food and beverage sales.
- Lessee shall be responsible for all utilities.
- Lessee shall maintain all interior portions of the building and the City shall be responsible for any exterior portions of the building.
- Lessee shall open and operate a restaurant no later than sixty days from the date the contract is signed.
- Restaurant shall be open at least five days a week for eight hours each day.
- The restaurant may be remodeled at the Lessee's expense.
- The lease agreement may be terminated by the City upon entering into a lease agreement with a Fixed Based Operator for the Terminal Building provided the lessee be provided 30 days prior written notice.
- Additional lease terms include mandatory insurance requirements, compliance with applicable adopted local, state and FAA restrictions.

A motion was made by Councilmember Canales and seconded by Mayor Pro Tem Kolby to Approve of a Lease Agreement with Canion Kountry Bakery & Restaurant, Inc. to lease and occupy the restaurant in the Terminal Building located at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

9. Discuss and Possibly Act Upon a Professional Services Agreement with Strand Associates, Inc. for Engineering Services Related to the Blue Bell Aquatic Center Therapy Pool Parking Lot and Authorize the Mayor to Execute Any Necessary Documentation

Director of Public Works Dane Rau presented this item to Council. Rau explained that BCDC funds would be allocated to add an additional parking lot on the southeast side of the Aquatic Center for patrons that utilize the Therapy Pool. BCDC has allocated \$250,000 for the parking lot and door access from this side of the facility. Strand has provided a Professional Services Agreement in the amount of \$56,500 for services such as preliminary design, final design, bidding related services and construction related services. Expected additional work totaling \$8,000 includes construction and staking services for the contractor that is chosen along with Part Time project representative inspections to make sure work is performed to the design and local codes. The total Professional Services Agreement will be \$64,500. This parking lot will have 12 designated spaces with 6 of those being ADA spaces.

A motion was made by Councilmember Kenjura and seconded by Councilmember Wright to approve a Professional Services Agreement with Strand Associates, Inc. for engineering services related to the Blue Bell Aquatic Center Therapy Pool Parking Lot, in an amount not to exceed \$64,500.00 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 Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

10. Discuss and Possibly Act Upon the Temporary Resale Amendment to the System Water Availability Agreement Between Brazos River Authority (BRA) and the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Director of Public Utilities Alton Sommerfield presented this item to Council. Sommerfield explained on September 1, 2019, an agreement was entered into by and between Brazos River Authority (BRA), a river authority of the State of Texas, and the City of Brenham (Purchaser). BRA made available and Purchaser agreed to purchase 774 acre-feet of raw water per fiscal year for municipal purposes. Sommerfield explained that this amendment is so that the resell purchaser can temporarily resell any excess water to a third party.

A motion was made by Councilmember Kenjura and seconded by Councilmember Canales to approve the Temporary Resale Amendment to the System Water Availability Agreement between Brazos River Authority and City of Brenham and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

11. Discuss and Possibly Act Upon Resolution No. R-21-032 Related to the Award of RFP No. 21-012 for Professional Grant Administration and/or Planning Services for the American Rescue Plan (ARP) Act

City Secretary Jeana Bellinger presented this item to Council. Bellinger explained the City Council approved the submission of documentation to receive funds from the American Rescue Act Plan (ARPA) on July 21, 2021. The City's total allocation is \$4,426,200 (we have already received the first allocation of \$2,213,100). The City issued RFP No. 21-032 on September 21, 2021 for professional administrative services related to ARPA; and received four proposals. As required by the Act, each proposal was scored individually on things such as experience, prior work performance, capacity to perform and cost. Due to the total points received, it is staff's recommendation that GrantWorks be selected as the ARPA grant administrator for the City.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales to approve Resolution No. R-21-032 related to the award of RFP No. 21-012 for Professional Grant Administration and/or Planning Services for the American Rescue Plan (ARP) Act.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

12. Administrative/Elected Officials Report

- **Community Services Update - Crystal Locke**
 - Improvements at Jerry Wilson Park
 - Brenham Boo Bash
 - Pop-Up Play Days.

The City Attorney Cary Bovey advised the City Council that there was no new information to update them on related to the City of Brenham vs. WTG Gas Marketing, Inc. Bovey advised that the Executive Session was not needed.

EXECUTIVE SESSION

- 13. Section 551.071 – Texas Government Code – Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas**

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on November 19, 2021 beginning at 8:00 a.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 Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Albert Wright

Members Absent:

Councilmember Atwood Kenjura
Councilmember Adonna Saunders

City of Brenham Staff present:

Interim City Manager Carolyn Miller, City Secretary Jeana Bellinger and Tourism and Marketing Director Jennifer Eckermann

Citizens/Others Present:

None.

Media Present:

Alyssa Faykus, Brenham Banner Press; and Mark Whitehead, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Interim City Manager Carolyn Miller**
- 3. Citizens Comments**

No citizens comments were heard.

4. Discuss and Possibly Act Upon a Recommendation for Appointments to The Brenham Historic Preservation Board and Authorize the Mayor to Execute Any Necessary Documentation

City Secretary Jeana Bellinger presented this item. Bellinger explained that over the past couple of weeks staff has received two applications for Certificate of Appropriateness for alterations to two different properties in the Downtown area. As outlined in Ordinance No. O-21-016, adopted by Council in August 2021, these Certificates must be reviewed by the Brenham Historic Preservation Board within 35 days of receipt of the application and if the Board does not act within 60-days of receipt of the application, the Certificate is deemed approved. Due to the 35-day requirement in the ordinance, the Boards and Committees Sub-Committee of Council (Councilmembers Canales, Cook and Saunders) authorized staff to move forward with advertising for citizens to fill five (5) of the seven (7) positions on the Board. The other two citizen positions on the Board, as outlined in the Ordinance, were nominated and voted on by the downtown property owners. The advertisement for positions on this Board began the week of October 25th and the deadline was November 12th.

Bellinger advised that in response to the advertisement campaign, her office received 10 applications. The Council Sub-Committee met on November 15th to review the applications and verify the applicants complied with the requirements outlined in the Ordinance. The Ordinance states that the members of this Board shall represent the following categories: architect with historic preservation experience; planner; design professional; historian; licensed real estate broker; attorney; or member of a historic preservation society. After review of the applications, the Council Sub-Committee recommends the following persons be appointed to the Brenham Historic Preservation Board for the terms indicated below:

Brad Tegeler - 3 year term to expire on December 31, 2024
Jennifer Hermann - 3 year term to expire on December 31, 2024
Paul Homeyer - To Be Determined
Bob Grabarshick - To Be Determined
Stacy Marhofer - To Be Determined
Hal Moorman - To Be Determined
Mike Vance - To Be Determined

As outlined in the Ordinance, the five (5) citizen appointments will draw lots to establish their staggered terms with four (4) members serving a 2-year term and one (1) member serving a 3-year term. This draw of lots will be performed at their first meeting and an update will be provided to the City Council at the December 16th Council meeting.

A motion was made by Councilmember Canales and seconded by Mayor Pro Tem Kolby to approve the recommendations for appointment to The Brenham Historic Preservation Board as presented by staff 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 Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Absent
Councilmember Adonna Saunders	Absent
Councilmember Albert Wright	Yes

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 7-B.

Agenda Item: Approve a Water Supply Resale Agreement Between the City of Brenham and Dow Chemical Company for the Sale of 774-Acre Feet of Water, in the Amount of \$64,242.00, and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 06, 2022

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

On September 1, 2019, an agreement was entered into by and between Brazos River Authority (BRA), a river authority of the State of Texas, and the City of Brenham (Purchaser). BRA made available and Purchaser agreed to purchase 774 acre-feet of raw water per fiscal year for municipal purposes. The intent of this agreement was to secure additional water to sustain long-term future growth for the City of Brenham. The term of the Agreement began September 1, 2019 and shall end on August 31, 2045. Purchase price of the 774 acre-feet is \$83/acre-foot or \$64,242.00 annually. The 774 acre-feet of water is in addition to the City's primary water availability agreement for 4,200 acre-feet, of which, 2,761 (3-year average) acre-feet are used annually. While securing this water for future use is prudent, the additional water is not needed at this time.

Section 33 of the Agreement allows The City of Brenham to elect to resell excess water on a temporary basis to a third party (Resale Purchaser) with prior approval of the BRA, in compliance with the BRA's Water Policy. To facilitate the resale, Purchaser requires the addition of temporary diversion points from which Resale Purchaser may access water made available under the Agreement and the authorization to use the water for industrial purposes.

Dow Chemical Company desires to purchase the city's excess water on a temporary basis and will pay to the City \$83.00 per acre-foot or \$64,242.00 for the 774 acre-feet of water within thirty days from the effective date of this Agreement. Purchaser will withdraw from the Point of Delivery an amount not to exceed 774 acre-feet of Water, as specified under the Contract between the BRA and City. This Agreement is effective upon the BRA approval of the Temporary Resale Amendment and terminates when the Purchaser has withdrawn 774 acre-feet of water or August 31, 2022, whichever occurs first.

ATTACHMENTS:

(1) Water Supply Resale Agreement

RECOMMENDED ACTION:

Approve a Water Supply Resale Agreement between the City of Brenham and Dow Chemical Company for the sale of 774-acre feet of water, in the amount of \$64,242.00, and authorize the Mayor to execute any necessary documentation.
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**WATER SUPPLY RESALE AGREEMENT
BETWEEN CITY OF BRENHAM
AND THE DOW CHEMICAL COMPANY**

This Water Supply Resale Agreement (“Agreement”) is entered into by and between the **CITY OF BRENHAM, TEXAS**, a Texas home-rule municipal corporation (“City”) and **THE DOW CHEMICAL COMPANY**, a Delaware corporation (“Purchaser”).

Agreement

The City and the Purchaser agree as follows:

Article I. Definitions

In this Agreement:

BRA means the Brazos River Authority.

City means the City of Brenham, Texas.

Contract means a contract between the BRA and City, made and entered into on October 1st, 2019 (effective September 1, 2019), attached hereto and incorporated herein as Exhibit A for all pertinent purposes.

Purchaser means The Dow Chemical Company.

Point of Delivery means the point(s) where the Purchaser will divert Water from the Brazos River as shown on Exhibit A-1 of the Temporary Resale Amendment.

Temporary Resale Amendment means an agreement between BRA, City and Purchaser, dated December 13, 2021, attached hereto and incorporated herein as Exhibit B for all pertinent purposes.

Water means the raw water the City has a right to receive under the Contract between the BRA and City.

Article II. Term

2.1. This Agreement is effective upon the BRA approval of the Temporary Resale Amendment (“Effective Date”) and terminates when the Purchaser has withdrawn 774 acre-feet of Water or August 31, 2022, whichever occurs first (“Termination Date”). None of the parties to this Agreement will have any rights or obligations set forth in this Agreement before Effective Date. This Agreement will be null and void if, and at such time as, the BRA does not approve the Temporary Resale Amendment or the BRA terminates the Temporary Resale Amendment for any reason prior to the Termination Date set forth in this Agreement.

Article III. Water Supply Resale

3.1. The City allows the Purchaser to withdraw from the Point of Delivery an amount of Water not to exceed 774 acre-feet of Water, as specified under the Contract between the BRA and City, to supplement the Purchaser's water supplies.

3.2. The Purchaser is not allowed to withdraw any Water before the Effective Date of the Temporary Resale Amendment, and Purchaser must withdraw the Water under this Agreement prior to the Termination Date or at such time as specified by the BRA in the Temporary Resale Amendment.

3.3. Until the Termination Date, the City designates Purchaser as its agent to the BRA for the sole purpose of coordinating the delivery of Water under this Agreement.

3.4. Under this Agreement:

(a) The Purchaser must abide by all of the terms and conditions of the Contract between the BRA and City, attached hereto and incorporated herein as Exhibit A for all pertinent purposes, and the Temporary Resale Amendment between BRA, City and Purchaser, attached hereto and incorporated herein as Exhibit B for all pertinent purposes.

(b) The Water availability is dependent on the provisions specified in the Contract between the BRA and City.

(c) The City does not represent or guarantee that the quality of the Water meets the Purchaser's intended use(s).

(d) The Purchaser must comply with all BRA water reporting requirements.

(e) The Purchaser represents and warrants that it will use the 774 acre-feet of Water under this Agreement for industrial use purposes.

Article IV. Payment

4.1. The Purchaser will pay the City the applicable BRA System Rate of \$83.00 per acre-foot of Water. The Purchaser will pay the City \$64,242.00 for the 774 acre-feet of Water within thirty (30) days from the Effective Date of this Agreement ("Due Date").

4.2. Payment must be delivered by the Due Date to the City's Chief Financial Officer at, P.O. Box 1059, Brenham, Texas 77834-1059.

4.3. The City will refund to the Purchaser any amount paid to the City by the Purchaser for Water the BRA is unable to provide as specified under the terms of the Contract between the BRA and City.

Article V. Miscellaneous Provisions

5.1. Notices. All notices and other communications given or made pursuant to this Agreement must be in writing and deemed effective (i) upon personal delivery to the party to be notified; (ii) when sent by facsimile or electronic mail (E-mail) if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day of the date sent; (iii) the first (1st) business day following deposit with any courier service that provides a same day or overnight courier service that guarantees receipted delivery; or (iv) three (3) days after the notice is deposited in the United States mail as certified or registered mail, postage prepaid; in each case addressed to the party to be notified, at the address set forth below or at such other address, facsimile number or electronic mail (E-mail) address for a party as that party may specify in writing to the other party from time to time:

For the City:

City of Brenham
200 W Vulcan St.
Brenham, Texas 77833
Attention: Interim General Manager/Debbie Gaffey
Phone: (979) 337-7510
dgaffey@cityofbrenham.org

With a copy to:
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059
Attention: Director of Public Utilities/Alton Sommerfield
Phone: (979) 337-7422
asommerfield@cityofbrenham.org

For the Purchaser:

The Dow Chemical Company
2301 Brazosport Blvd., B-3501
Freeport, Texas 77541
Attention: Derek Rester
Phone: 989-238-2151
E-mail: DRester@Dow.com

With a copy to:
Jason Garrard
The Dow Chemical Company
332 Highway 332 E
Lake Jackson, Texas 77566
Phone: 979-238-5595
E-mail: JLGarrard@DOW.com

Either party may change its address or contact information by giving notice, within ten (10) business days, to the other party.

5.2 INDEMNITY/HOLD HARMLESS CLAUSE. THE PURCHASER SHALL COMPLY WITH THE REQUIREMENTS OF THIS AGREEMENT AND ALL APPLICABLE LAWS, RULES AND REGULATIONS AND SHALL EXONERATE, INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO. IN ADDITION, THE PURCHASER AGREES TO KEEP, SAVE AND HOLD THE CITY HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST THE CITY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THIS AGREEMENT OR FOR ANY NEGLIGENT ACT OR OMISSION OF THE PURCHASER RELATED TO THE PROVISION OF WATER MADE AVAILABLE UNDER THIS AGREEMENT OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE PURCHASER OR THE PURCHASER'S AGENTS, SUBCONSULTANT, OR EMPLOYEES.

5.3. Law and Venue. Texas law governs this Agreement and any lawsuit arising out of this Agreement must be filed in a court that has jurisdiction in Washington County, Texas.

5.4. Force Majeure. Neither party is in default if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties.

5.5. Entire Agreement. This Agreement represents the entire agreement between the City and the Purchaser and supersedes all prior negotiations, representations, or contracts, either written or oral between the City and Purchaser. This Agreement may be amended only by written instrument signed by both parties.

CITY OF BRENHAM, TEXAS

THE DOW CHEMICAL COMPANY

Milton Y. Tate, Jr., Mayor

Derek Rester, Production Director

Date: _____

Date: _____

ATTEST:

ATTEST:

Jeana Bellinger, City Secretary

Jason Gerrard, Operations Leader

APPROVED AS TO FORM:

Cary L. Bovey, City Attorney

Exhibit A

**SYSTEM WATER AVAILABILITY AGREEMENT
BETWEEN BRAZOS RIVER AUTHORITY
AND CITY OF BRENHAM**

SYSTEM WATER AVAILABILITY AGREEMENT

*Brazos River Authority
P. O. Box 7555
Waco, Texas 76714-7555
(254) 761-3100*



CITY OF BRENHAM

**SYSTEM WATER AVAILABILITY AGREEMENT
BETWEEN
BRAZOS RIVER AUTHORITY
AND
CITY OF BRENHAM**

AGREEMENT made and entered into this the 1st day of October 2019, by and between **BRAZOS RIVER AUTHORITY** ("BRA"), a river authority of the State of Texas, and **CITY OF BRENHAM** ("Purchaser") of Washington County, Texas.

1. RECITALS. BRA owns and operates various reservoirs in the Brazos River Basin. BRA also has entered into contracts with the United States of America by virtue of which it has obtained the right to utilize for water supply purposes a portion of the usable storage space in various reservoirs owned and operated by the United States Army Corps of Engineers ("USACE"). BRA is authorized by the State of Texas to store state waters in the reservoirs owned by BRA and various reservoirs owned and operated by the USACE in the Brazos River Basin; BRA has been granted water rights permits and certificates of adjudication by the Texas Commission on Environmental Quality, or its predecessors, and to make such stored waters available for beneficial use. BRA is authorized to operate the System as a hydrologic unit(s) to more efficiently utilize the waters of the Brazos River Basin included in the System and to make water available to meet the needs of BRA's customers.

BRA's System Operation Permit authorization allows BRA to use naturally occurring flows in the basin and return flows from wastewater treatment plants, in conjunction with the water supply in the reservoirs within the BRA water supply system. The uncontrolled natural flow, originating downstream of the BRA's reservoirs during wet times, can be augmented by releases from BRA reservoirs upstream during dry times and collectively achieve a System yield that is greater than the sum of the individual reservoir yields.

Purchaser wishes to contract with BRA to make available 774 acre-feet of Sys Ops Water per Fiscal Year under the terms of this Agreement pursuant to the System-wide pricing methodology, and BRA agrees to make water available to Purchaser pursuant to the terms and conditions herein provided.

2. DEFINITIONS.

- a) The term "Agreement" means this agreement.
- b) The term "Annual Contracted Amount" shall mean the total volume, expressed in acre-feet per Fiscal Year, which BRA agrees to make available and Purchaser agrees to purchase. For this Agreement, the amount is 774 acre-feet.
- c) The term "BRA" shall mean Brazos River Authority.
- d) The term "Board" shall mean the Board of Directors of Brazos River Authority.
- e) The term "Budgeted Cost of Service" shall mean all reasonable economic requirements to develop, operate, maintain, protect and/or expand the System. Specific

costs include, but are not limited to, personnel, operations, capital, infrastructure, financing, administration and overhead.

f) The term "Fiscal Year" shall mean BRA's fiscal year from September 1 through August 31, or such other annual fiscal year period as BRA may later determine.

g) The term "Industrial Use" shall mean the use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, including the development of power by means other than hydroelectric, but does not include agricultural use.

h) The term "Irrigation Use" shall mean the use of water for the irrigation of crops, trees, and pasture land, including, but not limited to, golf courses and parks which do not receive water through a municipal distribution system.

i) The term "Mining Use" shall mean the use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field repressuring.

j) The term "Municipal Use" shall mean the use of potable water within a community or municipality and its environs for domestic, recreational, commercial, or industrial purposes or for the watering of golf courses, parks and parkways, or the use of reclaimed water in lieu of potable water for the preceding purposes or the use of return flows authorized pursuant to Texas Water Code, §11.042, in lieu of potable water for the preceding purpose, the application of municipal sewage effluent on land, under a Texas Water Code, Chapter 26, permit where:

(A) the application site is land owned or leased by the Chapter 26 permit holder; or

(B) the application site is within an area for which the TCEQ has adopted a no-discharge rule.

k) The term "Overuse" shall mean withdrawal or release of water in excess of the amount contracted.

l) The term "Purchaser" shall mean City of Brenham.

m) The term "Reuse" shall mean the authorized use of any portion of the water sold hereunder that remains unconsumed after the water is used for the purpose authorized herein.

n) The term "Sys Ops Water" shall mean raw water derived from and made available under this Agreement through the issuance of BRA's System Operation Permit.

o) The term "System" shall mean BRA's water supply system and shall include the BRA's facilities, infrastructure and properties insofar as they are related to making water available from the BRA together with all future extensions, improvements, enlargements, and additions to and/or all replacements thereof whether from surface water supplies, groundwater, System Operation Permit, current and/or future TCEQ water right permits or certificates of adjudication, contractual rights to water supply, or a combination thereof, unless specifically excluded from the System by resolution of the Board.

p) The term "System Operation Permit" shall mean Permit No. 5851 issued on November 30, 2016; whereby the BRA is authorized by TCEQ the right to contract for Sys Ops Water with customers in areas designated by TCEQ.

q) The term "System Rate" shall mean the annual rate per acre-foot of water established by BRA from time to time under the system-wide pricing methodology for water made available to Purchaser from the System under this Agreement.

r) The term "TCEQ" shall mean the Texas Commission on Environmental Quality or any successor regulatory bodies, either state or federal, with the power to regulate water rights permitting, water quality, metering and/or reporting within the Brazos River Basin.

3. **EFFECTIVE DATE.** The effective date of this Agreement is **September 1, 2019.**

4. **AVAILABILITY OF WATER.** While this Agreement remains in force, BRA agrees to make available to Purchaser for withdrawal from the System an amount of water not to exceed the Annual Contracted Amount; provided however, BRA may curtail the water supplied under this Agreement as required by law or in accordance with the BRA's Drought Contingency Plan. Purchaser agrees that it is contracting to have water made available to it in amounts and at such times and locations as are provided for herein and that the water to be provided under this Agreement is subject to local availability. Purchaser acquires no property right in the water made available to it under this Agreement beyond the right to have the water made available to it for diversion and use under the terms of this Agreement. BRA agrees to make water available from the System, and Purchaser acquires no rights or interests in any of the water supply sources that comprise the System above and beyond those rights that accrue to it as a customer of the System under this Agreement.

5. **TYPE OF USE.** Purchaser represents, and BRA relies on such representation, that all water to be made available by BRA under this Agreement to Purchaser shall be used solely for municipal purposes.

6. **DATE AND PLACE OF PAYMENTS.** Payments to be made hereunder shall be made at BRA's office in Waco, McLennan County, Texas. BRA contemplates that by the first day of each Fiscal Year (currently September 1) it will have adopted budgets for BRA for said Fiscal Year and established the System Rate for said Fiscal Year. Payments for water made available each Fiscal Year may be made under one of three payment options from which Purchaser will select at the beginning of each Fiscal Year. Annual payments shall be made on or before September 15 of each year. Quarterly payments shall be made on or before September 15, December 15, March 15, and June 15 of each year. Monthly payments shall be made on or before the fifteenth of each month each year. Quarterly payments or monthly payments shall include a multiplier to be applied to the Annual Contracted Amount to allow BRA to recover interest lost on any unpaid balance plus a service charge for administrative costs, including but not limited to costs involving the billing, accounting, and collecting for the quarterly or monthly payments. The multiplier to recover lost interest revenue and the service charge for administrative costs shall be determined on an annual basis using the method approved by the Board and shall be just and reasonable.

If, in accordance with Section 7b) of this Agreement, BRA increases the payment due from Purchaser during a Fiscal Year, it shall notify Purchaser of any increased amount of payment due for the remainder of the Fiscal Year and the increased amount shall be paid by Purchaser (i) within 30 days after receipt of notice of the increase if Purchaser has already paid all amounts otherwise due to BRA for such Fiscal Year, or (ii) in approximately equal installments added to any further installment amounts owed by Purchaser for the remainder of such Fiscal Year if Purchaser has selected a payment option which resulted in Purchaser still having payments due to BRA during the remainder of such Fiscal Year.

7. UNCONDITIONAL NATURE OF PAYMENT OBLIGATION; PRICE.

a) Purchaser unconditionally agrees to pay BRA annually for the water agreed to be made available to Purchaser hereunder at a price equal to the product of multiplying the System Rate times the Annual Contracted Amount regardless of whether the full Annual Contracted Amount of water is diverted and used by Purchaser.

b) The System Rate shall be established annually by the Board; it shall be calculated by utilizing a Budgeted Cost of Service basis considering the water supply System costs and the acre-feet of long term water sold under contract; and it shall be just, reasonable and non-discriminatory. Purchaser shall be provided at least 15 days' notice of the proposed amount and the meeting date at which the System Rate shall be established and shall be provided an invoice before the payment is due and payable. The System Rate has been established by the Board at a rate of \$79.00 per acre-foot of water agreed to be made available annually to Purchaser for the current Fiscal Year. BRA shall not increase the System Rate other than on a Fiscal Year basis, which determines the System Rate for the following Fiscal Year under this Agreement, except for unforeseeable reasons of a serious or substantial nature. Such reasons include Force Majeure, government legislation or regulations, or permit requirements.

8. SOURCE OF PAYMENTS. The payments to be made hereunder by Purchaser shall constitute operating expenses of Purchaser's water works system or Purchaser's combined water works and sewer system. Purchaser shall charge rates for services of its water works system or its combined water works and sewer systems that will be sufficient to pay the operating and maintenance expenses thereof, including the payments provided for hereunder, and the interest on and principal of, as the same come due and mature, obligations issued by Purchaser now or hereafter payable from the revenues of said system or systems.

9. INTEREST ON PAST DUE PAYMENT. In the event of failure of Purchaser to make any payment to BRA provided to be made in this Agreement at the time when same shall be due, the past due payment shall bear interest at the lesser of the highest rate allowed by applicable law or 18 percent per year.

10. REMEDIES FOR NONPAYMENT OR DEFAULT. Should Purchaser fail to make any payment to BRA when due hereunder or otherwise be in default in performance or compliance of any provision herein, BRA, at its sole option and in addition to and without impairing any other remedy available to it on account of the default, may elect to: (i) suspend its duty to make water available to Purchaser under this Agreement; (ii) terminate this Agreement, by providing written notice of such termination delivered to Purchaser on or before 30 days before the date specified in said notice of termination, provided that the nonpayment or other default with respect to which notice of termination of this Agreement has been given, shall not be cured by the date specified in such notice; or (iii) disable Purchaser's meter and not allow Purchaser to divert water.

In the event, BRA elects to terminate this Agreement for a breach of any of the terms of this Agreement or as provided herein, the Purchaser shall immediately discontinue all diversions and use of water made available hereunder.

BRA: CD

Nothing in this Agreement shall be construed in any manner so as to abridge, limit, or deprive either party hereunto of any means which it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

11. REMEDIES FOR OVERUSE. Purchaser recognizes that any diversion of water in excess of its Annual Contracted Amount will impact BRA's ability to make available water to BRA's other raw water customers. Purchaser agrees that if for any reason it needs to exceed the Annual Contracted Amount, Purchaser will give written notice to BRA 30 days in advance of the need for such additional water and in such notice will state the reason for the additional need, the amount of water needed to be made available, and the duration of the need. BRA, in its sole discretion, may make all or a portion of the requested water available. Nothing contained herein shall obligate the BRA to provide water in excess of the Annual Contracted Amount nor should Purchaser rely on additional water being made available in excess of the Annual Contracted Amount except as approved by BRA under the terms stated herein.

In the event that BRA determines that it can make all or a portion of the requested water available without adversely impacting its ability to make water available to its other customers, Purchaser shall pay for such water to be made available in advance of diversion at a rate that is equal to twice the current System Rate.

In the event Purchaser fails to notify BRA of its need for additional water to be made available, and exceeds the Annual Contracted Amount or should Purchaser, after notification of BRA and BRA's determination that additional water is not available for Purchaser's use, nonetheless exceed the Annual Contracted Amount, BRA may elect to: (i) cancel this Agreement by providing written notice of such cancellation delivered to Purchaser on or before thirty (30) days before the date specified in said notice of cancellation; (ii) charge the Purchaser for the overuse at a rate of the lesser of ten times the System Rate or the highest charge allowed by law at the time of breach; and/or (iii) disable Purchaser's meter and not allow Purchaser to divert water.

In the event, BRA elects to terminate this Agreement for a breach for overuse, the Purchaser shall immediately discontinue all diversions of use of water made available hereunder.

Nothing in this Agreement shall be construed in any manner so as to abridge, limit, or deprive either party hereunto of any means which it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

12. DIVERSION POINT(S). Upon execution of this Agreement, the BRA and the Purchaser shall agree on a point(s) of diversion which shall be attached hereto and incorporated by reference herein for all purposes as Exhibit "A". Withdrawal facilities for diversion of water made available under this Agreement shall be solely the responsibility of Purchaser and shall comply with Section 14., below. Subsequent changes regarding the location of the diversion point(s) are in the sole discretion of the BRA and shall only be made by written amendment. Any change in the location of the diversion point(s) without the written consent of BRA is not allowed.

13. DIVERSION RATE. The water to be made available to Purchaser under this Agreement may be diverted from System at daily rates desired by Purchaser provided that BRA shall not be required to make water available for diversion by Purchaser at a daily rate in excess of five times the average daily rate which would result in diversion during a Fiscal Year of the total number of acre-feet of water per year then agreed to be made available for diversion by Purchaser.

14. WITHDRAWAL FACILITIES. The provision of facilities for diversion of the water agreed to be made available by BRA to Purchaser hereunder shall be solely the responsibility of Purchaser, including the right to legally access land to place such facilities. Where applicable, BRA may allow the construction of such facilities on and across BRA land, subject to the conditions, requisites, insurance requirements and/or obligations as established from time to time by the BRA, USACE and/or any other applicable regulatory body. Prior to construction of such facilities, Purchaser shall coordinate with BRA to determine the location, size and type of facilities to be installed. At the termination of this Agreement, all facilities must be removed and the land restored to its original condition in a manner acceptable to BRA.

15. METERING. Purchaser agrees that, at its sole cost and expense, it shall own, install, operate and maintain meters for the accurate measuring of all water diverted by Purchaser under this Agreement in order to aid BRA in accurately reporting water usage to the TCEQ as required by applicable law or regulation. Prior to pumping any water, Purchaser shall allow BRA and any other regulatory agencies access to such meter in order to verify its accuracy. Such meter or meters shall be tested and calibrated for accuracy by and at the expense of Purchaser once each Fiscal Year at intervals of approximately 12 months, and a report of such test and calibration shall be furnished to BRA. BRA shall be given at least two prior days' notice of the time of any test and calibration of Purchaser's meters, or any of them, and BRA shall have the right to have a representative present at each test to observe the test and any adjustments found thereby to be necessary. BRA shall have the right to inspect and check the accuracy of Purchaser's meter or meters at any time during usual business hours after not less than one nor more than five (5) days' notice. In the event any question arises at any time as to the accuracy of any such meter, such meter shall be tested promptly upon demand of BRA, the expense of such test to be borne by BRA if the meter is found to be correct and by Purchaser if it is found to be incorrect. Readings within 5% of accuracy, plus or minus, shall be considered correct. If, as a result of any test, any meter is found to be registering inaccurately (i.e., in excess of 5% of accuracy, plus or minus), the readings of such meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon, but in case of its inaccuracy for any period which is not definitely known and agreed upon, the period shall be extended back 180 days from the date of the initial BRA demand for meter testing, and the records of readings shall be adjusted accordingly. In addition, Purchaser shall permit BRA to access its meter at all times and releases BRA from any and all liability for disabling the meter in the event Purchaser is in default of this Agreement.

16. REPORTING Purchaser agrees that it will keep accurate records of the daily readings from the meter or meters installed pursuant to Section 15., Metering, above. These records shall be subject to inspection by BRA and/or TCEQ at reasonable times and places. Purchaser shall submit reports to BRA pursuant to BRA and/or TCEQ requirements

at regular time intervals specified by BRA or as required by TCEQ, in addition to any other reporting requirements set forth by BRA and/or TCEQ. In addition to other contractual penalties and/or damages, failure to comply with BRA and/or TCEQ reporting requirements will result in monetary penalties assessed by BRA, TCEQ, and/or any other applicable regulatory body.

17. SYSTEM EXPANSION. Purchaser and BRA understand that BRA may desire to make water available to other customers in a manner or in an amount which may necessitate expansion or enlargement of or additions to the System and that in connection with any such expansion, enlargement or addition, BRA will incur additional costs. The reasonable costs incurred by BRA related to such expansion, enlargement, or addition shall be costs of the System.

18. DROUGHT CONTINGENCY PLAN. Purchaser agrees to abide by any and all policies and/or procedures, adopted from time to time by the BRA, related to water conservation and drought response, including but not limited to: the BRA "Drought Contingency Plan" adopted by the Board on April 29, 2019, or any subsequent Drought Contingency Plan duly adopted by the Board, and any and all drought contingency programs developed by the BRA. If required by applicable law or regulation or by BRA, Purchaser agrees to develop a drought contingency program, submit a copy to the BRA for review, and agrees the water made available and diverted by Purchaser pursuant to this Agreement will be used in accordance with such program. Purchaser recognizes and agrees that should the BRA's Drought Contingency Plan, and the implementation of any requirements thereof, result in the curtailment of water, Purchaser shall be required to immediately reduce the water made available under this Agreement by an amount determined solely by the BRA, and any withdrawal in excess of this amount during the time of drought shall be considered a default by Purchaser. In the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or services to the ultimate consumer, the requirements relative to BRA's Drought Contingency Plan and Purchaser's plan shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a drought contingency program in compliance with such applicable law or regulation.

19. WATER CONSERVATION. It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of water, and Purchaser agrees that it is a condition of this Agreement that it shall maintain and operate its facilities in a manner that will prevent unnecessary waste of water. BRA, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water conservation. Purchaser agrees to abide by the "Brazos River Authority Water Conservation Plan" adopted by the Board on April 29, 2019, or any subsequent Water Conservation Plan duly adopted by the Board and any Water Conservation Plan developed and adopted by the BRA. In addition, Purchaser agrees to implement its own water conservation plan and submit a copy to the BRA for review. Purchaser further agrees that the water impounded and/or diverted by Purchaser pursuant to this Agreement will be used in accordance with such plans. Purchaser shall implement water conservation measures that provide for the utilization of those reasonable practices, techniques, and technologies that will reduce on a per unit basis the consumption of water, prevent or

reduce the loss or waste of water, improve the efficiency in the use of water, increase the recycling and reuse of water, and prevent the pollution of water, so that a water supply is made available for future and alternative uses. The practices, techniques, and technologies used shall be designed to achieve a level of efficiency of use that is equal to or greater than the level provided for in BRA's Water Conservation Plan. Purchaser further agrees to amend its water conservation plan, as necessary, to reflect amendments in state law, regulations or BRA's water conservation rules and regulations. Purchaser agrees that if a shortage of water results from drought, accident, or other cause, BRA shall divide the water made available to all its customers on a pro rata basis in accordance with the amount of water to which each customer may be entitled or the amount of water to which each customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with the water conservation plan. In the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or services to the ultimate consumer, the requirements relative to the BRA's Water Conservation Plan and Purchaser's plan shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation program in compliance with such applicable law or regulation.

20. WATER QUALITY. As a further condition of this Agreement, Purchaser also agrees that it will comply with applicable water quality standards of the State in the diversion, use, or discharge of water made available hereunder. BRA, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water quality protection. If required by applicable law or regulation, Purchaser agrees to implement appropriate water quality protection measures including, without limitation, a non-point source water pollution abatement program in accordance with a non-point source water pollution abatement plan.

21. REUSE. All rights to Reuse made available under this Agreement that is either disposed of or discharged or otherwise allowed to flow into a watercourse, reservoir, or other body of state-owned water shall remain with the BRA. Purchaser may not use, sell, or make available to others, any form of Reuse without the express written consent of the BRA. However, Purchaser may directly reuse treated wastewater effluent or untreated water provided that such water has not been previously disposed of or discharged or otherwise allowed to flow into a watercourse, reservoir, or other body of state-owned water.

22. INTERBASIN TRANSFER. Water made available under this Agreement shall not be transferred or used outside of the Brazos River Basin unless Purchaser obtains the express written consent of BRA and obtains all required governmental approvals.

23. SHORTAGES AND YEARLY REPORTS. BRA makes no guarantee that any reservoirs or other sources of supply in the System will be maintained at any specific level at any particular time. Purchaser bears all transportation losses prior to final diversion. It is fully understood by the parties hereto that the level of reservoirs or other sources of supply in the System will vary as a result of weather conditions beyond the control of BRA, the use of water from the System by other water customers of BRA, and in USACE reservoirs, as a result of releases made by the USACE and that this instrument

is merely an agreement to require BRA to make available water when and if water is present in the System, and to allow Purchaser to make withdrawals of the water subject to the general law on distribution and allocation of water during shortages of supply and in conformity with BRA's water rights from the TCEQ and the System.

BRA covenants that it will use its best reasonable efforts in accordance with accepted hydrological engineering practices to provide the quantities of water agreed to be provided herein. In the event of a drought of greater severity than that previously experienced, or if for any other reason water in the System becomes in short supply, Purchaser acknowledges and agrees that BRA may curtail or cutback Purchaser's water utilization. Purchaser acknowledges that it shall hold BRA harmless from any and all liability, damages, claims or actions which may exist as a result of shortages of water to be made available.

24. REDUCTION IN CONTRACTED AMOUNT. Purchaser recognizes and agrees that the Annual Contracted Amount made available is Sys Ops Water and may be reduced by regulatory bodies in charge of issuing such permits. If a regulatory body reduces the amount of water made available to BRA under the System Operation Permit, BRA shall reduce the amount of water made available under this Agreement to Purchaser in a manner that equitably affects all impacted BRA customers.

25. OPERATION OF SYSTEM; BRA'S OTHER CONTRACTS. The right of BRA to maintain and operate the System and at any and all times to impound, release and make available waters therefrom in any lawful manner and to any lawful extent BRA may see fit is recognized by Purchaser; and, except as otherwise provided herein, there shall be no obligation hereunder upon BRA to pump or not pump, store or not to store, or to release and make available or not to release or make available any waters at any time or to maintain any waters at any specified level or to operate the System in any manner not in compliance with applicable laws or regulations, and BRA's water rights. BRA may enter into agreements with other parties regarding the System, including its operation and maintenance and the storage, release and making available water therefrom. BRA makes no representation as to the quality of the water in the System.

26. FORCE MAJEURE. Notwithstanding anything herein to the contrary, neither party hereto shall be under any liability or be deemed in default with respect to its obligations under this Agreement for any failure to perform or for delay in performing such party's obligations hereunder (except for the obligation to pay money) where such failure or delay is due to force majeure, while and to the extent that such performance is prevented by such cause. The term force majeure means acts of God, fire, storm, flood, war, terrorist activity, riots, sabotage, major infrastructure failure, drought, lack of availability of water due to sedimentation, low inflows of water to, or lack of water supply in the System, strikes or other differences with labor (whether or not within the power of the parties to settle same), decrees, actions or orders of the courts or other governmental authority, or other similar or dissimilar causes not within the reasonable control of such party and not due to negligence of such party. Each party shall use due diligence to resume performance of any obligation suspended by force majeure at the earliest practicable time.

BRA:

27. **WAIVER.** Any waiver at any time by any party of its rights with respect to default or any right granted under this Agreement shall not be deemed a waiver of such rights with respect to any subsequent default or matter.

28. **NOTICES AND CERTIFICATIONS.** Notices and certifications provided for in this Agreement shall be in writing. The same shall be delivered by standard overnight carriers or postal service, sent postage paid, or hand delivered, to the respective parties at the following addresses:

BRA: Brazos River Authority
P.O. Box 7555
Waco, Texas 76714-7555
or
4600 Cobbs Drive
Waco, Texas 76710
Telephone: 254-761-3100
Email: info@brazos.org

Purchaser: City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059
Telephone: 979-337-7593
Email: logie@cityofbrenham.org

Either party may change its address as shown above by written notice to the other party.

29. **OTHER REQUIREMENTS.** This Agreement is subject to all conditions, provisions, and limitations included in BRA's water rights from applicable state agencies. Further, this Agreement is subject to all applicable federal, state and local laws, BRA policies and procedures, any and all regulatory requirements, and any other applicable ordinances, rules, orders and regulations of any local, state or federal governmental authority having jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation of any governmental authority.

30. **SEVERABILITY.** The provisions of this Agreement are severable, and if for any reason any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

31. **INDEMNITY/HOLD HARMLESS CLAUSE.** TO THE EXTENT ALLOWED BY LAW, THE PURCHASER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS AND SHALL EXONERATE, INDEMNIFY AND HOLD BRA HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO. IN ADDITION, THE PURCHASER AGREES TO KEEP, SAVE AND HOLD BRA HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES,

JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST BRA, ITS' OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THIS AGREEMENT OR FOR ANY NEGLIGENT ACT OR OMISSION OF THE PURCHASER RELATED TO THE PROVISION OF WATER MADE AVAILABLE UNDER THIS AGREEMENT OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE PURCHASER OR THE PURCHASER'S AGENTS, SUBCONSULTANT, OR EMPLOYEES.

32. MULTIPLE CONTRACTS. If Purchaser possesses more than one long-term water supply agreement with the BRA for diversion of water with the same diversion point or a diversion point within the same general location, water use or consumption shall be applied against the oldest contract first, until all quantities of water that may be diverted from such diversion point under that contract have been fully utilized and billed against, and then in like manner to each successive contract in date order, from oldest to most recent. Once water use or consumption has been so applied against all previous contracts, any remaining usage shall be applied against this Agreement.

33. WATER SURPLUS, RESALE AND ASSIGNMENT. Should Purchaser determine that it has water surplus to its anticipated needs from the water to be made available by BRA under this Agreement, Purchaser may provide the BRA with a minimum of ninety days' written notice as to the amount of water no longer needed to be made available to it and, subject to BRA approval, return such water to BRA. If approved by BRA, this Agreement will be amended to reduce the amount of water to be made available to Purchaser, and Purchaser will be relieved of the obligation to make payments for such availability of water beginning on the first day of the next Fiscal Year.

If Purchaser does not wish to return the excess water to the BRA, Purchaser may elect to resell the water on a temporary basis to a third party with prior approval of the BRA, on a form approved by the BRA, and in compliance with the BRA's Water Policy, as in effect at the time of request. Purchaser shall remain responsible for tendering full payment to the BRA in advance of the temporary resale period and agrees to monitor the third party's performance, ensuring compliance with all terms of this Agreement.

The assignment of BRA water by Purchaser is prohibited; provided, however, the Brazos River Authority may allow Purchaser to permanently assign the Agreement to a third party in the event of the following: 1) name changes, restructuring, mergers, acquisitions, assignments, or other transfers of a business, organization or entity; 2) acquisition, transfer of an interest in the Agreement through inheritance, change in marital status, or interfamily transfer; 3) Purchaser has sold the real property underlying the Agreement and the new owner of the real property desires to continue use of Agreement; 4) a court order necessitating the assignment of the Agreement has been issued; or 5) a change in BRA Water Policy. Such assignments will only be approved if the diversion location and use remain are not modified or changed and only on a form acceptable to the BRA.

Additionally, if the Purchaser intends to resell the water under this Agreement, then the contract for resale of the water must have water conservation requirements so that each successive wholesale customer in the resale of the water is required to implement water conservation measures meeting the requirements of this Agreement.

34. TERM OF AGREEMENT. The term of this Agreement shall begin on the Effective Date, Section 3, and shall end on August 31, 2045. At the sole discretion of the BRA, this Agreement may be renewed thereafter at the written request of Purchaser under the terms and conditions of BRA's standard long-term water availability contract at that time for so long as, and to the extent that, BRA determines it has Sys Ops Water available for purchase.

CITY OF BRENHAM

By Milton Y. Tate, Jr.
Milton Y. Tate, Jr.
Mayor

BRAZOS RIVER AUTHORITY

By David Collinsworth
David Collinsworth
General Manager/CEO

ATTEST:

Jana Bellinger

ATTEST:

Jana Bellinger

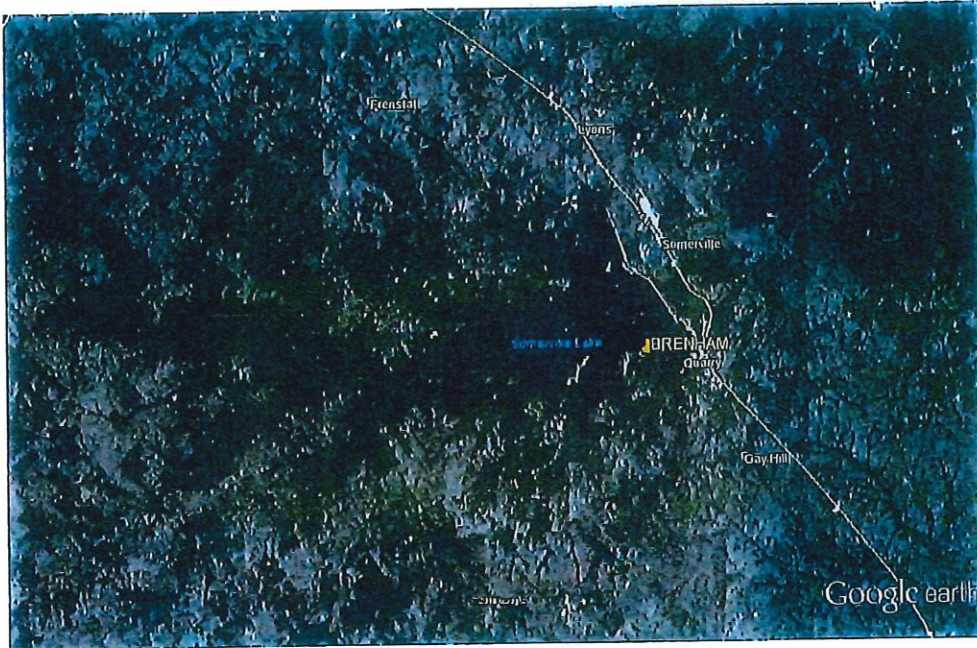


EXHIBIT A: CITY OF BRENHAM 774-ACFT (MU)

Contract ID: BRENHAM 20

Diversion 1:

BRENHAM 19, N30.30612 W96.536515, SOMT2 SOMT2 (1212),

Lakeside Lake Somerville, Lower Basin, Washington County

WAP Reach: SO Lake Somerville

Prepared by: Julie Andress, Water Accounting Specialist, 7/16/2019

Exhibit B

TEMPORARY RESALE AMENDMENT

**TEMPORARY RESALE AMENDMENT TO SYSTEM WATER
AVAILABILITY AGREEMENT BETWEEN BRAZOS RIVER AUTHORITY AND CITY OF
BRENHAM**

This Temporary Resale Amendment ("Amendment") is entered into to be effective as of the 13th day of December, 2021 ("Effective Date"), by and between Brazos River Authority ("BRA"), a river authority of the State of Texas, City of Brenham ("Purchaser"), and The Dow Chemical Company ("Resale Purchaser"), (collectively, the "Parties").

RECITALS

WHEREAS, BRA and Purchaser entered into a System Water Availability Agreement ("Agreement") with an effective date of September 1, 2019, whereby BRA agreed to make available and Purchaser agreed to purchase 774 acre-feet of raw water per Fiscal Year for municipal purposes; and

WHEREAS, in accordance with Section 33 of the Agreement, Purchaser has requested to temporarily resell 774 acre-feet of raw water made available under the Agreement to Resale Purchaser; and

WHEREAS, to facilitate this resale, Purchaser requires the addition of temporary diversion points from which Resale Purchaser may access water made available under the Agreement and the authorization to use the water for industrial purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to temporarily amend the Agreement as follows:

AMENDMENTS

1. The BRA hereby consents to the temporary resale of 774 acre-feet of water under the Agreement to the Resale Purchaser. Unless terminated earlier consistent with the terms of this Amendment, this consent shall be effective from the Effective Date to August 31, 2022 (the "Termination Date").
2. Until the Termination Date, Resale Purchaser may divert raw water made available under the Agreement at the locations shown on Exhibit "A-1", attached hereto and incorporated by reference herein.
3. Resale Purchaser may utilize the water for industrial purposes.
4. Until the Termination Date, any reference to Exhibit "A" in the Agreement shall also be deemed a reference to Exhibit "A-1".
5. Resale Purchaser hereby agrees to abide by all of the terms and conditions contained in the Agreement and accepts any and all liability for any failure to do so.
6. Resale Purchaser shall be responsible for all coordination with BRA and the Brazos Watermaster related to ordering and stopping releases, coordinating run-of-river diversions if applicable, as well as reporting, metering, and notification requirements under the Agreement, and notwithstanding the foregoing, Resale Purchaser agrees to comply

with all BRA water reporting requirements, water conservation plans, drought contingency plans and TCEQ Brazos Watermaster requirements.

7. This Amendment shall in no way relieve Purchaser from any of its obligations, including payment, under the Agreement, and Purchaser shall be responsible for ensuring that Resale Purchaser complies with all the terms and conditions contained therein and accepts any and all liability for any failure to do so.
8. BRA reserves the right to withdraw its consent of the resale at any time and for any cause without penalty or liability. Upon receipt of such written withdrawal of consent from BRA, Resale Purchaser shall immediately cease diverting BRA water made available under this Amendment.
9. In the event the amount of water made available to Purchaser under the Agreement is reduced for any reason, Resale Purchaser agrees that such reduction shall also result in a reduced amount available under this Amendment.
10. The address for Resale Purchaser, for the purposes of Section 28 of the Agreement, shall be as follows:

The Dow Chemical Company
2301 Brazosport Boulevard
B-3501
Freeport, Texas 77541

11. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Agreement.
12. This Amendment shall commence on the Effective Date and shall continue until the Termination Date. This Amendment shall no longer be of any force or effect after the Termination Date, and the terms and conditions of the Agreement shall be as they were prior to the execution of this Amendment, and Exhibit "A-1" shall be deleted in its entirety. Following the Termination Date, BRA and Purchaser shall be the only parties to the Agreement.

This Amendment shall be deemed a part of the Agreement and shall be binding on the parties. Except as amended herein, the terms and conditions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending to be bound thereby.

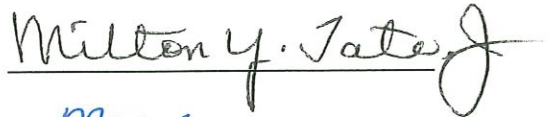
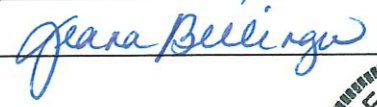
BRAZOS RIVER AUTHORITY

By: 
DAVID COLLINSWORTH
Title: GENERAL MANAGER/CEO
Date: 12/13/21
Attest: 

THE DOW CHEMICAL COMPANY

By: 
Title: PRODUCTION DIRECTOR
Date: 12/17/21
Attest: 

CITY OF BRENHAM

By: 
Title: Mayor
Date: November 18, 2021
Attest: 





RESALE AGREEMENT with CITY OF BRENHAM

EXHIBIT A-1: DOW CHEMICAL COMPANY, 774-ACFT (IN)

Contract ID: BRENHAM-DOW 22

Diversion ID: BRENHAM-DOW 22

BRENHAM – DOW - Brazoria

N29.052426 W95.552414, ROST2 ROST2 (1110), Main Stem Brazos River

Lower Basin, Brazoria County, WAP Reach: Richmond Gage to Gulf – Dow Brazoria

BRENHAM – DOW - Harris

N29.243325 W95.562173, ROST2 ROST2 (1110), Main Stem Brazos River

Lower Basin, Brazoria County, WAP Reach: Richmond Gage to Gulf – Dow Harris

Prepared by: Julie Andress, Water Accounting Specialist, 9/17/2021



Regular City Council
AGENDA ITEM 7-C.

Agenda Item: Accept the 2021 Audit of the Washington County Appraisal District by Seidel, Schroeder & Company and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 06, 2022

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

The City has received a copy of the Washington County Appraisal District's (WCAD) audited financial statement for the fiscal year ending August 31, 2021. The WCAD audit was performed by Seidel Schroeder with no material discrepancies found, therefore a clean opinion was issued. A copy of the audit is available in the City Secretary's Office for review.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Accept the 2021 audit of the Washington County Appraisal District by Seidel, Schroeder & Company and authorize the Mayor to execute any necessary documentation.

RESOLUTION NO. R-22-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPOINTING ALYSSA FAYKUS AS DEPUTY CITY SECRETARY; ESTABLISHING OTHER TERMS AND CONDITIONS RELATED TO THE DEPUTY CITY SECRETARY POSITION

WHEREAS, the City Council desires to plan for situations in which the City Secretary is unable to or refuses to exercise the powers and perform the duties of the office of City Secretary; and

WHEREAS, Article III, Section 23 of the Brenham City Charter provides that the City Council may create such appointive offices as the City Council deems advisable; and

WHEREAS, the City Council desires to appoint a Deputy City Secretary II to exercise the powers and perform the duties of the City Secretary in the event the City Secretary is unable or refuses to carry out the powers and duties of the City Secretary; and

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

1. Alyssa Faykus be appointed Deputy City Secretary and shall exercise the powers and perform the duties of the office of City Secretary in the event that the City Secretary is unable or refuses to carry out the powers and duties of the City Secretary.
2. The Deputy City Secretary shall possess all of the powers and duties of the Office of City Secretary when exercising the powers and performing the duties of the City Secretary as authorized herein.

RESOLVED this the 6th day of January 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Review the FY2020-21 Fourth Quarter Financial Report

Meeting Type: Regular Meeting-January 06, 2022

Department: Finance

Staff Contact: Debbie Gaffey

SUMMARY STATEMENT:

See attached Financial Report and Financial Statements for General Fund and Six Utility Funds.

ATTACHMENTS:

(1) FY2020-21 Year-to-Date Fourth Quarter (Pre-Audit) Financial Report

RECOMMENDED ACTION:

No action - discussion only.



MEMORANDUM

To: Mayor and Council

From: Carolyn D. Miller, Interim City Manager
Debbie Gaffey, Strategic Budget Officer

Subject: FY 2020-21 Year-To-Date Fourth Quarter (Pre-Audit) Financial Report

Date: January 6, 2022

The Finance Division is pleased to provide financial performance reports for the quarter ending September 30, 2021. The General Fund (excluding sub-funds) and the six major utility funds are presented. All financials include comparisons of fiscal year 20-21 actual results versus prior fiscal year 19-20. In addition, fiscal year 20-21 actual results are compared to the original and amended annual budget. Electric and Gas Funds are presented without the impact of wholesale power and gas commodity costs which are recovered through pass-thru revenue.

Actual to Budget Comparison

All funds experienced favorable actual to budget net revenues for FY20-21.

FINANCIAL PERFORMANCE SUMMARY

Fund	For Period Ending September 30, 2021				
	YTD Revenues & Other Sources	YTD Expenditures & Other Uses	Actual Net Revenues (Loss)	Budgeted Net Revenues (Loss)	Actual to Budget Comparison Fav/(Unfav)
General	\$19,332,733	\$18,405,969	\$926,764	\$0	\$926,764
Electric Distribution	\$7,639,433	\$7,517,049	\$122,384	(\$248,918)	\$371,302
Gas Distribution	\$1,568,770	\$1,596,627	(\$27,857)	(\$323,099)	\$295,242
Water	\$4,263,127	\$5,960,267	(\$1,697,140)	(\$1,769,331)	\$72,191
Wastewater	\$3,907,276	\$3,945,550	(\$38,274)	(\$210,805)	\$172,531
Sanitation	\$2,190,557	\$2,356,224	(\$165,667)	(\$229,635)	\$63,968
Drainage	\$681,832	\$537,806	\$144,026	\$142,337	\$1,689

GENERAL FUND

The General Fund posted actual year-to-date fourth quarter net revenue of \$926,764 which compared favorably to a budgeted net revenue \$0. Revenues and other financing sources were higher than budget by \$672,529. Contributing factors to these favorable results were:

- Higher than projected budget revenues of \$1,044,386 due to stronger than expected sales tax, property taxes, building permits, fines, insurance proceeds and other miscellaneous revenues; which offset
- Budget revenue shortfalls of (\$173,323) from investment income, charges for services and payments from component unit; and
- Lower than budget transfers-in from other utility funds of (\$198,534) due to below budget shared service departments cost-of-services.

Year-to-date fourth quarter operating expenditures and other financing uses were favorable (lower) than budget appropriations by \$254,235. Highlights for expenditure variances were:

- Favorable to budget personnel costs, before attrition factor, of \$317,585, due to turnover; but slightly unfavorable to budget personnel costs, after attrition factor, of (\$44,105) which indicates that the attrition factor budgeted aligned with the vacancy experienced;
- Unfavorable to budget maintenance costs of (\$107,613); which were offset by
- Favorable to budget expenditures in supplies, services, capital, and sundries of \$365,745; and
- Lower than budget transfers-out of \$40,208.

ELECTRIC FUND

The Electric Distribution Fund posted a year-to-date fourth quarter net revenue of \$122,384 which was \$371,302 favorable to the budgeted net loss of (\$248,918). Highlights include:

- Revenues from charges for services were higher than budget by \$26,080 despite lower than budget kWh consumption reflecting a full fiscal year of electric rate increases that went into effect January 1, 2020;
- Investment income was unfavorable to budget by (\$60,524) but miscellaneous income was higher than budget by \$18,561 and transfers-in were unfavorable to budget by (\$16,681) on lower shared service departments cost in the Electric Fund;
- Department operating expenditures were favorable (lower) to budget by \$306,691 with savings realized in all expenditure categories except maintenance, franchise fees and miscellaneous expenditures; and
- Transfers to the General Fund were lower than budget by \$97,175 due to lower spending in General Fund shared service departments.

Key Electric Fund infrastructure projects for the fiscal year included:

- Copper conductor replacement (bond funded)
- Annual pole changeout both in-house and contractor
- Installation of auto protection devices and improvements to system automation
- Improvements associated with old Chappell Hill Road widening
- Blinn Football Field House, Blinn Science Wing and student housing projects
- Circle K project

- Munz lift station project
- Equipment purchases, including, skid steer and mini skylift with trailer, rapid deploy trailer, and 2021 Chevy work truck
- Annual service installs and replacements (lines, meters and transformers)

GAS FUND

For year-to-date fourth quarter, the Gas Distribution Fund posted a net loss of (\$27,857), which was favorable by \$295,242 to a budgeted net loss of (\$323,099). Highlights for the year include:

- Revenues from charges for services were higher than budget by \$88,479 because of Winter Storm Uri;
- Investment income was unfavorable to budget by (\$11,120);
- Miscellaneous revenues were higher than budget by \$53,477 with the resale of odorizers to Energy Transfer;
- Department operating expenditures were favorable (lower) to budget by \$131,104 with savings in capital outlay and maintenance offsetting budget overages in salaries, supplies, services, franchise fees, and miscellaneous expenditures;
- The Gas Fund has no debt service; and
- Transfers to the General Fund and Electric Fund were favorable to budget by \$33,302 because of shared service department savings.

Key Gas Fund infrastructure projects for the second quarter included:

- Completion of City Gate #2
- Liberty Village Phase I and 2
- Gas main from SSLC to South Chappell Hill
- Vintage Farms Phase III and V
- Completion of Burleson Street gas extension
- Annual service installs and replacements (lines, meters and regulators)

WATER FUND

The Water Fund posted year-to-date fourth quarter net loss of (\$1,697,140) which was favorable to projected net loss of (\$1,769,331) by \$72,191. The loss is due to payoff of a Bank of Brenham loan to partially bridge-fund Lake Intake repairs, while waiting on reimbursement bond proceeds from a planned February 2022 issuance. Other highlights for the year include:

- Revenues from charges for services were unfavorable to budget by (\$194,321) on lower billed gallons of consumption;
- Miscellaneous income was favorable to budget by \$12,063 and investment income was slightly unfavorable to budget by (\$6);
- Department operating expenditures were favorable to budget by \$190,209 with savings in cost of sales, salaries, services, and franchise fees offsetting budget overages for supplies, maintenance, capital outlay and sundries;
- Debt service was favorable to budget by \$31,733; and
- Transfers-out to the General Fund and the Electric Fund for shared service cost reimbursements were favorable to budget by \$32,512.

Key Water Fund infrastructure projects for the fiscal year included:

- Lake Intake repairs
- Atlow Storage Tower engineering and bid award
- Baker Katz onsite extension
- S Dixie water main replacement
- Clinton Street water main replacement
- Main Street extension to Chappell Hill
- Ledbetter & Woodson Lane at Bruce Street
- N Baylor Street main replacement
- E Stone Street water line lowering
- Matilda Street water main replacement
- Annual new services (lines and meters)

WASTEWATER FUND

Year-to-date fourth quarter FY20-21 net loss for the Wastewater Fund was (\$38,274), which was \$172,531 favorable to budgeted net loss of (\$210,805). Highlights for the fiscal year include:

- Revenues from charges for services were \$84,218 higher than budget estimates;
- Investment income was (\$14,050) unfavorable to budget while miscellaneous income was \$13,034 higher than budget;
- Operating expenditures were favorable to budget by \$105,815, with savings in personnel, maintenance, capital, franchise fees, and miscellaneous expenditures offsetting overages in supplies and services;
- Debt service was (\$36,618) unfavorable to budget;
- Transfers-out to the General Fund and the Electric Fund for shared service cost reimbursements were favorable to budget by \$20,131.

Key Wastewater Fund infrastructure projects for the fiscal year included:

- Baker Katz onsite extension
- Munz lift station
- Ralston Creek lift station
- Burleson Street sewer main extension
- N Park sewer extension
- Annual new service installs and service replacements

SANITATION FUND

The Sanitation Fund posted actual year-to-date fourth quarter net loss of (\$165,667), compared to budget net loss of (\$229,635), creating a favorable variance of \$63,968. Highlights for the fiscal year include:

- Revenues from charges for services were \$14,695 higher than budget;
- Investment and miscellaneous income were \$19,992 favorable to budget;
- Operating expenditures were (\$3,500) unfavorable to budget; and
- Transfers-out to the General Fund and the Electric Fund for shared service cost reimbursements that were favorable to budget by \$32,780.

DRAINAGE FUND

The Drainage Fund posted actual year-to-date fourth quarter FY20-21 net revenues of \$144,026 compared to budget net revenues of \$142,337, creating a favorable variance of \$1,689. Highlights for the fiscal year include:

- Revenues were (\$204) unfavorable to budget;
- Miscellaneous revenues were \$442 higher than budget;
- Debt payments were \$1,143 favorable to budget; and
- Operating expenditures were \$308 favorable to budget with budget overages in salaries offset by budget savings in supplies, maintenance, and services.

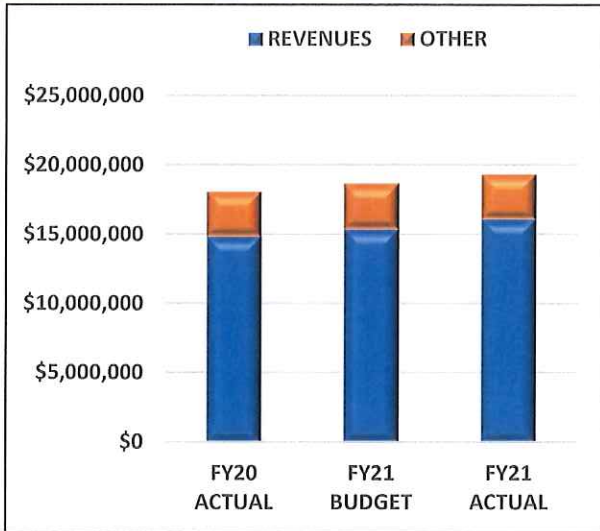
Key Drainage Fund projects for the fiscal year included:

- Hickory Lane drainage improvements
- Concrete, curb and gutter improvements on various locations around the City
- Purchase of a wheeled excavator (50%)

CONCLUSION

For fiscal year 20-21, the City experienced favorable performance in all seven funds relative to budget. After you have reviewed this financial performance report, should you have any questions or comments prior to the council meeting, please do not hesitate to contact us directly.

REVENUES AND OTHER FINANCING SOURCES



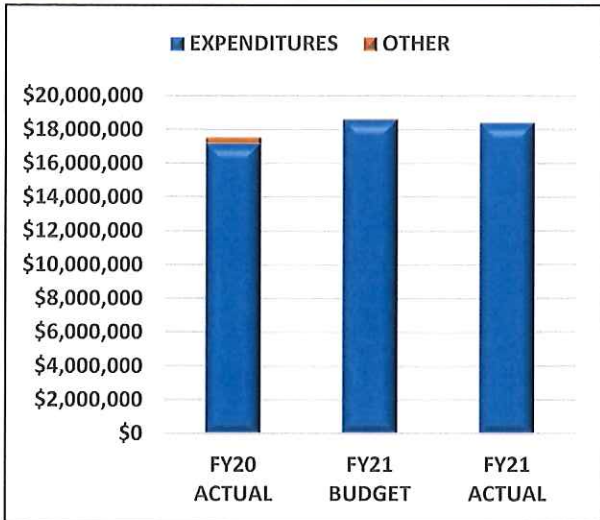
For the Fiscal Year 2020-21, \$19.3 million of actual revenues and other financing sources exceeded budget projections of \$18.7 million and prior year of \$18.1 million. Sales tax exceeded budget by \$590,149. Revenue from licenses and permits exceeded budget by \$207,232. Intergovernmental, fines and forfeitures and miscellaneous revenues were also favorable to budget while revenues from other lines were unfavorable. Overall results were revenues and other financing sources finished the fiscal year \$712,736 above budget.

YTD
9/30/21

GENERAL FUND - FINANCIAL RESULTS

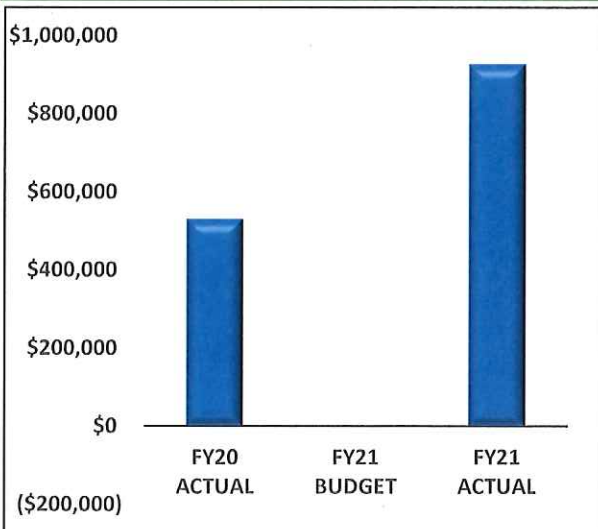
FUND 101

EXPENDITURES AND OTHER USES OF FINANCING SOURCES



For Fiscal Year 2020-21, actual expenditures and other uses of resources were lower than budget by \$254,235 and higher than prior year by \$867,833. Budgetary savings in supplies, contractual services, capital and sundries offset overages in maintenance. Actual personnel expenditures were \$44,105 higher than budget net of the attrition factor.

INCREASE/(DECREASE) OF FUND BALANCE



For the Fiscal Year 2020-21, there was a increase to fund balance of \$928,312. This compared favorably to a budgeted change of \$0 and prior year increase to fund balance of \$531,521.

CITY OF BRENHAM
FY21 4TH QUARTER RESULTS (BUDGETARY BASIS)

FUND 101 - GENERAL FUND FINANCIAL STATEMENT

IN \$	4TH QTR YTD			FY21 ACT FAV/(UNFAV) TO		ANNUAL FY21 BUDGET		FY21 YTD ACT AS % OF	
	FY20 ACT	FY21 BUD	FY21 ACT	FY20 ACT	FY21 BUD	ORIGINAL	AMENDED	BUDGET (O)	BUDGET (A)
REVENUES									
TAXES (2)	12,507,907	12,871,131	13,419,953	912,046	548,822	12,721,439	12,871,131	105.5%	104.3%
LICENSES AND PERMITS	298,706	164,485	371,717	73,011	207,232	164,485	164,485	226.0%	226.0%
INTERGOVERNMENTAL	380,564	480,258	512,554	131,990	32,296	377,000	480,258	136.0%	106.7%
CHARGES FOR SERVICES	423,514	620,342	575,207	151,692	(45,135)	620,342	620,342	92.7%	92.7%
FINES AND FORFEITURES	583,573	614,617	679,067	95,494	64,450	614,617	614,617	110.5%	110.5%
INVESTMENT INCOME	97,253	128,800	43,887	(53,366)	(84,913)	128,800	128,800	34.1%	34.1%
PAYMENT FROM COMPONENT UNIT	171,050	277,000	233,725	62,675	(43,275)	277,000	277,000	84.4%	84.4%
CONTRIBUTIONS AND DONATIONS	-	-	-	-	-	-	-	0.0%	0.0%
MISCELLANEOUS	368,099	201,303	240,628	(127,471)	39,325	201,303	201,303	119.5%	119.5%
TOTAL REVENUES	14,830,666	15,357,936	16,076,738	1,246,073	718,802	15,104,986	15,357,936	106.4%	104.7%
EXPENDITURES									
CURRENT:									
CULTURE AND RECREATION	2,995,196	3,518,325	3,372,044	(376,849)	146,281	3,484,067	3,518,325	96.8%	95.8%
GENERAL GOVERNMENT^A	5,735,823	6,112,371	5,924,013	(188,189)	188,358	5,960,411	6,112,371	99.4%	96.9%
HEALTH AND WELFARE	539,171	559,697	543,588	(4,417)	16,109	559,697	559,697	97.1%	97.1%
HIGHWAYS AND STREETS	1,133,228	1,308,509	1,168,250	(35,021)	140,259	1,329,950	1,308,509	87.8%	89.3%
PUBLIC SAFETY	6,722,649	7,310,789	7,258,668	(536,019)	52,121	7,310,100	7,310,789	99.3%	99.3%
PERSONNEL ATTRITION FACTOR^A	-	(361,690)	-	-	(361,690)	(361,690)	(361,690)	0.0%	0.0%
DEBT SERVICE:									
INTEREST & FISCAL CHARGES	-	-	-	-	-	-	-	0.0%	0.0%
PRINCIPAL RETIREMENT	-	-	-	-	-	-	-	0.0%	0.0%
ISSUANCE COSTS	-	-	-	-	-	-	-	0.0%	0.0%
CAPITAL OUTLAY	48,558	152,484	119,894	(71,337)	32,590	65,000	152,484	184.5%	78.6%
TOTAL EXPENDITURES	17,174,625	18,600,485	18,386,458	(1,211,833)	214,028	18,347,535	18,600,485	100.2%	98.8%
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(2,343,959)	(3,242,549)	(2,309,719)	34,240	932,830	(3,242,549)	(3,242,549)	71.2%	71.2%
OTHER FINANCING SOURCES (USES)									
TRANSFERS IN	3,206,323	3,272,756	3,074,222	(132,101)	(198,534)	3,272,756	3,272,756	93.9%	93.9%
TRANSFERS OUT	(363,511)	(59,719)	(19,512)	343,999	40,207	(40,207)	(59,719)	48.5%	32.7%
INSURANCE PROCEEDS	36,094	29,512	181,773	145,679	152,261	10,000	29,512	1817.7%	615.9%
TOTAL OTHER SOURCES/(USES)	2,878,906	3,242,549	3,236,483	357,577	(6,066)	3,242,549	3,242,549	99.8%	99.8%
NET CHANGE IN FUND BALANCE	534,947	(0)	926,764	391,817	926,764	-	-	0.0%	0.0%
FUND BALANCES - BEGINNING	4,430,169	4,968,541	4,968,541	538,372	-	4,968,541	4,968,541	100.0%	100.0%
FUND BAL - ENDING (INCLUDES ACCRUAL ADJ)	4,968,541	4,968,541	5,895,853	928,312	928,312	4,968,541	4,968,541	118.7%	118.7%
(1) ACTUALS EXCLUDE ACCRUED COMP TIME	(3,425)	-	1,548	(4,973)	-	-	-	0.0%	0.0%
NET CHANGE IN FUND BALANCE ADJUSTED	531,521	(0)	928,312	396,790	926,764	-	-	0.0%	0.0%
(2) TAXES DETAIL									
TAX RECEIPTS-GENERAL FUND	4,584,798	4,656,676	4,699,836	115,038	43,160	4,656,676	4,656,676	100.9%	100.9%
DEFERRAL - SPREAD EVEN FOR YEAR	-	-	-	-	-	-	-	-	-
PENALTY AND INTEREST/TAX	41,124	45,000	36,603	(4,521)	(8,397)	45,000	45,000	81.3%	81.3%
PENALTY FOR LATE RENDITION	3,652	6,000	4,257	605	(1,743)	6,000	6,000	70.9%	70.9%
CITY SALES TAX	5,266,207	5,384,021	5,974,170	707,963	590,149	5,234,329	5,384,021	114.1%	111.0%
ACCRUAL FOR MAY AND JUN	-	-	-	-	-	-	-	-	-
UTIL FRANCHISE TAXES	2,209,133	2,335,434	2,321,270	112,137	(14,164)	2,335,434	2,335,434	99.4%	99.4%
GROSS RECPTS/FRANCHISE TAX	239,977	261,000	227,067	(12,910)	(33,933)	261,000	261,000	87.0%	87.0%
SANITATION FRANCHISE TAX	35,932	33,000	34,780	(1,152)	1,780	33,000	33,000	105.4%	105.4%
MIXED BEVERAGES TAX RECPT	55,708	77,000	55,381	(328)	(21,619)	77,000	77,000	71.9%	71.9%
PHONE ACCESS LINE FEES	71,376	73,000	66,590	(4,787)	(6,410)	73,000	73,000	91.2%	91.2%
TOTAL	12,507,907	12,871,131	13,419,953	912,046	548,822	12,721,439	12,871,131	105.5%	104.3%

CITY OF BRENHAM
FY21 4TH QUARTER RESULTS (BUDGETARY BASIS)

GENERAL FUND EXPENDITURES BY DEPARTMENT

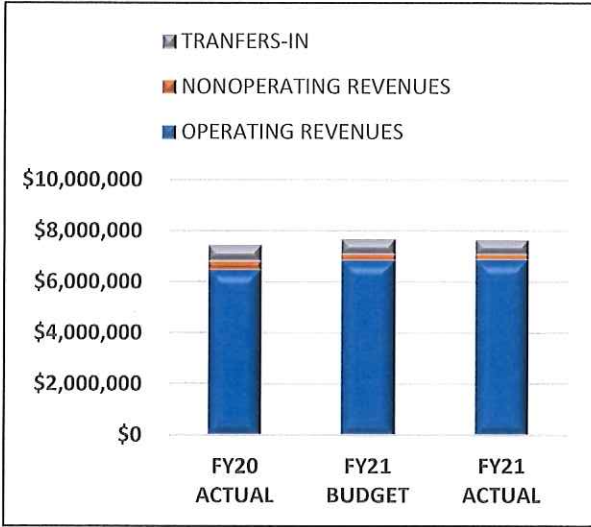
IN \$	4TH QTR YTD			FY21 ACT FAV/(UNFAV) TO		ANNUAL FY21 BUDGET		FY21 YTD ACT AS % OF	
	FY20 ACT	FY21 BUD	FY21 ACT	FY20 ACT	FY21 BUD	ORIGINAL	AMENDED	BUDGET (O)	BUDGET (A)
CULTURE AND RECREATION (INCLUDES CAPITAL)									
049 MRKTING & PUBLIC RELATIONS	428,625	493,526	431,551	(2,926)	61,975	493,526	493,526	87.4%	87.4%
144 PARKS	1,211,293	1,391,889	1,325,222	(113,929)	66,667	1,391,889	1,391,889	95.2%	95.2%
146 LIBRARY	524,685	622,536	564,508	(39,822)	58,028	588,278	622,536	96.0%	90.7%
149 AQUATIC CENTER	829,937	1,009,587	1,049,977	(220,040)	(40,390)	1,009,587	1,009,587	104.0%	104.0%
SUBTOTAL	2,994,540	3,517,538	3,371,257	(376,717)	146,281	3,483,280	3,517,538	96.8%	95.8%
GENERAL GOVERNMENT (INCLUDES CAPITAL)									
100 NON-DEPT DIRECT EXPEND	455,052	599,054	620,874	(165,822)	(21,820)	449,362	599,054	138.2%	103.6%
100 PERSONNEL ATTRITITION FACTOR	-	(361,690)	-	-	(361,690)	(361,690)	(361,690)	0.0%	0.0%
110 NON-DEPT MISC EXPEND	84,389	67,500	83,867	521	(16,367)	67,500	67,500	124.2%	124.2%
121 ADMINISTRATION	874,929	866,598	868,848	6,081	(2,250)	866,598	866,598	100.3%	100.3%
122 DEVELOPMENT SERVICES	671,368	859,177	812,018	(140,650)	47,159	856,909	859,177	94.8%	94.5%
123 HUMAN RESOURCES	207,665	235,786	214,826	(7,160)	20,960	235,786	235,786	91.1%	91.1%
125 MAIN ST/ECONOMIC DEV	-	-	-	-	-	-	-	0.0%	0.0%
128 ENGINEERING SERVICES	-	-	-	-	-	-	-	0.0%	0.0%
131 FACILITY/FLEET MAINT	785,565	760,662	776,000	9,565	(15,338)	760,662	760,662	102.0%	102.0%
133 FINANCE & ADMIN SERVICES	1,140,466	1,196,012	1,114,023	26,442	81,989	1,196,012	1,196,012	93.1%	93.1%
135 PURCHASING/CENTRAL WRHSE	305,592	316,931	366,751	(61,159)	(49,820)	316,931	316,931	115.7%	115.7%
155 MUNICIPAL COURT	476,427	419,750	392,126	84,301	27,624	419,750	419,750	93.4%	93.4%
167 GENERAL GOVT SERVICES	146,951	130,538	139,340	7,611	(8,802)	130,538	130,538	106.7%	106.7%
172 INFORMATION TECHNOLOGY	587,419	689,406	535,340	52,080	154,067	690,363	689,406	77.5%	77.7%
SUBTOTAL	5,735,823	5,779,724	5,924,013	(188,189)	(144,289)	5,628,721	5,779,724	105.2%	102.5%
HEALTH AND WELFARE (INCLUDES CAPITAL)									
154 ANIMAL CONTROL/SHELTER	539,171	559,697	543,588	(4,417)	16,109	559,697	559,697	97.1%	97.1%
HIGHWAYS AND STREETS (INCLUDES CAPITAL)									
141 STREETS	995,068	1,224,004	1,078,799	(83,731)	145,205	1,226,004	1,224,004	88.0%	88.1%
148 AIRPORT	138,160	207,946	209,345	(71,185)	(1,399)	138,946	207,946	150.7%	100.7%
SUBTOTAL	1,133,228	1,431,950	1,288,144	(154,916)	143,806	1,364,950	1,431,950	94.4%	90.0%
PUBLIC SAFETY (INCLUDES CAPITAL OUTLAY)									
050 CITY COMMUNICATIONS	253,655	208,674	217,611	36,044	(8,937)	208,674	208,674	104.3%	104.3%
151 POLICE	4,351,261	4,680,320	4,639,157	(287,895)	41,163	4,679,631	4,680,320	99.1%	99.1%
152 FIRE	2,166,947	2,422,582	2,402,689	(235,742)	19,894	2,422,582	2,422,582	99.2%	99.2%
SUBTOTAL	6,771,863	7,311,576	7,259,456	(487,593)	52,121	7,310,887	7,311,576	99.3%	99.3%
TOTAL (BUDGET BASIS)	17,174,625	18,600,485	18,386,458	(1,211,833)	214,028	18,347,535	18,600,485	100.2%	98.8%
ACCRUED COMP TIME	3,425	-	(1,548)	4,973	-	-	-	0.0%	0.0%
TOTAL (CAFR BASIS)	17,178,050	18,600,485	18,384,910	(1,206,859)	214,028	18,347,535	18,600,485	100.2%	98.8%

CITY OF BRENHAM
FY21 4TH QUARTER RESULTS (BUDGETARY BASIS)

GENERAL FUND EXPENDITURES BY CATEGORY

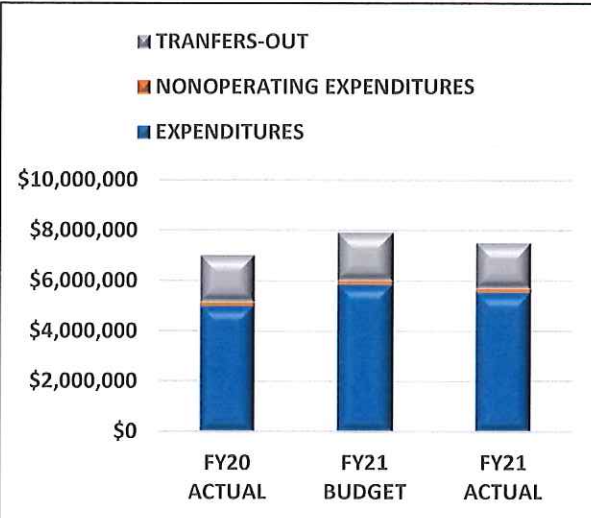
	4TH QTR YTD			FY21 ACT FAV/(UNFAV) TO		ANNUAL FY21 BUDGET		FY21 YTD ACT AS % OF	
IN \$	FY20 ACT	FY21 BUD	FY21 ACT	FY20 ACT	FY21 BUD	ORIGINAL	AMENDED	BUDGET (O)	BUDGET (A)
PERSONNEL GROSS	11,708,317	12,603,797	12,286,212	(577,895)	317,585	12,612,797	12,603,797	97.4%	97.5%
PERSONNEL ATTRITION FACTOR	-	(361,690)	-	-	(361,690)	(361,690)	(361,690)	0.0%	0.0%
SUBTOTAL PERSONNEL	11,708,317	12,242,107	12,286,212	(577,895)	(44,105)	12,251,107	12,242,107	100.3%	100.4%
SUPPLIES	1,147,263	1,591,050	1,447,212	(299,950)	143,837	1,382,534	1,591,050	104.7%	91.0%
MAINTENANCE	846,707	818,849	926,462	(79,755)	(107,613)	800,725	818,849	115.7%	113.1%
SERVICES	2,576,660	2,941,563	2,761,453	(184,793)	180,110	2,920,287	2,941,563	94.6%	93.9%
CAPITAL	48,558	152,484	119,894	(71,337)	32,590	65,000	152,484	184.5%	78.6%
SUNDRIES	847,121	854,432	845,224	1,897	9,208	922,882	854,432	91.6%	98.9%
TOTAL (BUDGET BASIS)	17,174,625	18,600,485	18,386,458	(1,211,833)	214,028	18,342,535	18,600,485	100.2%	98.8%
ACCRUED COMP TIME	3,425	-	(1,548)	4,973	-	-	-	0.0%	0.0%
TOTAL (CAFR BASIS)	17,178,050	18,600,485	18,384,910	(1,206,859)	214,028	18,342,535	18,600,485	100.2%	98.8%

REVENUES AND OTHER FINANCING SOURCES



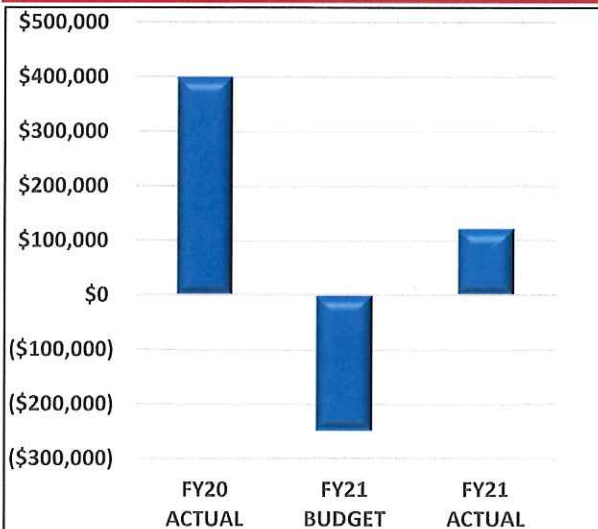
For the Fiscal Year 2020-21, actual distribution revenues, other financing sources, and transfers-in of \$7.6 million were slightly less than budget projections and 2.7% higher than prior year results. For revenues, actual kWh consumption at 265.8 million was lower than the 276.1 kWh budgeted and lower than FY20 kWh consumption of 272.2 million. Billed consumption revenues were lower than budget but higher than prior year, benefiting from a full year of the electric rate increase, effective January 1, 2020.

EXPENDITURES AND OTHER USES OF FINANCING SOURCES



For the Fiscal Year 2020-21, actual distribution operating expenditures, uses of other financing sources, and transfers-out of \$7.5 million were \$403,866 or 5.1 percent lower than budget but \$482,401 or 6.9 percent higher than prior year. Budget savings in salaries, supplies, contractual services and capital outlay, more than offset budget overages in maintenance, franchise fees and miscellaneous expenditures.

INCREASE/(DECREASE) OF FUND BALANCE



For the Fiscal Year 20-21, distribution net revenues of \$122,384 exceeded a budget loss of (\$248,918) and were lower than prior year's net revenues of \$400,598.

For purchased power pass-through accounted for in Fund 122, an under-collection of (\$835,574) was recognized for the Fiscal Year 2020-21.

YTD
9/30/21

ELECTRIC FUND - FINANCIAL RESULTS - DISTRIBUTION

FUND 102

CITY OF BRENHAM
FY21 4TH QUARTER RESULTS (BUDGETARY BASIS)

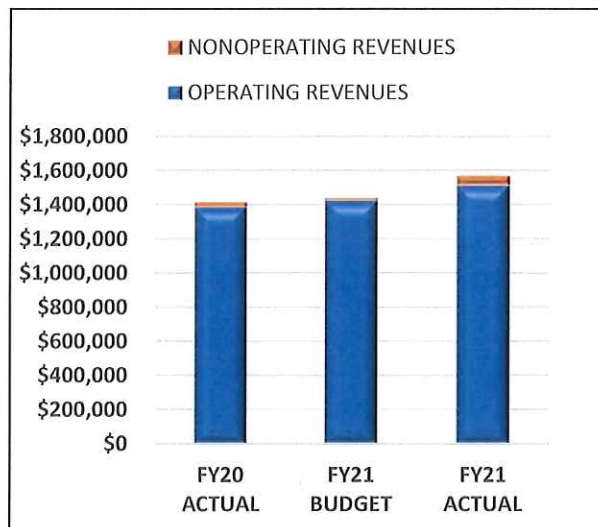
FUND 102 - ELECTRIC DISTRIBUTION FUND FINANCIAL STATEMENT

IN \$	4TH QTR YTD			FY21 ACT FAV/(UNFAV) TO		ANNUAL FY21 BUDGET		FY21 YTD ACT AS % OF	
	FY20 ACT	FY21 BUD	FY21 ACT	FY20 ACT	FY21 BUD	ORIGINAL	AMENDED	BUDGET (O)	BUDGET (A)
OPERATING REVENUES									
CHARGES FOR SERVICES	6,491,552	6,861,523	6,887,603	396,052	26,080	6,861,523	6,861,523	100.4%	100.4%
TOTAL REVENUES	6,491,552	6,861,523	6,887,603	396,052	26,080	6,861,523	6,861,523	100.4%	100.4%
OPERATING EXPENDITURES									
SALARIES	1,948,646	2,303,677	2,246,229	(297,583)	57,448	2,303,677	2,303,677	97.5%	97.5%
SUPPLIES	194,735	223,945	187,252	7,483	36,693	505,405	223,945	37.0%	83.6%
MAINTENANCE	74,301	101,805	105,787	(31,485)	(3,981)	109,300	101,805	96.8%	103.9%
CONTRACTUAL SERVICES	388,178	482,647	454,967	(66,789)	27,679	413,745	482,647	110.0%	94.3%
CAPITAL OUTLAY (INSTEAD OF DEP)	738,143	1,112,753	886,313	(148,169)	226,440	1,186,903	1,112,753	74.7%	79.7%
GROSS REVENUE TAX	1,371,424	1,454,103	1,460,700	(89,276)	(6,597)	1,454,103	1,454,103	100.5%	100.5%
MISCELLANEOUS	296,577	178,289	209,280	87,297	(30,991)	184,086	178,289	113.7%	117.4%
TOTAL OPERATING EXP	5,012,005	5,857,219	5,550,528	(538,523)	306,691	6,157,219	5,857,219	90.1%	94.8%
OPERATING INCOME (LOSS)	1,479,546	1,004,304	1,337,075	(142,471)	332,771	704,304	1,004,304	189.8%	133.1%
NONOPERATING REV (EXP)									
DEBT SERVICE:									
INTEREST & FISCAL CHARGES	(65,162)	(62,997)	(62,997)	2,166	0	(62,997)	(62,997)	100.0%	100.0%
PRINCIPAL RETIREMENT	(72,194)	(75,332)	(75,332)	(3,139)	(0)	(75,332)	(75,332)	100.0%	100.0%
ISSUANCE COSTS	-	-	-	-	-	-	-	0.0%	0.0%
INTERGOVERNMENTAL	115,148	-	-	(115,148)	-	-	-	0.0%	0.0%
INVESTMENT INCOME	145,071	189,901	129,377	(15,693)	(60,524)	189,901	189,901	68.1%	68.1%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-	0.0%	0.0%
MISCELLANEOUS, NET	57,024	18,688	37,249	(19,775)	18,561	18,688	18,688	199.3%	199.3%
TOTAL NONOP REV (EXP)	179,886	70,260	28,297	(151,589)	(41,963)	70,260	70,260	40.3%	40.3%
INCOME (LOSS) BEFORE CONTRIBUTIONS & TRFS	1,659,432	1,074,564	1,365,372	(294,060)	290,808	774,564	1,074,564	176.3%	127.1%
TRANSFERS IN	626,453	601,885	585,204	(41,249)	(16,681)	601,885	601,885	97.2%	97.2%
TRANSFERS OUT	(1,885,287)	(1,925,367)	(1,828,192)	57,095	97,175	(1,925,367)	(1,925,367)	95.0%	95.0%
TOTAL TRANSFERS IN/(OUT)	(1,258,834)	(1,323,482)	(1,242,988)	15,846	80,494	(1,323,482)	(1,323,482)	93.9%	93.9%
CHANGE IN NET POSITION	400,598	(248,918)	122,384	(278,214)	371,302	(548,918)	(248,918)	-22.3%	-49.2%

FUND 122 - ELECTRIC POWER FUND FINANCIAL STATEMENT

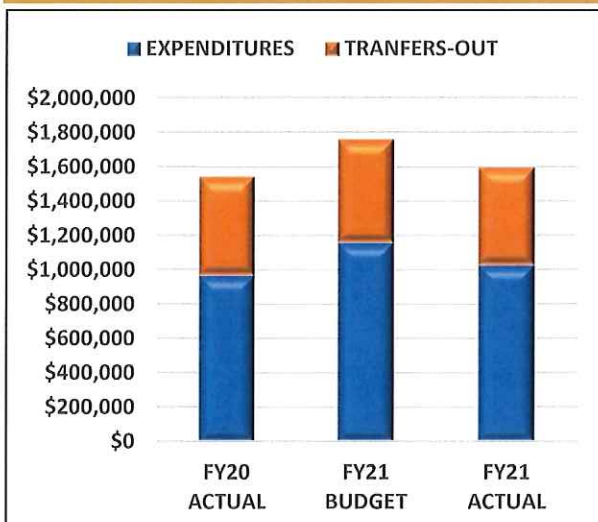
IN \$	4TH QTR YTD			FY21 ACT FAV/(UNFAV) TO		ANNUAL FY21 BUDGET		FY21 YTD ACT AS % OF	
	FY20 ACT	FY21 BUD	FY21 ACT	FY20ACT	FY21 BUD	ORIGINAL	AMENDED	BUDGET (O)	BUDGET (A)
OPERATING REVENUES									
CHARGES FOR SERVICES	13,655,404	14,512,988	14,783,828	1,128,424	270,840	14,512,988	14,512,988	101.9%	101.9%
TOTAL REVENUES	13,655,404	14,512,988	14,783,828	1,128,424	270,840	14,512,988	14,512,988	101.9%	101.9%
OPERATING EXPENDITURES									
COST OF SALES AND SERVICES	13,208,976	17,375,939	15,619,402	2,410,427	(1,756,537)	15,072,676	17,375,939	103.6%	89.9%
TOTAL OPERATING EXP	13,208,976	17,375,939	15,619,402	2,410,427	(1,756,537)	15,072,676	17,375,939	103.6%	89.9%
OPERATING INCOME (LOSS)	446,428	(2,862,951)	(835,574)	(1,282,002)	2,027,377	(559,688)	(2,862,951)	NA	NA
CHANGE IN NET POSITION	446,428	(2,862,951)	(835,574)	(1,282,002)	2,027,377	(559,688)	(2,862,951)	NA	NA

REVENUES AND OTHER FINANCING SOURCES



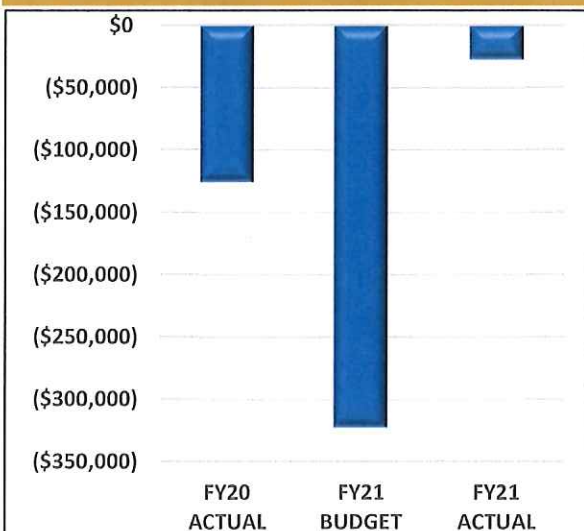
For the Fiscal Year 2020-21, actual distribution revenues and other financing sources were higher than the budget forecast by \$130,836 and higher than prior year actuals by \$153,894. Distribution revenues were higher than budget on higher mcf consumption from Winter Storm Uri. Nonoperating revenues were higher than budget with the sale of odorizers to Energy Transfer. Actual mcf consumption at 434,027 was higher than the 425,995 mcf budgeted and higher than FY19-20 mcf consumption of 407,259.

EXPENDITURES AND OTHER USES OF FINANCING SOURCES



For the Fiscal Year 2020-21, actual distribution operating expenditures and transfers-out were less than budget by \$164,406 but higher than prior year by \$55,579. A one time cost for a 2nd Border Station was incurred in FY21 but the project was completed under budget. Budget savings in maintenance and capital outlay offset higher than budget expenditures for personnel, supplies, contractual services, gross revenue tax, and miscellaneous expenditures. Transfers-out to the General Fund and the Electric Fund were lower than budget on shared service cost savings.

INCREASE/(DECREASE) OF FUND BALANCE



For the Fiscal Year 2020-21, fund balance from distribution operations decreased (\$27,857) which is favorable to the budgeted decrease of (\$323,099) and favorable to prior year's decrease of (\$126,262).

At the end of the fiscal year, there was an under-collection of natural gas commodity pass-through of (\$356,049) compared to a amended budget under collection of (\$357,391) and a prior year over-collection of \$121,959. This represents a pass back of a portion of prior year's over collection balance.

CITY OF BRENHAM

FY21 4TH QUARTER RESULTS (BUDGETARY BASIS)

FUND 103 - GAS DISTRIBUTION FUND FINANCIAL STATEMENT

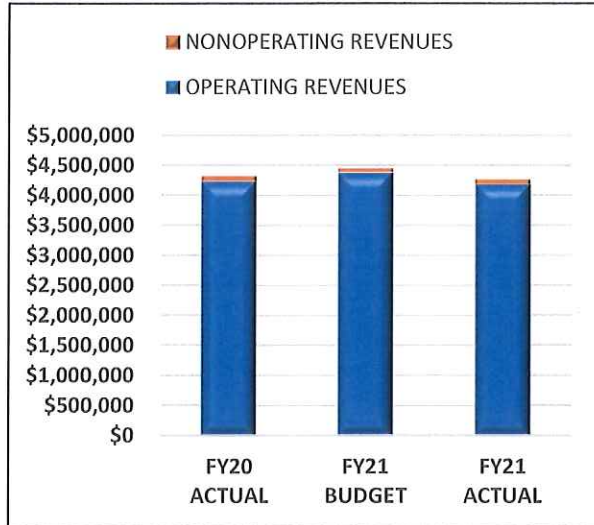
IN \$	4TH QTR YTD			FY21 ACT FAV/(UNFAV) TO		ANNUAL FY21 BUDGET		FY21 YTD ACT AS % OF	
	FY20 ACT	FY21 BUD	FY21 ACT	FY20 ACT	FY21 BUD	ORIGINAL	AMENDED	BUDGET (O)	BUDGET (A)
OPERATING REVENUES									
CHARGES FOR SERVICES	1,387,264	1,424,434	1,512,913	125,649	88,479	1,424,434	1,424,434	106.2%	106.2%
TOTAL REVENUES	1,387,264	1,424,434	1,512,913	125,649	88,479	1,424,434	1,424,434	106.2%	106.2%
OPERATING EXPENDITURES									
SALARIES	410,938	414,591	429,437	(18,500)	(14,846)	414,591	414,591	103.6%	103.6%
SUPPLIES	61,152	38,392	84,587	(23,435)	(46,195)	38,392	38,392	220.3%	220.3%
MAINTENANCE	23,394	78,375	53,586	(30,192)	24,789	35,375	78,375	151.5%	68.4%
CONTRACTUAL SERVICES	30,587	42,225	47,512	(16,925)	(5,287)	42,225	42,225	112.5%	112.5%
CAPITAL OUTLAY (INSTEAD OF DEP)	256,813	378,567	192,330	64,483	186,237	421,567	378,567	45.6%	50.8%
GROSS REVENUE TAX	172,279	187,635	194,487	(22,208)	(6,852)	187,635	187,635	103.7%	103.7%
MISCELLANEOUS	12,240	19,214	25,956	(13,715)	(6,742)	19,214	19,214	135.1%	135.1%
TOTAL OPERATING EXP	967,404	1,158,999	1,027,895	(60,491)	131,104	1,158,999	1,158,999	88.7%	88.7%
OPERATING INCOME (LOSS)	419,861	265,435	485,018	65,158	219,583	265,435	265,435	182.7%	182.7%
NONOPERATING REV (EXP)									
DEBT SERVICE:									
INTEREST & FISCAL CHARGES	-	-	-	-	-	-	-	0.0%	0.0%
PRINCIPAL RETIREMENT	-	-	-	-	-	-	-	0.0%	0.0%
ISSUANCE COSTS	-	-	-	-	-	-	-	0.0%	0.0%
INTERGOVERNMENTAL	-	-	-	-	-	-	-	0.0%	0.0%
INVESTMENT INCOME	11,327	13,500	2,380	(8,948)	(11,120)	13,500	13,500	17.6%	17.6%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-	0.0%	0.0%
MISCELLANEOUS, NET	16,193	-	53,477	37,283	53,477	-	-	NA	NA
TOTAL NONOP REV (EXP)	27,521	13,500	55,856	28,336	42,356	13,500	13,500	413.8%	413.8%
INCOME (LOSS) BEFORE CONTRIBUTIONS & TRFS	447,382	278,935	540,875	93,493	261,940	278,935	278,935	193.9%	193.9%
TRANSFERS IN	-	-	-	-	-	-	-	0.0%	0.0%
TRANSFERS OUT	(573,644)	(602,034)	(568,732)	4,912	33,302	(602,034)	(602,034)	94.5%	94.5%
TOTAL TRANSFERS IN/(OUT)	(573,644)	(602,034)	(568,732)	4,912	33,302	(602,034)	(602,034)	94.5%	94.5%
CHANGE IN NET POSITION	(126,262)	(323,099)	(27,857)	98,405	295,242	(323,099)	(323,099)	8.6%	8.6%

FUND 123 - GAS COMMODITY FUND FINANCIAL STATEMENT

IN \$	4TH QTR YTD			FY21 ACT FAV/(UNFAV) TO		ANNUAL FY21 BUDGET		FY21 YTD ACT AS % OF	
	FY20ACT	FY21 BUD	FY21 ACT	FY20ACT	FY21 BUD	ORIGINAL	AMENDED	BUDGET (O)	BUDGET (A)
OPERATING REVENUES									
CHARGES FOR SERVICES	1,090,338	1,345,270	1,346,612	256,274	1,342	1,274,270	1,345,270	105.7%	100.1%
TOTAL REVENUES	1,090,338	1,345,270	1,346,612	256,274	1,342	1,274,270	1,345,270	105.7%	100.1%
OPERATING EXPENDITURES									
COST OF SALES AND SERVICES	968,379	1,702,661	1,702,661	(734,282)	(0)	1,274,270	1,702,661	133.6%	100.0%
TOTAL OPERATING EXP	968,379	1,702,661	1,702,661	(734,282)	(0)	1,274,270	1,702,661	133.6%	100.0%
OPERATING INCOME (LOSS)	121,959	(357,391)	(356,049)	(478,008)	713,440	-	(357,391)	NA	NA
CHANGE IN NET POSITION	121,959	(357,391)	(356,049)	(478,008)	713,440	-	(357,391)	NA	NA

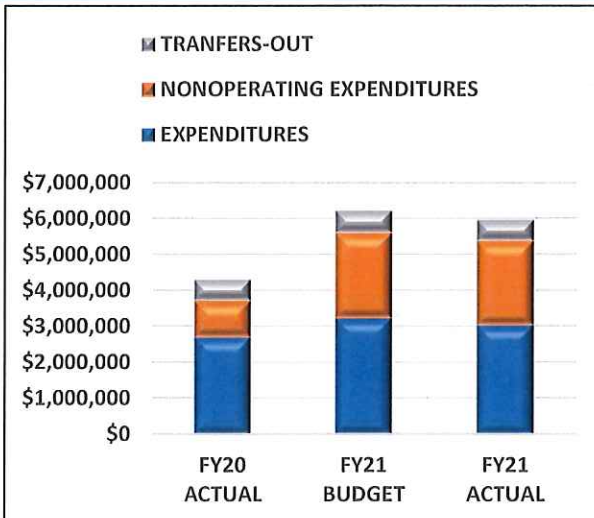
REVENUES AND OTHER FINANCING SOURCES

YTD
9/30/21



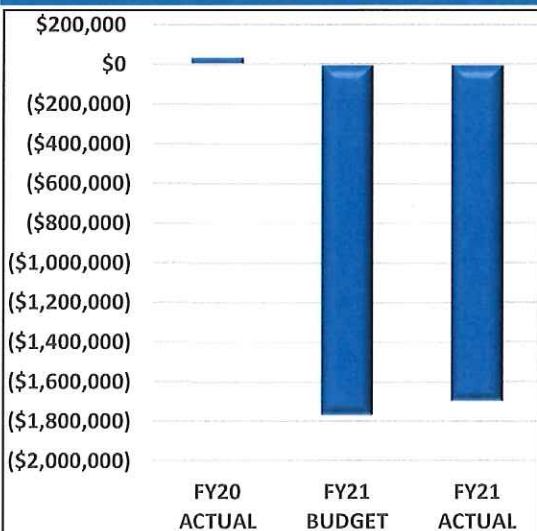
For the Fiscal Year 2020-21, actual revenues and other financing sources of \$4,183,523 were lower than the budget forecast of \$4,377,844 and lower than prior year's results \$4,230,805. 718,171,000 gallons of water were billed in Fiscal Year 2020-21 compared to 778,286,950 gallons budgeted and 773,301,900 gallons for the same period in the prior year. Lower consumption is attributable to COVID impact on businesses. In addition, rainfall for the summer was 16.36 inches versus 7.52 inches in the prior summer which reduces irrigation.

EXPENDITURES AND OTHER USES OF FINANCING SOURCES



For the Fiscal Year 2020-21, actual operating expenditures, nonoperating expenditures, and transfers-out of \$5,960,267 were lower than budget by \$254,454 and \$1,668,566 higher than prior year. Savings were realized in contractual services, franchise fees (on lower revenues), salaries (on turnover), and water purchase costs. These savings offset budget overages in supplies, capital outlay, maintenance, and sundries.

INCREASE/(DECREASE) OF FUND BALANCE



For the Fiscal Year 2020-21, net income decreased reserves by (\$1,697,140) which was slightly favorable to budget and unfavorable to prior year. Most of the loss was sustained on the retirement of the short-term loan from Bank of Brenham for Lake Intake repairs. Long-term (20 year) bond proceeds will be used to replenish fund balance.

WATER FUND - FINANCIAL RESULTS

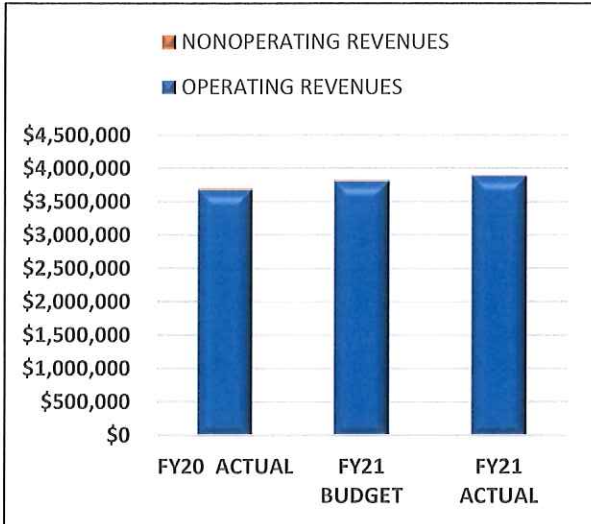
FUND 104

CITY OF BRENHAM
FY21 4TH QUARTER RESULTS (BUDGETARY BASIS)

FUND 104 - WATER FUND FINANCIAL STATEMENT

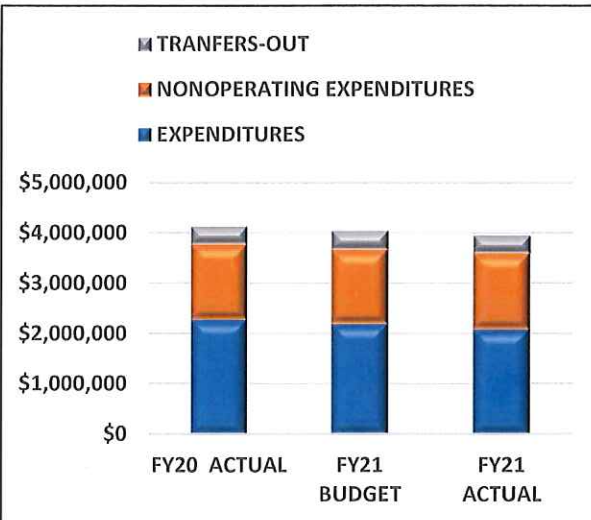
IN \$	4TH QTR YTD			FY21 ACT FAV/(UNFAV) TO		ANNUAL FY21 BUDGET		FY21 YTD ACT AS % OF	
	FY20 ACT	FY21 BUD	FY21 ACT	FY20 ACT	FY21 BUD	ORIGINAL	AMENDED	BUDGET (O) BUDGET (A)	
OPERATING REVENUES									
CHARGES FOR SERVICES	4,230,805	4,377,844	4,183,523	(47,282)	(194,321)	4,377,844	4,377,844	95.6%	95.6%
TOTAL REVENUES	4,230,805	4,377,844	4,183,523	(47,282)	(194,321)	4,377,844	4,377,844	95.6%	95.6%
OPERATING EXPENDITURES									
COST OF SALES AND SERVICES	398,042	392,946	389,251	8,791	3,696	392,946	392,946	99.1%	99.1%
SALARIES	789,324	929,080	906,616	(117,292)	22,464	929,080	929,080	97.6%	97.6%
SUPPLIES	465,617	509,697	526,794	(61,176)	(17,097)	516,187	509,697	102.1%	103.4%
MAINTENANCE	181,894	219,455	221,400	(39,506)	(1,945)	181,250	219,455	122.2%	100.9%
CONTRACTUAL SERVICES	289,706	529,811	351,336	(61,630)	178,474	547,751	529,811	64.1%	66.3%
CAPITAL OUTLAY (INSTEAD OF DEP)	261,289	314,306	331,968	(70,679)	(17,661)	240,781	314,306	137.9%	105.6%
GROSS REVENUE TAX	287,149	297,405	273,413	13,736	23,992	297,405	297,405	91.9%	91.9%
MISCELLANEOUS	29,196	27,883	29,596	(401)	(1,713)	27,883	27,883	106.1%	106.1%
TOTAL OPERATING EXPENDITURES	2,702,217	3,220,583	3,030,374	(328,157)	190,209	3,133,283	3,220,583	96.7%	94.1%
OPERATING INCOME (LOSS)	1,528,589	1,157,261	1,153,149	(375,440)	(4,112)	1,244,561	1,157,261	92.7%	99.6%
NONOPERATING REV (EXP)									
DEBT SERVICE:									
INTEREST & FISCAL CHARGES	(261,044)	(263,933)	(252,189)	8,855	11,744	(263,933)	(263,933)	95.6%	95.6%
PRINCIPAL RETIREMENT	(726,733)	(2,116,477)	(2,096,488)	(1,369,754)	19,989	(765,401)	(2,116,477)	273.9%	99.1%
ISSUANCE COSTS	(21,572)	-	-	21,572	-	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-	-	-	-	-	-
INVESTMENT INCOME	8,908	6,400	6,394	(2,514)	(6)	6,400	6,400	99.9%	99.9%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-	-	-
MISCELLANEOUS, NET	86,245	61,146	73,209	(13,036)	12,063	61,146	61,146	-	-
TOTAL NONOPERATING REV (EXP)	(914,196)	(2,312,864)	(2,269,073)	(1,354,877)	43,791	(961,788)	(2,312,864)	235.9%	98.1%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS									
	614,393	(1,155,603)	(1,115,924)	(1,730,317)	39,679	282,773	(1,155,603)	-394.6%	96.6%
TRANSFERS IN	-	-	-	-	-	-	-	-	-
TRANSFERS OUT	(580,135)	(613,728)	(581,216)	(1,081)	32,512	(613,728)	(613,728)	94.7%	94.7%
TOTAL TRANSFERS IN/(OUT)	(580,135)	(613,728)	(581,216)	(1,081)	32,512	(613,728)	(613,728)	94.7%	94.7%
CHANGE IN NET POSITION	34,258	(1,769,331)	(1,697,140)	(1,731,398)	72,191	(330,955)	(1,769,331)	512.8%	95.9%

REVENUES AND OTHER FINANCING SOURCES



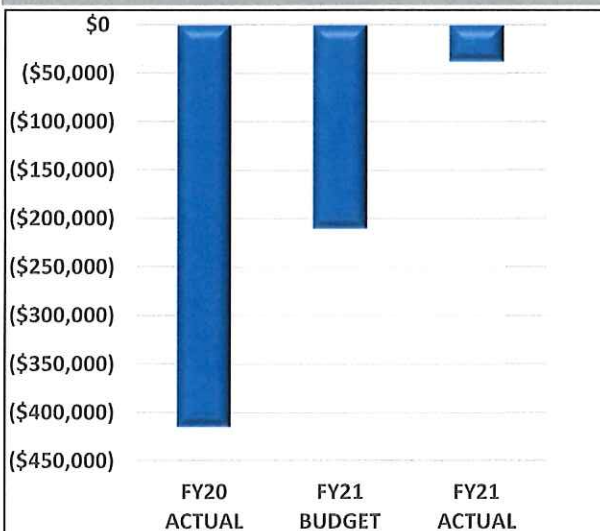
For the Fiscal Year 2020-21, actual revenues and other financing sources of \$3,907,276 were higher than the \$3,824,073 budgeted and higher than prior year's results of \$3,705,429.

EXPENDITURES AND OTHER USES OF FINANCING SOURCES



For the Fiscal Year 2020-21, actual operating expenditures, nonoperating expenditures, and transfers-out of \$3,945,550, were \$89,328 lower than budget and \$175,360 lower than prior year. Budget overages in supplies and contractual services were offset by budget savings in salaries, maintenance, capital outlay, franchise fees and miscellaneous.

INCREASE/(DECREASE) OF FUND BALANCE



For the Fiscal Year 2020-21, net loss decreased reserves by (\$38,274) but was favorable to a budgeted net loss of (\$210,805) and a prior year net loss of (\$415,481).

YTD
9/30/21

WASTEWATER FUND - FINANCIAL RESULTS

FUND 105

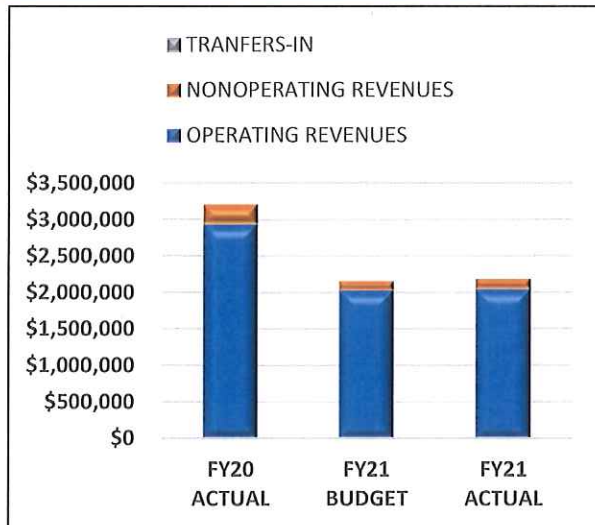
CITY OF BRENHAM
FY21 4TH QUARTER RESULTS (BUDGETARY BASIS)

FUND 105 - WASTEWATER FUND FINANCIAL STATEMENT

IN \$	4TH QTR YTD			FY21 ACT FAV/(UNFAV) TO		ANNUAL FY21 BUDGET		FY21 ACT AS % OF	
	FY20 ACT	FY21 BUD	FY21 ACT	FY20 ACT	FY21 BUD	ORIGINAL	AMENDED	BUDGET (O)	BUDGET (A)
OPERATING REVENUES									
CHARGES FOR SERVICES	3,678,658	3,808,478	3,892,696	214,038	84,218	3,808,478	3,808,478	102.2%	102.2%
TOTAL REVENUES	3,678,658	3,808,478	3,892,696	214,038	84,218	3,808,478	3,808,478	102.2%	102.2%
OPERATING EXPENDITURES									
SALARIES	569,963	731,844	705,047	(135,084)	26,797	731,844	731,844	96.3%	96.3%
SUPPLIES	170,517	170,415	187,056	(16,538)	(16,641)	168,310	170,415	111.1%	109.8%
MAINTENANCE	270,762	197,095	184,289	86,473	12,806	199,200	197,095	92.5%	93.5%
CONTRACTUAL SERVICES	648,180	637,941	673,434	(25,253)	(35,493)	636,946	637,941	105.7%	105.6%
CAPITAL OUTLAY (INSTEAD OF DEP)	329,759	145,790	32,298	297,461	113,492	146,785	145,790	22.0%	22.2%
GROSS REVENUE TAX	243,765	254,343	250,041	(6,276)	4,302	254,343	254,343	98.3%	98.3%
MISCELLANEOUS	40,985	49,541	48,990	(8,005)	551	49,541	49,541	98.9%	98.9%
TOTAL OPERATING EXPENDITURES	2,273,932	2,186,969	2,081,154	192,778	105,815	2,186,969	2,186,969	95.2%	95.2%
OPERATING INCOME (LOSS)	1,404,726	1,621,509	1,811,542	406,816	190,033	1,621,509	1,621,509	111.7%	111.7%
NONOPERATING REV (EXP)									
DEBT SERVICE:									
INTEREST & FISCAL CHARGES (ACCRUAL)	(140,004)	(96,861)	(113,479)	26,525	(16,618)	(96,861)	(96,861)	117.2%	117.2%
PRINCIPAL RETIREMENT (ACCRUAL)	(1,360,975)	(1,385,171)	(1,405,171)	(44,196)	(20,000)	(1,385,171)	(1,385,171)	101.4%	101.4%
ISSUANCE COSTS	-	-	-	-	-	-	-	NA	NA
INTERGOVERNMENTAL	-	-	-	-	-	-	-	0.0%	0.0%
INVESTMENT INCOME	10,367	15,095	1,045	(9,322)	(14,050)	15,095	15,095	6.9%	6.9%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-	NA	NA
MISCELLANEOUS, NET	16,403	500	13,534	(2,869)	13,034	500	500	2706.9%	2706.9%
TOTAL NONOPERATING REV (EXP)	(1,474,209)	(1,466,437)	(1,504,070)	(29,862)	(37,633)	(1,466,437)	(1,466,437)	102.6%	102.6%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS									
	(69,482)	155,072	307,472	376,954	152,400	155,072	155,072	198.3%	198.3%
TRANSFERS IN									
	-	-	-	-	-	-	-	NA	NA
TRANSFERS OUT									
	(345,999)	(365,877)	(345,746)	253	20,131	(365,877)	(365,877)	94.5%	94.5%
TOTAL TRANSFERS IN/(OUT)	(345,999)	(365,877)	(345,746)	253	20,131	(365,877)	(365,877)	94.5%	94.5%
CHANGE IN NET POSITION	(415,481)	(210,805)	(38,274)	377,207	172,531	(210,805)	(210,805)	18.2%	18.2%

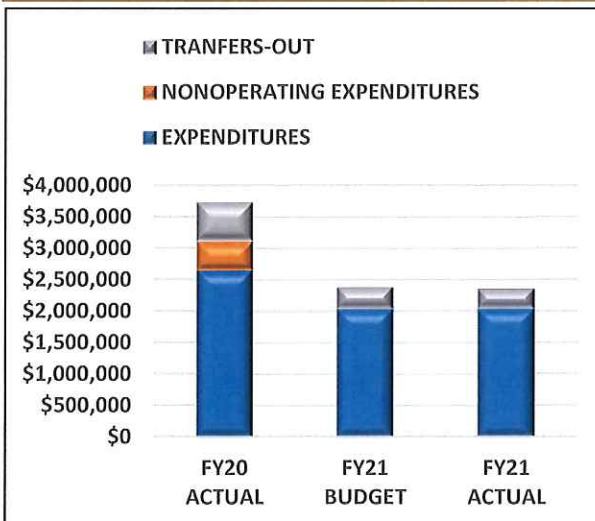
REVENUES AND OTHER FINANCING SOURCES

YTD
9/30/21



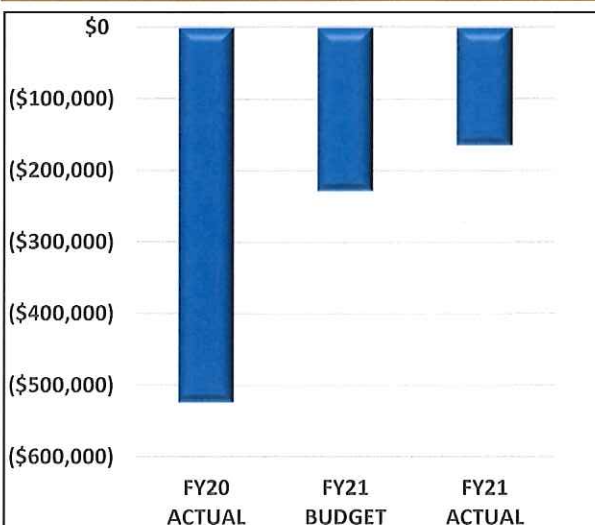
For the Fiscal Year 2020-21, actual revenues and other financing sources of \$2,190,557, were higher than the budget forecast of \$2,155,870. Actual revenues and other financing sources were lower than prior year because of the discontinuation of transfer station, collection station and recycling center business lines.

EXPENDITURES AND OTHER USES OF FINANCING SOURCES



For the Fiscal Year 2020-21, actual operating expenditures, nonoperating expenditures, and transfers-out of \$2,356,225 were lower than budget of \$2,385,505. Expenditures and transfers-out were lower than prior year with the discontinuation of transfer station, collection station and recycling center business lines.

INCREASE/(DECREASE) OF FUND BALANCE



For the Fiscal Year 2020-21, there was a net loss of (\$165,667), which was favorable to the budgeted net loss of (\$229,635). Prior year results for the same period showed a loss of (\$524,738) because of the payoff of debt on discontinued business lines.

SANITATION FUND - FINANCIAL RESULTS

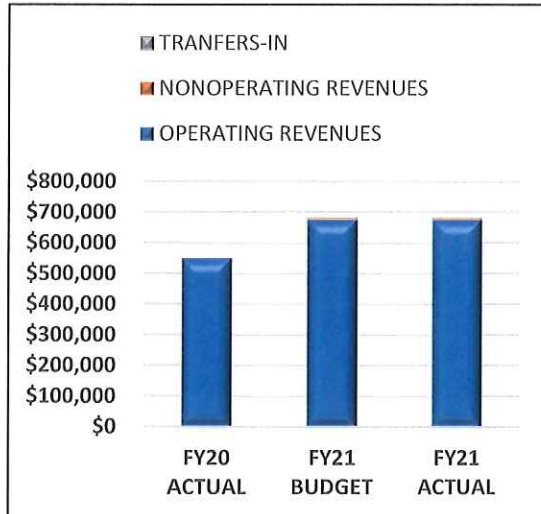
FUND 106

CITY OF BRENHAM
FY21 4TH QUARTER RESULTS (BUDGETARY BASIS)

FUND 106 - SANITATION FUND FINANCIAL STATEMENT

IN \$	4TH QTR YTD		FY21 ACT FAV/(UNFAV) TO		ANNUAL FY21 BUDGET		FY21 YTD ACT AS % OF	
	FY20 ACT	FY21 BUD	FY21 ACT	FY20 ACT	FY21 BUD	ORIGINAL	AMENDED	BUDGET (O) BUDGET (A)
OPERATING REVENUES								
CHARGES FOR SERVICES	2,935,022	2,032,370	2,047,065	(887,957)	14,695	2,024,321	2,032,370	101.1% 100.7%
TOTAL REVENUES	2,935,022	2,032,370	2,047,065	(887,957)	14,695	2,024,321	2,032,370	101.1% 100.7%
OPERATING EXPENDITURES								
SALARIES	459,392	-	-	459,392	-	-	-	0.0% 0.0%
SUPPLIES	121,618	-	23	121,595	(23)	-	-	0.0% 0.0%
MAINTENANCE	88,776	-	(6)	88,782	6	-	-	0.0% 0.0%
CONTRACTUAL SERVICES	1,924,366	2,035,870	2,038,523	(114,157)	(2,653)	2,027,821	2,035,870	100.5% 100.1%
CAPITAL OUTLAY (INSTEAD OF DEP)	-	-	-	-	-	-	-	0.0% 0.0%
GROSS REVENUE TAX	36,246	-	-	36,246	-	-	-	0.0% 0.0%
MISCELLANEOUS	22,876	-	830	22,047	(830)	-	-	0.0% 0.0%
TOTAL OPERATING EXP	2,653,274	2,035,870	2,039,370	613,905	(3,500)	2,027,821	2,035,870	100.6% 100.2%
OPERATING INCOME (LOSS)	281,748	(3,500)	7,696	(274,052)	11,196	(3,500)	(3,500)	-219.9% -219.9%
NONOPERATING REV (EXP)								
DEBT SERVICE:								
INTEREST & FISCAL CHARGES	(22,884)	-	-	22,884	-	-	-	0.0% 0.0%
PRINCIPAL RETIREMENT	(443,995)	-	-	443,995	-	-	-	0.0% 0.0%
ISSUANCE COSTS	-	-	-	-	-	-	-	0.0% 0.0%
INTERGOVERNMENTAL	-	-	-	-	-	-	-	0.0% 0.0%
INVESTMENT INCOME	11,221	3,500	7,961	(3,260)	4,461	3,500	3,500	227.5% 227.5%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-	0.0% 0.0%
MISCELLANEOUS, NET	262,164	120,000	135,530	(126,633)	15,530	120,000	120,000	NA NA
TOTAL NONOP REV (EXP)	(193,494)	123,500	143,492	336,986	19,992	123,500	123,500	116.2% 116.2%
INCOME (LOSS) BEFORE CONTRIBUTIONS & TRFS	88,254	120,000	151,188	62,934	31,188	120,000	120,000	126.0% 126.0%
TRANSFERS IN	-	-	-	-	-	-	-	0.0% 0.0%
TRANSFERS OUT	(612,992)	(349,635)	(316,855)	296,137	32,780	(349,635)	(349,635)	90.6% 90.6%
TOTAL TRANSFERS IN/(OUT)	(612,992)	(349,635)	(316,855)	296,137	32,780	(349,635)	(349,635)	90.6% 90.6%
CHANGE IN NET POSITION	(524,738)	(229,635)	(165,667)	359,071	63,968	(229,635)	(229,635)	72.1% 72.1%

REVENUES AND OTHER FINANCING SOURCES

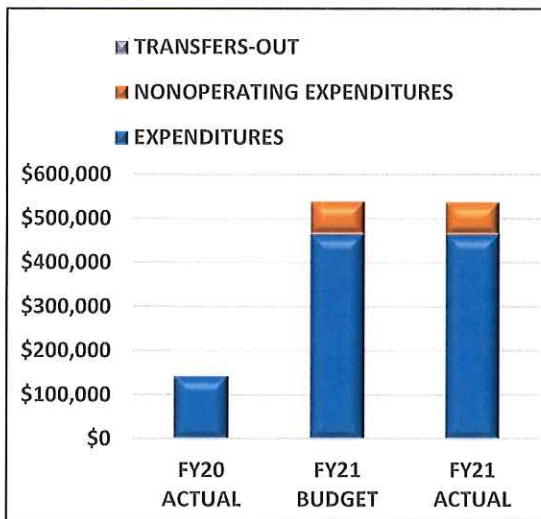


For the Fiscal Year 2020-21, actual revenues and other financing sources of \$681,832 were higher than budget projections of \$681,594. Revenues and other financing sources were higher than FY20 because the Drainage Fund's inception date was January 1, 2020 with results reflecting only nine (9) months of activity instead of twelve (12) months.

YTD
9/30/21

DRAINAGE FUND - FINANCIAL RESULTS

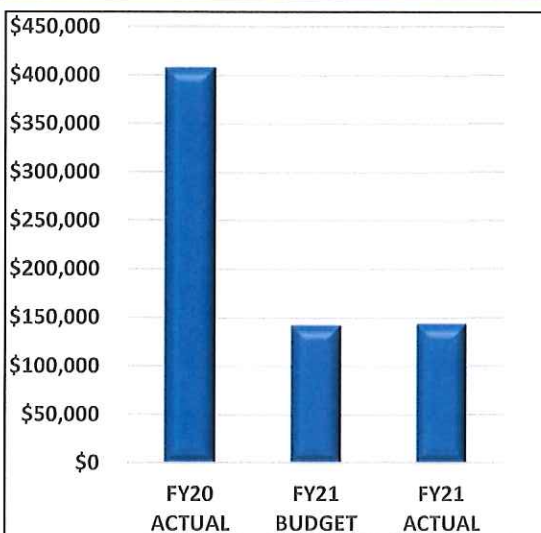
EXPENDITURES AND OTHER USES OF FINANCING SOURCES



For the Fiscal Year 2020-21, actual operating expenditures and nonoperating expenditures of \$537,806 were \$1,451 lower than budgeted amounts of \$539,257. FY20 results include only nine (9) months of expenditures.

\$200,537 was budgeted for drainage improvements on Hickory Lane and this project is completed.

CHANGE IN NET POSITION OPERATIONS



For the Fiscal Year 2020-21, revenues and other financing sources exceeded expenditures. Fund balance increased \$144,026. Results exceeded the budgeted increase of \$142,337 but were lower than prior year's increase of \$408,631.

FUND 107

CITY OF BRENHAM

FY21 4TH QUARTER RESULTS (BUDGETARY BASIS)

FUND 107 - DRAINAGE FUND FINANCIAL STATEMENT

IN \$	4TH QTR YTD			FY21 ACT FAV/(UNFAV) TO		ANNUAL FY21 BUDGET		FY21 YTD ACT AS % OF	
	FY20 ACT*	FY21 BUD	FY21 ACT	FY20 ACT	FY21 BUD	ORIGINAL	AMENDED	BUDGET (O)	BUDGET (A)
OPERATING REVENUES									
CHARGES FOR SERVICES	550,936	677,087	676,883	125,948	(204)	673,857	677,087	100.4%	100.0%
TOTAL REVENUES	550,936	677,087	676,883	125,948	(204)	673,857	677,087	100.4%	100.0%
OPERATING EXPENDITURES									
SALARIES	37,003	105,710	107,024	(70,021)	(1,314)	105,710	105,710	101.2%	101.2%
SUPPLIES	11,203	19,080	18,019	(6,817)	1,061	19,080	19,080	94.4%	94.4%
MAINTENANCE	94,440	128,396	128,142	(33,701)	254	130,200	128,396	98.4%	99.8%
CONTRACTUAL SERVICES	402	10,000	9,693	(9,291)	307	14,800	10,000	65.5%	96.9%
CAPITAL OUTLAY (INSTEAD OF DEP)	-	200,537	200,537	(200,537)	0	-	200,537	0.0%	0.0%
GROSS REVENUE TAX	-	-	-	-	-	-	-	0.0%	0.0%
MISCELLANEOUS	-	1,804	1,804	(1,804)	(0)	1,000	1,804	0.0%	0.0%
TOTAL OPERATING EXP	143,049	465,527	465,219	(322,171)	308	270,790	465,527	171.8%	99.9%
OPERATING INCOME (LOSS)	407,887	211,560	211,664	(196,223)	104	403,067	211,560	52.5%	100.0%
NONOPERATING REV (EXP)									
DEBT SERVICE:									
INTEREST & FISCAL CHARGES	-	(8,978)	(6,815)	-	2,163	(8,978)	(8,978)	75.9%	75.9%
PRINCIPAL RETIREMENT	-	(64,752)	(65,772)	-	(1,020)	(64,752)	(64,752)	101.6%	101.6%
ISSUANCE COSTS	-	-	-	-	-	-	-	0.0%	0.0%
INTERGOVERNMENTAL	-	-	-	-	-	-	-	0.0%	0.0%
INVESTMENT INCOME	744	4,279	4,279	3,535	0	-	4,279	0.0%	0.0%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-	-	-	-	0.0%	0.0%
MISCELLANEOUS, NET	-	228	670	670	442	-	228	0.0%	0.0%
TOTAL NONOP REV (EXP)	744	(69,223)	(67,638)	(68,382)	1,585	(73,730)	(69,223)	91.7%	97.7%
INCOME (LOSS) BEFORE CONTRIBUTIONS & TRFS	408,631	142,337	144,026	(264,605)	1,689	329,337	142,337	43.7%	101.2%
TRANSFERS IN	-	-	-	-	-	-	-	0.0%	0.0%
TRANSFERS OUT	-	-	-	-	-	-	-	0.0%	0.0%
TOTAL TRANSFERS IN/(OUT)	-	-	-	-	-	-	-	0.0%	0.0%
CHANGE IN NET POSITION	408,631	142,337	144,026	(264,605)	1,689	329,337	142,337	43.7%	101.2%

* YTD 2020 IS ONLY 9 MONTHS FROM FUND INCEPTION DATE OF 1/1/2020.



Regular City Council **AGENDA ITEM 9.**

Agenda Item: Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit on Property Currently Addressed as 1413 W. Main Street to Allow for an Automobile (Car) Wash in the B-1, Local Business Residential Mixed Use Zoning District and Further Described as Tract 186 of the Phillip Coe Survey in Brenham, Washington County, Texas (Case No. P-21-031)

Meeting Type: Regular Meeting-January 06, 2022

Department: Development Services

Staff Contact: Shauna Laauwe, AICP

SUMMARY STATEMENT:

TNT Carwash (applicant) and property owners Todd Felder and Tyson Felder are requesting approval of a Specific Use Permit for an automatic automobile (car) wash on approximately 0.61 acres of land addressed as 1413 West Main Street and generally located on the south side of W. Main Street, west of South Saeger Street and east of Munz Street.

The subject property is currently zoned as B-1, Local Business/Residential Mixed Use Zoning District. The current B-1 zoning designation allows for a mixture of retail, office and residential uses by-right. In addition, car washes were recently approved in September 2021 by a text amendment as a permitted use in the B-1 district with prior approval of a Specific Use Permit (SUP).

The Felder's have requested a SUP in order to redevelop the subject property as an automated automobile (car) wash that will operate 24-hours a day, 7 days per week. As detailed in the attached Staff Report, the proposed car wash structure is 50' x 100' (5000 sq.ft.) and is oriented north-south with the car wash entrance being located on the south end of the building and exiting on the north side nearest W. Main Street. The car wash consists of two automated wash bays that are 18-feet x 80-feet that are separated by a 14-foot x 80-foot equipment room. The remaining 20-feet of the structure consists of a covered kiosk at the wash entrance. As shown on the site plan (Exhibit C), the structure exceeds the minimum required setbacks and bufferyard requirements. The proposed site includes three vacuums that may service up to five vehicles and a parking space for maintenance personnel. Site circulation utilizes an improved driveway located on the west portion of the subject site along W. Main Street and provides cueing near the west property line for seven vehicles, the plan also details that an additional two to three vehicles may cue up outside each bay (two between the structure and vacuums and one at the kiosk), in addition to having one vehicle utilizing the car wash in each

bay, then exiting the structure to the west before departing the site. Given the vacuum parking, the parking space for an employee, cueing and car wash operation, the site may accommodate up to 20 vehicles at one time.

The purpose of the SUP process is to identify those uses which might be appropriate within a zoning district but, due to either their location, function, or operation, could have a potentially harmful impact on adjacent properties or the surrounding area; and to provide for a procedure whereby such uses might be permitted by further restricting or conditioning them to mitigate or eliminate such adverse impacts. The proposed car wash request would allow for the subject property to re-develop in a manner that is compatible with existing development and in accordance with the Comprehensive Plan.

Two comments from the public were received on December 22, 2021, with one in favor of the request and one against. The one in favor stated that the redevelopment would benefit the area with new construction and that they did not believe that traffic would increase. The public comment against the request did not feel that a new car wash was needed in Brenham and suggested a grocery store or clothing retail. The comment also stated that the streets in Dixie Addition and S. Market Street needed to be improved.

On Monday, December 20, 2021, after conducting a Public Hearing, the Planning and Zoning Commission **voted unanimously to recommend approval** of the SUP request, **with the following conditions:**

1. The automated car wash be constructed with the dryers/blowers to be within the car wash bay structure and to have attached noise-lessening cones.
2. The automated entrance machine/teller be located under a canopy as proposed.
3. Hooded and downcast lighting be utilized.
4. A detailed landscaping and screening plan be submitted and found to be in conformance with the landscaping and bufferyard requirements.

ATTACHMENTS:

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

RECOMMENDED ACTION:

Approve an ordinance on its first reading amending Appendix – A “Zoning” of the Code of Ordinances of the City of Brenham granting a Specific Use Permit request to allow an automobile (car) wash in the B-1, Local Business/Residential Mixed Use Zoning District on approximately 0.61 acres of land addressed as 1413 W. Main Street and further described as Tract 186 of the Phillip Coe Survey in Brenham, Washington County, Texas.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE (CAR) WASH USE IN A B-1 LOCAL BUSINESS / RESIDENTIAL MIXED-USE ZONING DISTRICT ON APPROXIMATELY 0.61 ACRES OF LAND ADDRESSED AS 1413 WEST MAIN STREET, BEING FURTHER DESCRIBED AS PHILLIP COE SURVEY, TRACT 186 IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, Todd Felder and Tyson Felder, the owners of TNT Carwash and the 0.61 acres of land generally located on the south side of West Main Street, east of Munz Street and west of South Saeger Street and addressed as 1413 West Main Street, being further described as Phillip Coe Survey, Tract 186, in Brenham, Washington County, Texas, and being further described on Exhibit “A” attached hereto and incorporated herein for all purposes (the “Property”), have requested that the Property be issued a Specific Use Permit for an Automobile (Car) Wash; and

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

WHEREAS, Appendix A – “Zoning” of the City of Brenham Code of Ordinances authorizes the City Council to grant specific use permits for specific uses within the various zoning districts; and

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

WHEREAS, this amendment was recommended unanimously for approval by the Brenham Planning and Zoning Commission during its regular meeting on December 20, 2021; and

WHEREAS, this amendment will include the following four (4) conditions to ensure compatibility with adjacent residential uses:

- The automated car wash shall be constructed with the dryers/blowers located within the car wash bay structure and equipped with fully-operating noise-reducing cones;
- The automated entrance machine/teller shall be located under the canopy shown on the Site Plan attached hereto as Exhibit “B” and incorporated herein for all purposes;

- Utilization of hooded, shaded and downcast lighting fixtures;
- A detailed landscaping and screening plan shall be submitted to the City and found by the City to be in conformance with all applicable landscaping and bufferyard requirements; and

WHEREAS, the City Council desires to approve this Ordinance granting the specific use permit, as described herein below; and

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

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

SECTION 1. The Official Zoning Map of the City of Brenham is hereby amended to show that a Specific Use Permit is granted to Todd Felder and Tyson Felder for an automobile (car) wash, more particularly described in Exhibit “B” and Exhibit “C”, attached hereto and incorporated herein for all purposes, in a B-1, Local Business/ Residential Mixed Use zoning district on approximately 0.61 acres of land addressed as 1413 West Main Street, being further described as Phillip Coe Survey, Tract 186 in Brenham, Washington County, Texas, said 0.61 acres of land being further described on Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. The development of the Property shall be in accordance with the following special conditions on the subject 0.61 acre tract: 1) the automated car wash shall be constructed with the dryers/blowers located within the car wash bay structure and equipped with fully-operating noise-reducing cones; 2) the automated entrance machine/teller shall be located under the canopy shown on the Site Plan attached hereto as Exhibit “B” and incorporated herein for all purposes; 3) hooded, shaded and downcast lighting fixtures shall be utilized; and 4) a detailed landscaping and screening plan shall be submitted to the City and found by the City to be in conformance with all applicable landscaping and bufferyard requirements.

SECTION 3. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind the Specific Use Permit granted by this Ordinance if:

- a. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Brenham, that occurs on the Property;

- b. The premises, or Property, used pursuant to the Specific Use Permit granted by this Ordinance are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;
- c. As otherwise permitted by law and/or Brenham's Zoning Ordinance, as it exists or may be amended.

SECTION 4. 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 January 2022.

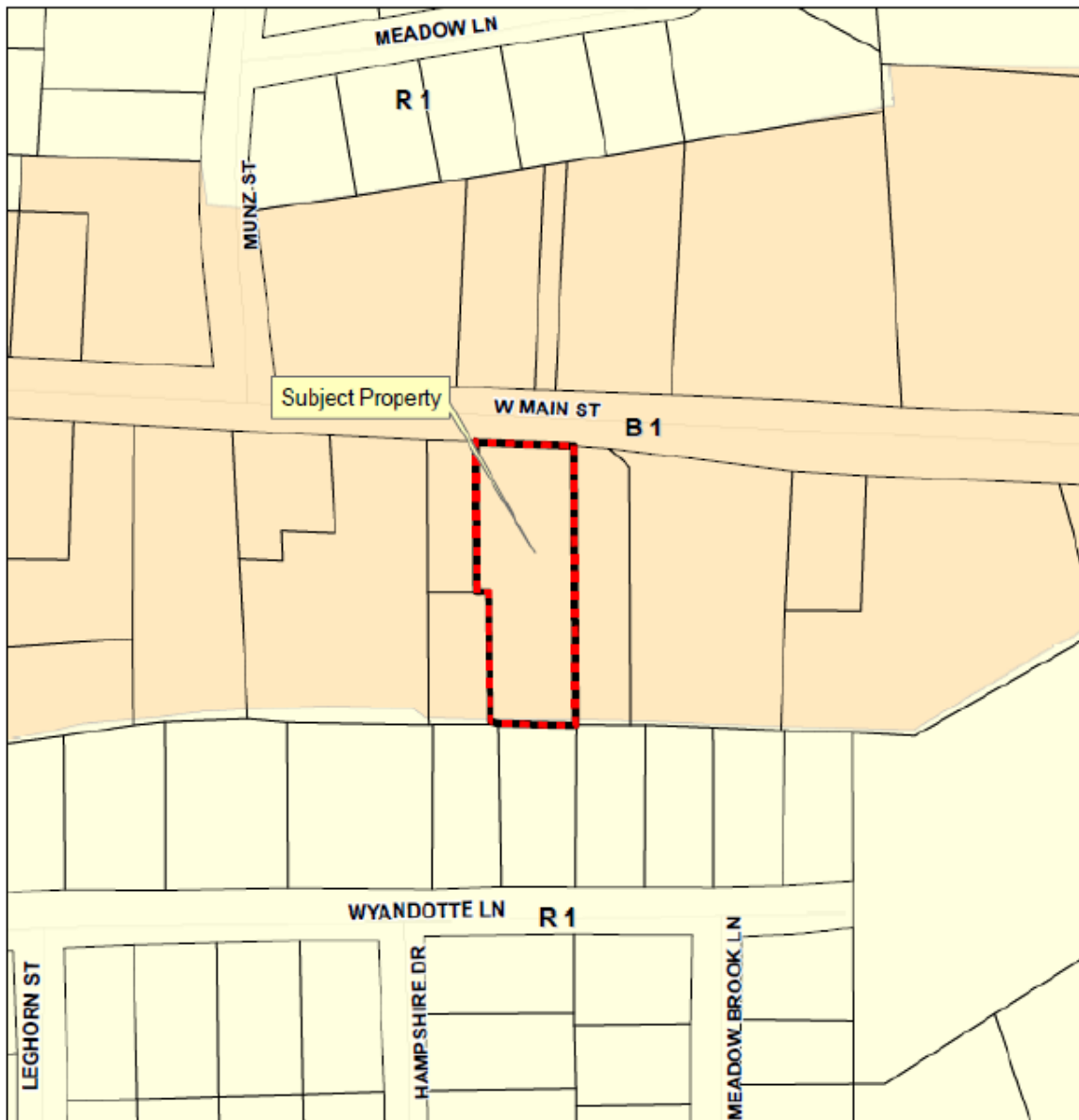
PASSED and APPROVED on its second reading this the _____ day of January 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



Zoning Map Specific Use Permit 1413 W Main Street

Legend

- B1 Local Business Mixed
- R1 Residential Single Family



1 inch = 133 feet



EXHIBIT "B" **Site Plan**

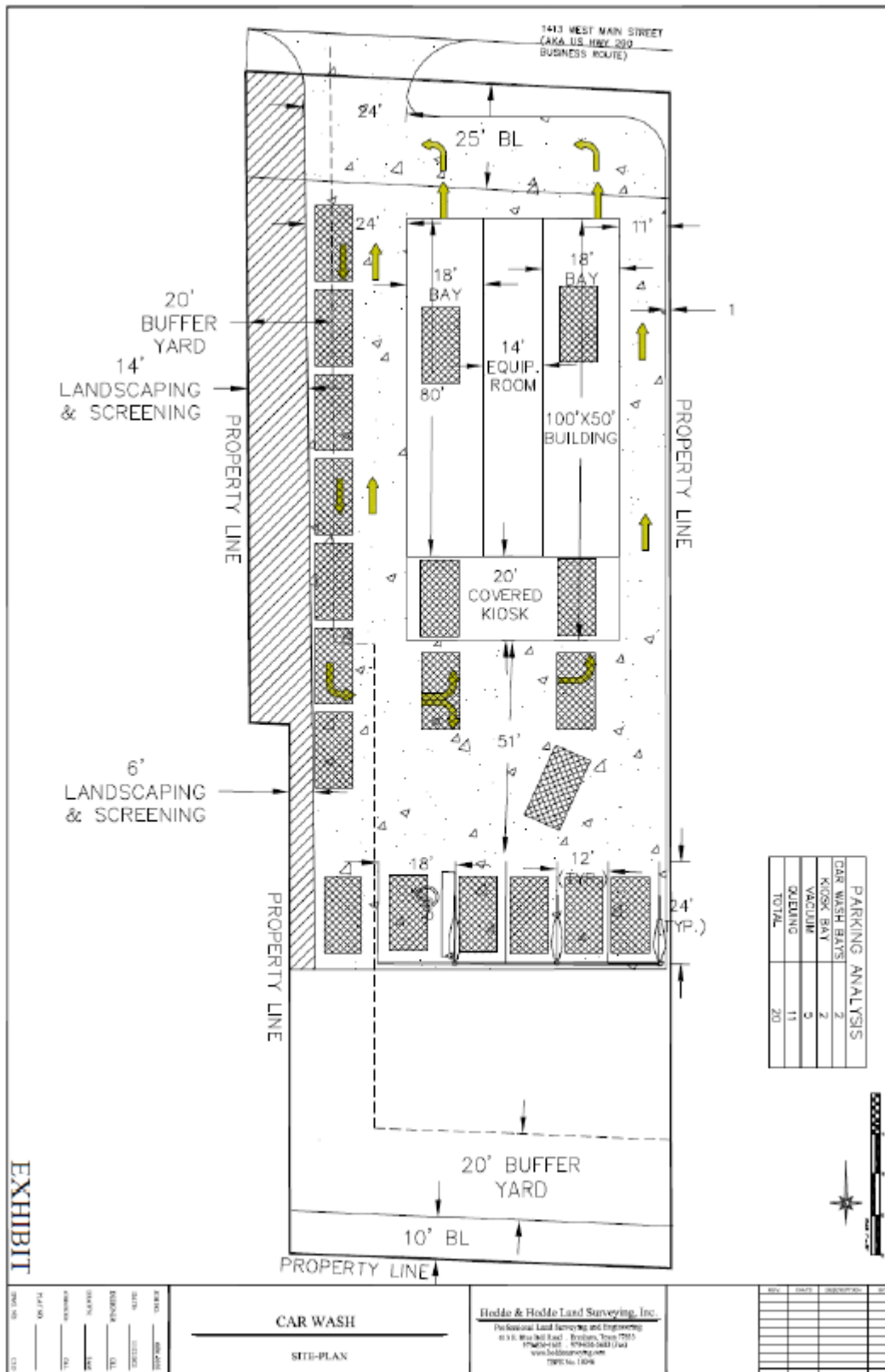


EXHIBIT “C” Project Description

Description of Proposed Car Wash at 1413 W. Main Street

The car wash will consist of a 50 foot wide by 100 foot long building. The first 80 feet of the building will house 2-18 foot wide car wash bays and a 14 foot wide equipment room. The remaining 20 feet will be a covered area to house the pay kiosks for each bay. The car wash bays and equipment room will be completely enclosed except for the entrance and exit openings.

Parking – The building is 5,000 square feet with a requirement of 1 space per 250 square foot of building (20 spaces). The provided spaces include 1 space in each car wash bay (total of 2), 1 space at each kiosk (total of 2), 5 vacuum spaces, 1 dedicated parking space, and 10 queuing spaces for a total of 20 spaces.

Hours of Operation - The car wash is proposed to be operated 24 hours a day.

Equipment – Each car wash bay will contain 60 hp blowers that will be inside of the bays near the north exit. The blowers will produce approximately 69 decibels at a distance of 40 feet (distance to nearest residential property line). The blowers typically produce 79 decibels at 60 feet with an anticipated reduction of 10 decibels due to the blowers being located within the car wash bay. The vacuum bays will house a total of 3 vacuums. Each vacuum produces 64 decibels at a distance of 30 feet (distance to nearest residential property line is 40 feet).

Noise readings were recorded at several locations with similar equipment on Wednesday, December 15, 2021 around 3:00 pm. The findings are below:

- a. Outside blowers at the owner’s existing car wash facility on South Market Street (near Felder’s convenience store).
 - i. At 40’, the decibel reading was 76. This reading was relatively constant regardless of traffic. We anticipate the decibel reading to be reduced by 15 (10 because of interior installation and 5 because of noise reducing cones). The anticipated decibel reading will be 61.
- b. Vacuum machines at the same location.
 - i. At 40’, the decibel reading was 69. There was significant road noise that was interfering with the reading. The reading would spike to 75 whenever traffic was heavy and even with the vacuum machine turned off, the reading would stay at 75. The lowest reading observed during the sampling was 65 during a long break in street traffic.
- c. Traffic noise at the proposed location on W. Main Street.
 - i. Traffic noise was measured at approximately 40’ from the front property line. The highest reading was 77 during heavy traffic and the lowest reading was 60 during a significant break in traffic.

Lighting - There will be efforts to minimize light pollution on the west and south side. This will include directional (hooded) and/or shaded lighting fixtures on the west and south side.

Elevations – A similar design of the covered kiosk area is shown below. The actual design will vary from this picture.

CASE NUMBER P-21-031
SPECIFIC USE PERMIT REQUEST – 1413 W Main Street

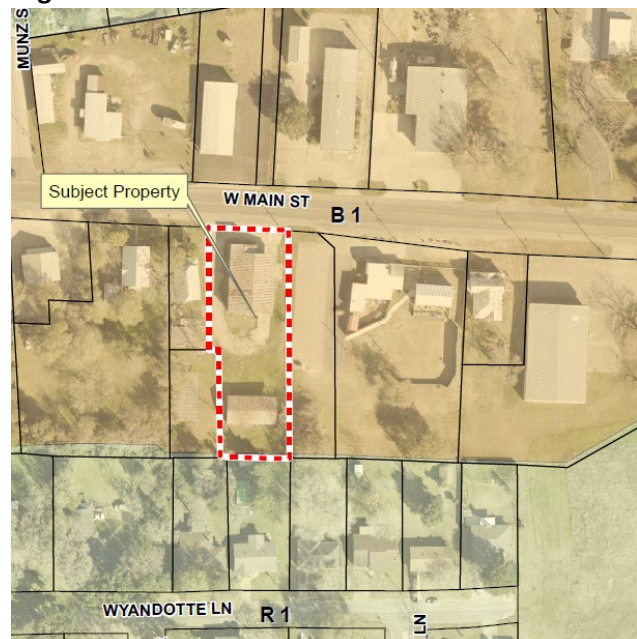
STAFF CONTACT:	Shauna Laauwe AICP, City Planner
OWNER:	TNT Carwash
APPLICANTS:	Todd and Tyson Felder
ADDRESS/LOCATION:	1413 W Main Street (Exhibit A).
LEGAL DESCRIPTION:	Phillip Coe Survey, Tract 186, 0.61 acres
LOT AREA:	Approximately 0.61 acres
ZONING DISTRICT/USE:	B-1 Local Business/Residential Mixed Use (Exhibit B)
FUTURE LAND USE:	Corridor Mixed Use (Exhibit C)
REQUEST:	A request for a Specific Use Permit to allow a proposed a automobile (car) wash use in a B-1 Local Business/Residential Mixed Use Zoning District (Exhibit D).

BACKGROUND:

The subject property is an approximate 0.61-acre tract of land that is 99 feet in width and 285 feet in length and generally located on the south side of West Main Street, east of Munz Street and west of South Saeger Street. The subject property is currently zoned B-1, Local Business/Residential Mixed-Use District and the site of the former auto detailing business, Executive Hand Car Wash. The applicant is proposing to remove the existing commercial building and accessory structure (See Figure 1) and redevelop the site as a 24-hour automated automobile car wash.

As shown in Figure 1, the subject site and surrounding properties to the west, east and north are zoned B-1, Local Business/Residential Mixed-Use District. However, the adjacent property to the west is currently a single-family use and the adjacent properties to the south of the subject property are within a R-1, Single-Family Residential District. As such, the proposed commercial use will have an

Figure 1

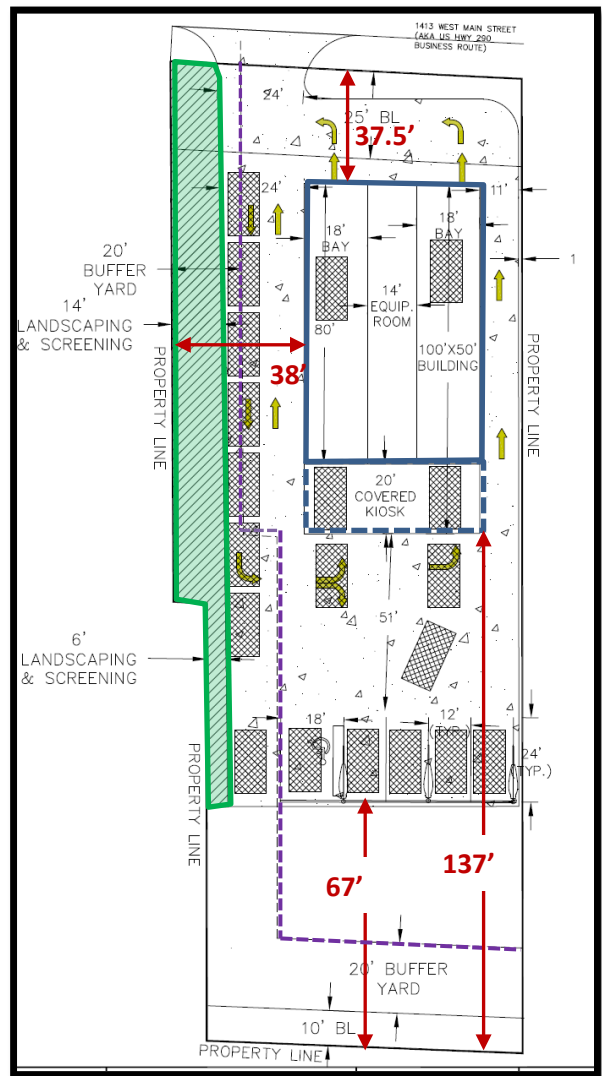


additional 20-foot bufferyard along the west and south property lines. The applicant will also be required to provide screening by either a fence or dense hedge along the west and south property lines and provide additional landscaping. This bufferyard area is depicted in Figure 2 below by a purple dashed line.

The applicant has provided a site plan and landscape layout for the proposed automated car wash. As seen below in Figure 2 and in Exhibit E, the proposed car wash structure is 50' x 100' (5000 sq.ft.) and is oriented north-south with the car wash entrance being located on the south end of the building and exiting on the north side nearest W. Main Street. The car wash consists of two automated wash bays that are 18-feet x 80-feet that are separated by a 14-foot x 80-foot equipment room. The remaining 20-feet of the structure consists of a covered kiosk at the wash entrance. The proposed car wash structure is approximately 37.5 feet from the front property line, 38 feet from the west side property line, 11-feet from the east side property line, and 137 feet from the rear property line. The proposed site includes three vacuums that may service up to five vehicles and a parking space for maintenance personnel located 51-feet to the south of the covered kiosk, 40-feet from the west property line and 67 feet from the rear property line. As shown in Figure 2, site circulation utilizes a single 24-foot driveway located on the west portion of the subject site along W. Main Street and provides cueing near the west property line for seven vehicles, the plan also details that an additional two to three vehicles may cue up outside each bay (two between the structure and vacuums and one at the kiosk), in addition to having one vehicle utilizing the car wash in each bay, then exiting the structure to the west before departing the site. Given the vacuum parking, the parking space for an employee, cueing and car wash operation, the site may accommodate up to 20 vehicles at one time.

A text amendment to allow automobile (car) washes in the B-1 District as a Specific Use with prior approval of a Specific Use Permit was passed by ordinance on September 2, 2021. This request is the first

Figure 2



application for a Specific Use Permit (SUP) for a car wash in the B-1 District. The applicant seeks a SUP to allow for the development of a proposed automated automobile (car) wash on 0.61-acres of land in a B-1, Local Business/Residential Mixed-Use District as presented in the application documents and as described in the staff report.

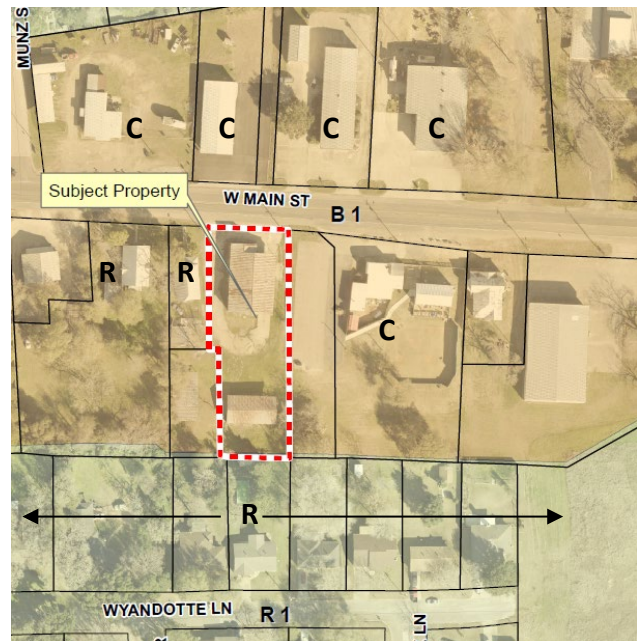
ANALYSIS OF CITY OF BRENHAM ZONING POLICIES:

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

- (1) The city's zoning should recognize and seek to preserve the small-town attributes that make Brenham a special place for its citizens to live, work and play.

The 0.61-acre tract of land is located on the south side of W. Main Street, east of Munz Street and west of S. Saeger Street. The subject property and the surrounding properties to the west, east, and north are located within a B-1 District, while the adjacent and surrounding properties to the south are within a R-1 District. The area has a mixture of uses. The B-1 District allows residential uses as well as less intense neighborhood commercial uses, whereas the R-1 District only permits single-family uses and a small number of specific uses. On Figure 3, commercial properties are identified with a “C” and residential properties with a “R”. Properties to the north, across W. Main Street, are developed as commercial uses with Shear Envy being directly across from the subject property, Rockin Repair Shop to the northwest, Lampe Survey to the northeast and Brenham Repair Center to the northeast. The adjacent B-1 property to the west is developed as a single-family use, with the adjacent properties to the east being commercially developed as LJ’s Barbeque and The Yard. Properties to the south of the subject site are within a R-1 District and developed as single-family residential homes in the Dixie Subdivision.

Figure 3



The applicant proposes to develop the 0.61-acre tract into 24-hours/7 days a week, two-bay automatic car wash that will also provide three vacuums located 67-feet from the south property line and approximately 40-feet from the west property line (See Figure 2). The applicant has situated the car wash structure and vacuum cleaners to be at the furthest point possible from adjacent residential uses.

During the text amendment process, concerns regarding the volume of noise from automatic car wash dryers and vacuums were raised. The Zoning Ordinance, in Section 11.02(1) Noise, Table 1, limits the allowable sound levels for the Commercial-Mixed Use Districts of (B-1, B-2, and B-3) to 62 decibels. Please see Exhibit G that gives examples of common noise level measures. According to the submitted application documents, to lessen the amount of noise, the automatic dryers/blowers will be located within the building before vehicles exit the wash bay. The applicant states that the noise from the dryers will also be mitigated by noise-lessening cones that would be placed on the

blowers. The west car bay dryers will be located approximately 40-feet from the west property line shared with the adjacent residential use and 237-feet from the south property line and the residential uses to the south. The proposed vacuums will be located approximately 40-feet from the west property line and 67-feet from the south property line. The applicant's engineer, Grant Lischka, researched other car wash locations to determine probable noise levels to occur at the subject property with the proposed site plan. He determined that car washes with outdoor dryer/blowers had a decibel reading of 76dB at 40-feet (closest residential use on the subject site). However, by the manufacturer's estimate, the noise level for the blowers will be reduced by 10 dB due to their interior construction and an additional 5dB by the attachment of the noise reduction cones. This would bring down the anticipated noise level for the blowers at 40-feet to be 61 dB, and within the allowable amount. Mr. Lischka found it difficult to receive a reliable decibel reading for vacuums at similar car washes due to the amount of adjacent traffic noise at the studied sites. At a car wash on S. Market Street, the lowest noise level for the vacuums was found to be 65 dB during a break in the traffic, but with heavy traffic the noise level was 75 dB without the vacuums on. With bufferyard requirements that will require either a screening fence or dense hedge and landscaping along the west and south property lines, staff anticipates that the noise levels for the vacuums will be at an allowable level at the 40-foot and 67-foot proposed setbacks from adjacent residential uses to the west and south, respectfully.

To minimize potential light pollution to the nearby residential uses, the applicant proposes to utilize directional (hooded) and/or shaded lighting fixtures along the west and south sides of the subject property.

Staff finds that the applicant has proposed appropriate measures to ensure that the proposed car wash use will not adversely affect the small-town attributes that make Brenham a special place for its citizens to live, work and play.

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

The future land use map portion of the Envision 2020 Comprehensive Plan suggests the subject property may be appropriate for mixed-use development. The B-1 District is a district that provides for diverse uses and convenient locations for lite commercial uses suitable for neighborhood shopping and for residential uses to include moderate density multifamily housing. While the subject property and adjacent properties to the west, east and north are currently zoned B-1, Local Business/Residential Mixed-Use District, the surrounding area to the south is zoned R-1, Single-Family Residential and developed as a single-family home neighborhood. Car washes, with adequate bufferyards and attention to noise and light levels, may be suitable as a neighborhood commercial use that aligns with the goals and land use policies established in the Comprehensive Plan.

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

The subject property has existing utilities available along West Main Street and will not require any extension of utility services.

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

The proposed SUP, if approved, will be reflected on the City of Brenham zoning map available for

citizen viewing on the City of Brenham homepage.

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

Property owners within 200 feet of the project site were mailed notifications of this request on December 9, 2021. The Notice of Public Hearing was published in the Brenham Banner on December 9, 2021. Any public comments submitted to staff will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

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

If approved, the property will be required to adhere to minimum building setbacks, maximum impervious coverage requirements, landscaping, and buffer yard requirements. The applicant has submitted a preliminary site plan (Exhibit F) which depicts the proposed location of the car wash structure, associated circulation and customer cueing, vacuum locations, and landscape plan. Staff finds that the site development requirements will ensure that adequate open space is preserved on the subject property.

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

Staff finds that the requested land use is appropriate in this location given adjacent zoning designations, existing development in the vicinity, and conformance with the City's adopted Comprehensive Plan. The proposed development is in line with the Future Land Use Plan, while also providing adequate landscaping and screening, noise mitigating measures, and utilization of hooded lights to reduce the impact to nearby residential uses.

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

The subject property and the surrounding properties to the north, west and east are located within a B-1 District, with properties to the south being R-1. Given that the B-1 District allows a variety of commercial and residential uses, and the single-family residential to the south, the area has a mixture of uses. Properties to the north, across W. Main Street, are developed as commercial uses with Shear Envy being directly across from the subject property, Rockin Repair Shop to the northwest, Lampe Survey to the northeast and Brenham Repair Center to the northeast. The adjacent B-1 property to the west is developed as a single-family use, with the adjacent properties to the east being commercially developed as LJ's Barbeque and The Yard. Properties to the south of the subject site are within a R-1 District and developed as single-family residential homes in the Dixie Subdivision. The subject property is the former location of an automobile detail shop, Executive Hand Car Wash, that closed several years ago. The proposed automated car wash will provide an acceptable redevelopment of this commercial site that has gone unused for several years. The car wash use is compatible to nearby land uses and consistent with the land policies established in the Comprehensive Plan.

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

Staff finds that approval of the proposed SUP and development of the property as a automated car wash may provide for an orderly and healthful development of the community. Due to adjacent residential uses to the west and south, the proposed commercial use is required to provide an additional 20-feet of bufferyard to the minimum setbacks for the B-1 District. This bufferyard provision requires that screening of either a 6-foot fence or 6-foot in height dense shrubbery be provided along the shared property lines of residential uses. In addition, 20-percent of the bufferyard shall be landscaped. The applicant has exceeded the required bufferyard and setback requirements by locating the proposed car wash structure 38-feet from the west side yard property line and 137-feet from the south property line. The proposed vacuum cleaner stalls will be located at a 67-foot rear yard setback from the south property line. Other measures to mitigate any adverse effects of noise to adjacent residential uses include putting the drying blowers within the car wash bays and attaching cones to the machinery that will result in a reduction of 15 decibels to the noise level. The applicant has also stated that hooded lights will be utilized to reduce light pollution. A more detailed landscape plan will be required during the building permit process, but the proposed areas of landscaping should lessen any adverse effects of the noise and light that may result on adjacent residential properties.

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

Staff believes that the proposed development will have a positive effect on the surrounding area and will be compatible with anticipated uses surrounding this property and will be in accordance with the land use policies of Brenham's Comprehensive Plan. The subject property has had a vacant commercial structure on the property for several years and the current site has a nonconforming parking lot and driveway and a dilapidated structure. with an The proposed car wash use will redevelop the site and be compatible with anticipated uses surrounding the property. With the proposed mitigating noise measures, development codes, and bufferyard standards in place, Staff is unable to determine any destabilizing effects on the neighboring properties should this specific use permit request be approved.

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

If approved, the proposed SUP will allow for the redevelopment of a commercial site that has been vacant and an eyesore for several years. The vicinity of the West Main Street corridor near the subject property has a variety of neighborhood commercial uses to include restaurants, office uses, a hair salon, and repair shops. A few vacant commercial properties are located nearby along W. Main Street and being in the B-1 District, some existing residential uses could be converted to commercial uses. Staff believes that the proposed SUP, if approved, will not negatively affect vacant land classified for commercial uses.

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

The B-1, Local Business/Residential Mixed-Use District subject property is currently developed with dilapidated commercial and accessory structures and has an existing nonconforming driveway and parking area. The applicant's request will allow the subject property to develop in a compatible, legally conforming manner.

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

Staff finds approval of the proposed SUP will allow for the orderly growth and development in the general vicinity and throughout the city.

STAFF RECOMMENDATION:

Staff recommends **approval** of a Specific Use Permit to allow an automobile (car) wash use as provided in the application site plan, general landscape plan, and written documents in a B-1 Local Business/Residential Mixed-Use Zoning District for the subject 0.61-acre tract of land that is located at 1413 West Main Street and legally described as Phillip Coe Survey, Tract 186, with the following conditions:

1. The automated car wash be constructed with the dryers/blowers to be within the car wash bay structure and to have attached noise-lessening cones.
2. The automated entrance machine/teller be located under a canopy as proposed.
3. Hooded and downcast lighting be utilized.
4. A detailed landscaping and screening plan be submitted and found to be in conformance with the landscaping and bufferyard requirements.

EXHIBITS:

- A. Aerial Map
- B. Zoning Map
- C. Future Land Use Map
- D. Description of SUP by Applicant
- E. Proposed Site Plan
- F. Example building rendering
- G. Decibel level chart
- H. Site photos

EXHIBIT "A"
AERIAL MAP

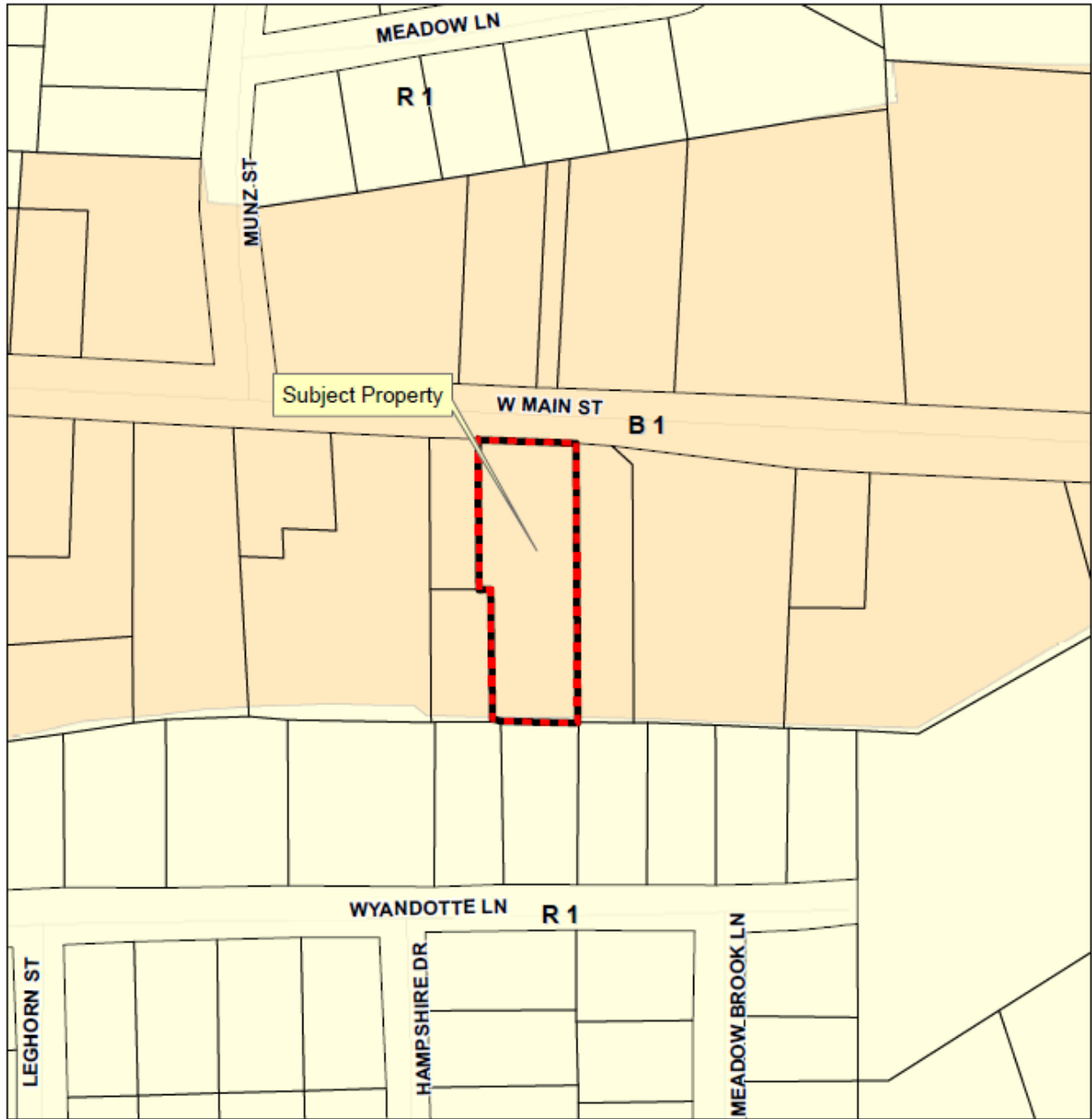


Aerial Map
Specific Use Permit
1413 W Main Street



1 inch = 133 feet

EXHIBIT "B"
ZONING MAP



Zoning Map
Specific Use Permit
1413 WMain Street

Legend

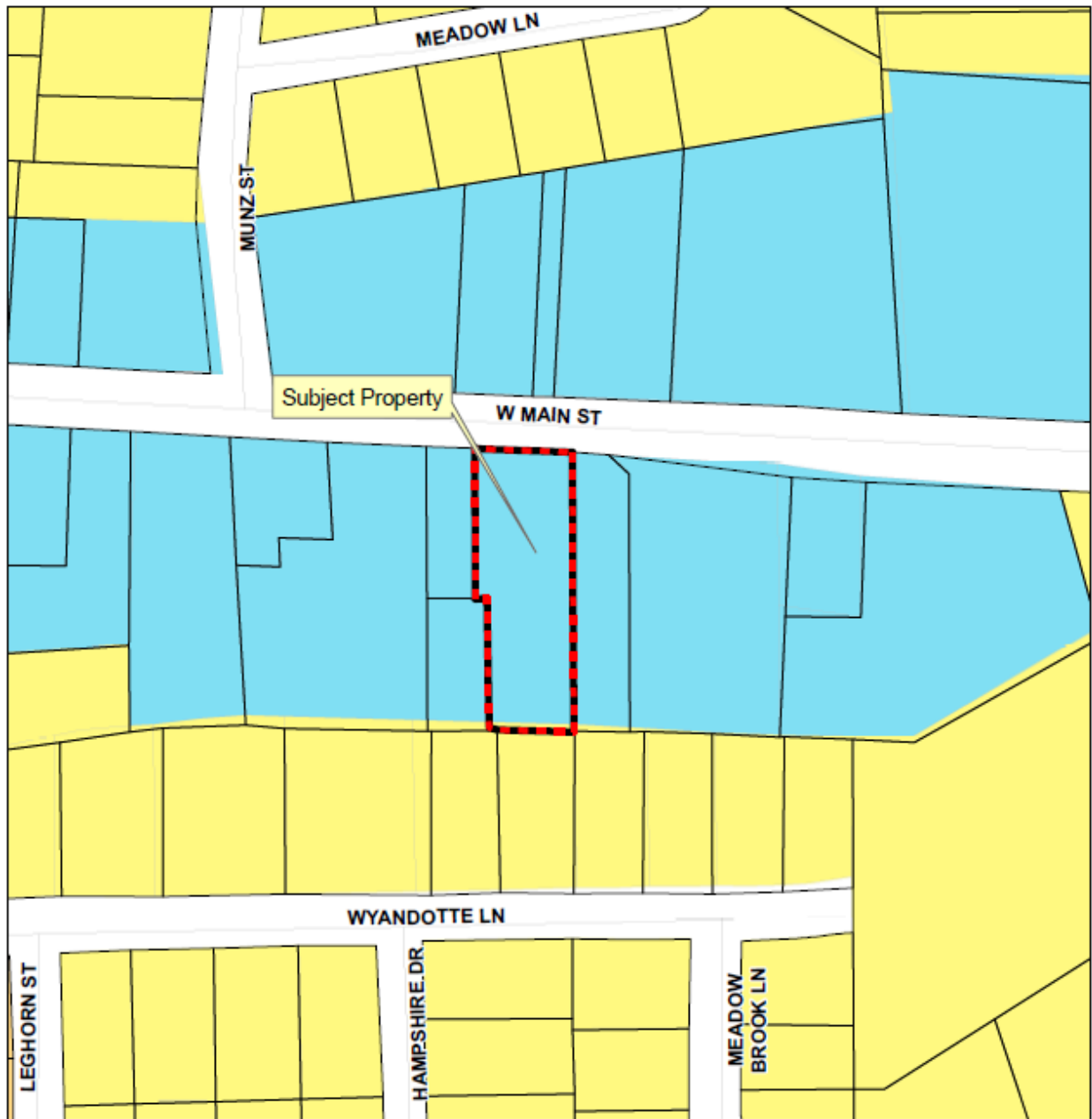
-  B1 Local Business Mixed
-  R1 Residential Single Family



1 inch = 133 feet



EXHIBIT "C"
Future Land Use Map



Future Land Use Map
Specific Use Permit
1413 WMain Street

Legend

Future Land Use Plan

-  Single Family Residential
-  Multi-Family Residential
-  Corridor Mixed Use



1 inch = 133 feet



EXHIBIT "D"
SUP DESCRIPTION BY APPLICANT

Description of Proposed Car Wash at 1413 W. Main Street

The car wash will consist of a 50 foot wide by 100 foot long building. The first 80 feet of the building will house 2-18 foot wide car wash bays and a 14 foot wide equipment room. The remaining 20 feet will be a covered area to house the pay kiosks for each bay. The car wash bays and equipment room will be completely enclosed except for the entrance and exit openings.

Parking – The building is 5,000 square feet with a requirement of 1 space per 250 square foot of building (20 spaces). The provided spaces include 1 space in each car wash bay (total of 2), 1 space at each kiosk (total of 2), 5 vacuum spaces, 1 dedicated parking space, and 10 queuing spaces for a total of 20 spaces.

Hours of Operation - The car wash is proposed to be operated 24 hours a day.

Equipment – Each car wash bay will contain 60 hp blowers that will be inside of the bays near the north exit. The blowers will produce approximately 69 decibels at a distance of 40 feet (distance to nearest residential property line). The blowers typically produce 79 decibels at 60 feet with an anticipated reduction of 10 decibels due to the blowers being located within the car wash bay. The vacuum bays will house a total of 3 vacuums. Each vacuum produces 64 decibels at a distance of 30 feet (distance to nearest residential property line is 40 feet).

Noise readings were recorded at several locations with similar equipment on Wednesday, December 15, 2021 around 3:00 pm. The findings are below:

- a. Outside blowers at the owner's existing car wash facility on South Market Street (near Felder's convenience store).
 - i. At 40', the decibel reading was 76. This reading was relatively constant regardless of traffic. We anticipate the decibel reading to be reduced by 15 (10 because of interior installation and 5 because of noise reducing cones). The anticipated decibel reading will be 61.
- b. Vacuum machines at the same location.
 - i. At 40', the decibel reading was 69. There was significant road noise that was interfering with the reading. The reading would spike to 75 whenever traffic was heavy and even with the vacuum machine turned off, the reading would stay at 75. The lowest reading observed during the sampling was 65 during a long break in street traffic.
- c. Traffic noise at the proposed location on W. Main Street.
 - i. Traffic noise was measured at approximately 40' from the front property line. The highest reading was 77 during heavy traffic and the lowest reading was 60 during a significant break in traffic.

Lighting - There will be efforts to minimize light pollution on the west and south side. This will include directional (hooded) and/or shaded lighting fixtures on the west and south side.

EXHIBIT "E" **PROPOSED SITE PLAN**



EXHIBIT "F"
Sample Elevations

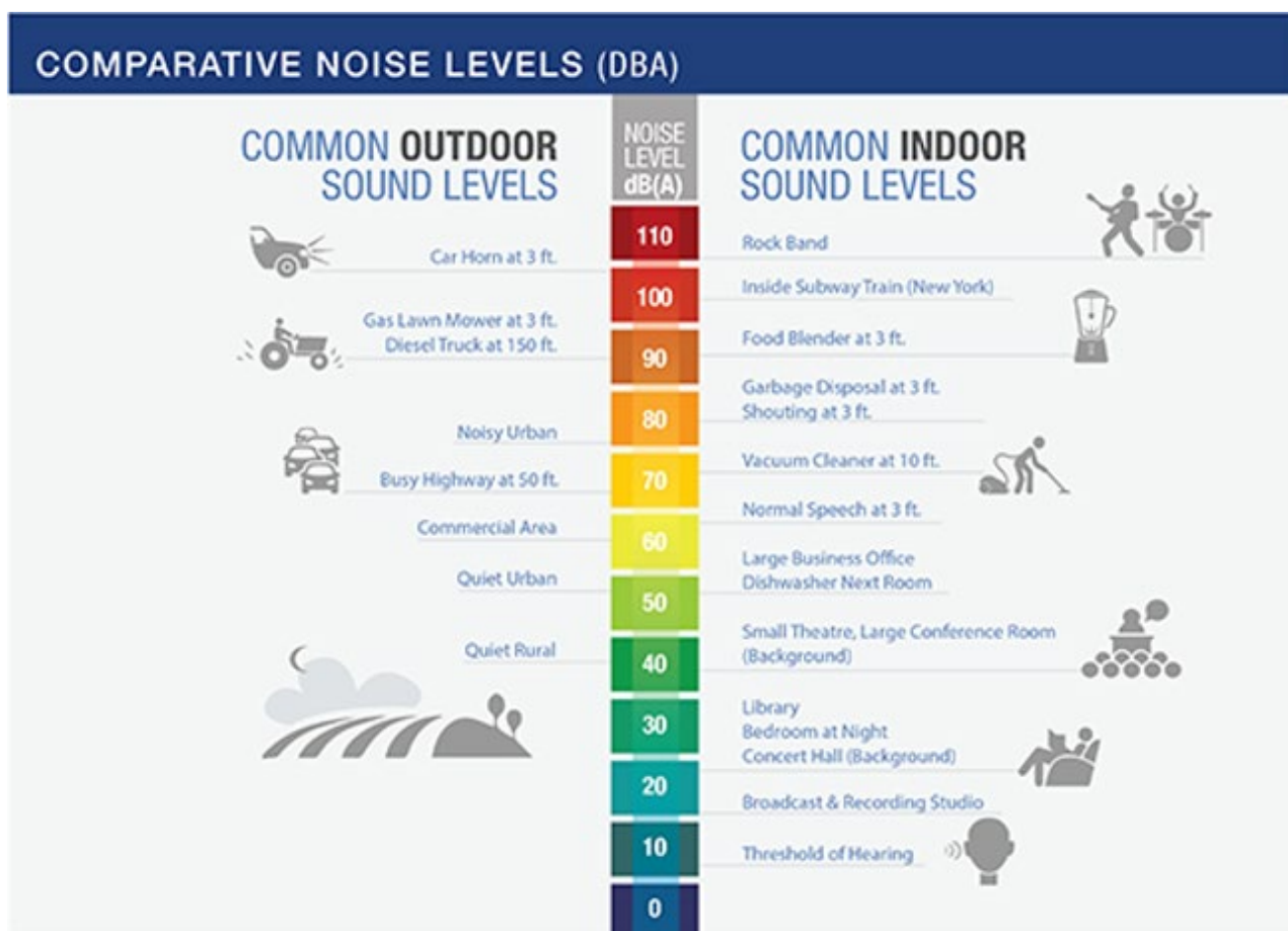
Elevations – A similar design of the covered kiosk area is shown below. The actual design will vary from this picture.



A similar car wash owned by the applicant. In this picture, the blowers are outside of the building. The proposed car wash will have the blowers inside.



EXHIBIT "G"
Decibel Chart



Source: Federal Aviation Administration (faa.gov)

EXHIBIT "H"
Site Photos





Looking south for depth of subject property. No current screening from adjacent residential.



South portion of the subject lot. Single-Family abutting to the south at fence line.



Residential adjacent to the west. Sheep Envy directly to the north.



Adjacent to the East: LJ's BBQ and The Yard



Commercial to the northeast: Lampe Surveying & Brenham Repair



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon Bid No. 22-003 Related to Sludge Removal and Digester Thickener Cleaning at the City of Brenham's Wastewater Treatment Plant and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 06, 2022

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

The Wastewater Plant's FY21-22 Budget includes \$200,000 in GL 166-311.00 for removing solids from Digester #4 and the thickener tank. This part of the plant was taken out of service after the Cotton Mill closed. It was used briefly in 2016 when flooded wet fields shut down bio-solid (sludge) production. An increase in wastewater load/demand supports re-activating Digester #4 and the thickener tank.

On December 9, 2021, sealed bids were open by the City of Brenham staff for the Plant Digester Cleaning Project. Six bids were received for the project with Mobile Solid Solutions of Rockwood, PA submitting the lowest bid.

Based on bid review and past client references, staff recommends awarding the bid to Mobile Solid Solutions.

ATTACHMENTS:

- (1) Bid Tabulation
- (2) Digester Photo

RECOMMENDED ACTION:

Award Bid No. 22-003 related to sludge removal and digester thickener cleaning at the City of Brenham's Wastewater Treatment Plant to Mobile Solid Solutions in the amount of \$87,00.00 and authorize the Mayor to execute any necessary documentation.



BID TABULATION FORM

BID OPENING DATE: Thursday, December 9, 2021 **BID OPENING TIME:** 10:00 AM

BID NAME/NO: ITB 20-003; Sludge Removal & Digester, thickener Cleaning

WITNESSED BY: Kyle Branham, Bobby Keene, Tyler Franklin, Oscar Pacas

BIDDERS			
ITEM	K-3BMI	Vapor Industries	Specialized Maintenance Services
Lump Sum Price	\$471,500.00	\$332,900.00	\$519,120.00
Other Items:	N/A	N/A	N/A

BIDDERS			
ITEM	Synagro	P&H Senesac	Mobile Solid Solutions
Lump Sum Price	!134,750.00	\$93,500.00	\$87,000.00
Other Items:	N/A	N/A	N/A





Regular City Council
AGENDA ITEM 11.

Agenda Item: Texas Government Code Section 551.072 - Real Property and Section 551.087 - Economic Development Negotiations: Deliberation Regarding the Possible Sale, Exchange, Transfer and/or Acquisition of Real Property in the City of Brenham; and Deliberation Regarding Commercial or Financial Information That the City Has Received From a Business Prospect That the City Seeks to Have Locate In the City of Brenham and With Which the City is Conducting Economic Development Negotiations

Meeting Type: Regular Meeting-January 06, 2022

Department: Economic Development

Staff Contact: Susan Cates

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action.



Regular City Council
AGENDA ITEM 12.

Agenda Item: **Section 551.071 - Texas Government Code - Consultation with City Attorney and Section 551.072 - Texas Government Code - Deliberation Regarding Real Property: Consultation with City Attorney and Deliberation Regarding Possible Acquisition of the Barnhill Center at the Historic Simon Theater, and Associated Matters**

Meeting Type: Regular Meeting-January 06, 2022

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

As discussed in executive session.



Regular City Council
AGENDA ITEM 13.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas

Meeting Type: Regular Meeting-January 06, 2022

Department: Administration

Staff Contact: Cary Bovey, City Attorney

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action.



Regular City Council
AGENDA ITEM 14.

Agenda Item: Section 551.074 - Texas Government Code - Personnel Matters - Deliberation Regarding Appointment of a City Manager and Related Issues

Meeting Type: Regular Meeting-January 06, 2022

Department: Administration

Staff Contact: Cary Bovey, City Attorney

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

As discussed in executive session.



Regular City Council
AGENDA ITEM 15.

Agenda Item: Discuss and Possibly Act Upon the Appointment of a City Manager and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 06, 2022

Department: Administration

Staff Contact: Cary Bovey, City Attorney

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

As discussed in Executive Session.



Regular City Council
AGENDA ITEM 16.

Agenda Item: Discuss and Possibly Act Upon the Development, Operations, Funding and Possible Acquisition of the Barnhill Center at the Historic Simon Theater, Including But Not Limited to an Addendum to the Memorandum of Understanding Between the City of Brenham and Brenham Main Street Historical Preservation, Inc., and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 06, 2022

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

In July, 2021 the City Council approved an agreement with Brenham Main Street Historical Preservation Inc, (the Barnhill Center at the Historic Simon Theater) to reimburse the BMSHP an amount not to exceed \$35,000.00 for quarterly interest on the existing loans encumbering the Barnhill Center. This agreement expires on January 31, 2022.

ATTACHMENTS:

None

RECOMMENDED ACTION:

As discussed in Executive Session.