



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, DECEMBER 19, 2024 AT 1:00 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 Shannon Canales**
- 3. Citizen Comments**

CONSENT AGENDA

4. Statutory Consent Agenda

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

- 4.a. Approve the Minutes from the November 21, 2024, and December 5, 2024, Regular City Council Meetings**
- 4.b. Approve Amendment No. 1 to the License Agreement Between the City of Brenham and Mescalito Coffee LTD Co. Related to the Construction of a Downtown Parklet Adjacent to 100 E. Alamo Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**
- 4.c. Approve Recommendations for Appointments and/or Re-appointments to Various City Boards and Commissions and Authorize the Mayor to Execute Any Necessary Documentation**
- 4.d. Rescind the December 5, 2024, Approval of a Three-Year License Agreement through Texas Department of Information Resources Contract No. DIR-TSO-4167, and Approve a Three-Year License Agreement Between the City of Brenham and DataVox, Inc. for Cisco Collaboration Flex Plan in the Amount of \$13,725.00 Per Year through**

**The Interlocal Purchasing System (TIPS) Contract No. 230105 and
Authorize the Mayor to Execute Any Necessary Documentation**

PUBLIC HEARING

- 5. Public Hearing to Consider the Re-Adoption of Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham**

REGULAR SESSION

- 6. Discuss and Possibly Act Upon Resolution No. 24-026 Re-Adopting the Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham**
- 7. Discuss and Possibly Act Upon Resolution No. R-24-027 Adopting a New Fee Schedule for the City of Brenham Parks and Recreation Department**
- 8. Discuss and Possibly Act Upon a Utility Extension Agreement for Water, Wastewater, and Gas Services Between the City of Brenham and Texas Department of Transportation (TxDOT) for the Extension of Utility Services to 4350 TX-36, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**
- 9. Discuss and Possibly Act Upon the Award of ITB No. 25-004 for the Lease of Approximately 301.50 Acres for Hay Production and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. Discuss and Possibly Act Upon a Contract for Participation in the City of Brenham's Rotation Log for Non-Consent Tows and Authorize the City Manager to Execute Any Necessary Documentation**
- 11. Discuss and Possibly Act Upon the Purchase of Six (6) Chevrolet Tahoes for the City of Brenham Police Department through The Interlocal Purchasing System (TIPS) and Authorize the Mayor to Execute Any Necessary Documentation**
- 12. Administrative/Elected Officials Report**

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

EXECUTIVE SESSION

13. **Section 551.071, Texas Government Code - Consultation with City Attorney - Consultation with City Attorney Concerning the Brenham Municipal Airport, Its Operations and Services, and Associated Matters**
14. **Section 551.071 Texas Government Code - Consultation with City Attorney Regarding Legal Issues Related to the Compost Facility Proposed to be Operated by Break It Down, LLC Near West Yegua Creek in Lee County, Texas, and Associated Matters**

RE-OPEN REGULAR SESSION

15. **Discuss and Possibly Act Upon Resolution No. R-24-028 Opposing the Compost Facility Proposed to be Operated by Break It Down, LLC Near West Yegua Creek in Lee County, Texas**
16. **Discuss and Possibly Act Upon the Compost Facility Proposed to be Operated by Break It Down, LLC Near West Yegua Creek in Lee County, Texas, Including But Not Limited to Retaining Environmental Legal Counsel, and Associated Matters**

ADJOURN

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

CERTIFICATION

I certify that a copy of the 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, December 16, 2024 at 12:30 p.m.

Jeana Bellinger, TRMC, CMC
City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2024 at _____ a.m./p.m.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, November 21, 2024 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Atwood Kenjura
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Paul LaRoche
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Water/Wastewater Bobby Keene, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Assistant Police Chief Curtiss Schoen, Development Services Director Stephanie Doland, Karen Stack, Kyle Branham, Shawn Bolenbarr, Jessica Perez, Jerry Saldivar, Richard O'Malley, and Jim Halley.

Citizens/Others Present:

None

Media Present:

Joshua Blaschke with KWHI, and Sarah Forsythe with Brenham Banner Press.

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Albert Wright**
- 3. Citizen Comments**

No citizen comments were heard.

CONSENT AGENDA

4. Statutory Consent Agenda

- 4.a. Approve the Minutes from the October 17, 2024, Regular City Council Meeting**
- 4.b. Approve Resolution No. R-24-025 Amending the City of Brenham Human Resources Policy Manual**
- 4.c. Award Bid No. 25-003 for Caustic Soda to Brenntag Southwest in the Amount of \$372.50 per Liquid Ton and Authorize the Mayor to Execute Any Necessary Documentation**
- 4.d. Approve Final Payment in the Amount of \$123,622.90 to Solid Bridge Construction, LLC Related to the Carrington Lane Roadway and Drainage Improvements and Authorize the Mayor to Execute any Necessary Documentation**
- 4.e. Approve the Use of Seized Narcotic Funds for the City of Brenham Police Department for the Purchase of Specialized Law Enforcement Equipment and Service Subscription Renewals from CovertTrack in the Amount of \$3,415.00 and Authorize the Mayor to Execute Any Necessary Documentation**
- 4.f. Approve Amendment No. 2 to the Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to Various Wastewater Projects Funded Through the American Rescue Plan Act (ARPA) and Administered by the United States Department of Treasury (Treasury) and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve the Consent Agenda Items 4.a. through 4.f. as presented.

Mayor Kenjura called for a vote. The motion Passed with Council voting as follows:

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

WORK SESSION

5. Presentation and Discussion on the City of Brenham 2025 Election

City Secretary/Director of Administrative Services Jeana Bellinger presented this item. Bellinger stated that the City will have two separate elections on May 3, 2025: (1) A General Election for one At-Large, Place 5, Councilmember, one At-Large, Place 6, Councilmember, one Ward 1 Councilmember, and one Ward 2 Councilmember; and (2) a Special Election for possible amendments to the City's Home Rule Charter.

Bellinger advised the City Council of upcoming dates related to both the General Election and the Special Election. Bellinger also explained the process of preparing the amendments to the Charter to be considered by the City Council in December.

REGULAR SESSION

6. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham's FY23-24 Adopted Budget

Chief Financial Officer Julie Flagg presented this item. Flagg stated that as the Finance Department prepares to close out the FY2023-24 budget and financial statements, staff is recommending the following budget amendment to clean up expense anomalies in the following funds:

- General Fund 101
- HOT Tax Fund 109
- Capital/Non-Routine Fund 236
- BCDC Fund 250
- Employee Benefits Fund 600

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to approve an Ordinance on its first reading amending the City of Brenham's FY23-24 adopted budget.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

7. Discuss and Possibly Act Upon Award of Bid Related to the 2024 Water Main and Sanitary Sewer Replacements, Project No. 65C-57C and Project No. 64C-70C and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr explained that in October 2024 the City of Brenham opened bids for Project #65C-57C (FY2024 Sanitary Sewer Replacements) and Project #64C-70C (FY2024 Water Main Replacements). There were a total of 5 bids received with JTM Construction, LLC submitting the lowest bid. Bolenbarr stated that these projects will be paid for through bond proceeds.

Bolenbarr broke down the requested bid areas:

#64C-70C (FY2024 Water Main Replacements)

Base Bid C:

Heritage Drive (whole road)

Carriage Lane (whole road)

Century Circle (whole road)

Base Bid D:

West Mansfield Street (from South Austin to South Market)

Alternate No. 2:

Church Street (from West Stone to West Mansfield)

#65C-57C (FY2024 Sanitary Sewer Replacements)

Base Bid A:

South Blue Bell Road (along Blue Bell Creameries Frontage)

Base Bid B:

Heritage Drive (small portion of road near the cul de sac)

Century Circle (whole road)

Alternate No. 1 and No. 3:

Church Street (from West Stone to West Mansfield)

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to award Base Bid A, Base Bid B, Base Bid C, Base Bid D, Alternate No.1, and Alternate No.2 related to the 2024 Water Main and Sanitary Sewer Replacements, Project No. 65C-57C and Project No. 64C-70C to JTM Construction, LLC in the amount of \$2,379,611.00 and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

8. Discuss and Possibly Act Upon the Rejection of All Bids Submitted in Response to RFP No. 25-001 Related to the Brenham Municipal Airport Terminal Building HVAC Replacement and Authorize the Mayor to Execute Any Necessary Documentation

Director of Development Services Stephanie Doland presented this item. Doland stated that for the second phase of HVAC repairs, the City received one bid from Round Top HVAC for \$43,855 to perform and complete tasks as detailed in the construction plan set as prepared by Swoboda Engineering (now River MEP). Doland explained that following the bid opening, Round Top HVAC notified the City on November 7, 2024, of their plans to close the business. Therefore, with Round Top HVAC being the only bidder, staff recommends Council reject bids received for RFP 25-001.

Doland advised that City staff is coordinating across multiple departments to complete the replacement of the HVAC system at the Airport Terminal internally.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve the rejection of all bids submitted in response to RFP No. 25-001 related to the Brenham Municipal Airport Terminal Building HVAC replacement and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

9. Discuss and Possibly Act Upon the Approval of the Airport Project Participation Agreement (APPA) TxDOT CSJ No. 24AWBRENM through Texas Department of Transportation (TxDOT) for the Installation of a New Automated Weather Observing System (AWOS) at the Brenham Municipal

Airport and Authorize the Mayor to Execute Any Necessary Documentation

Interim Airport Manager Jim Halley presented this item. Halley stated that on September 19, 2024 the City Council approved Resolution No. R-24-013 in support of replacing the automated weather observing system (AWOS) at the Brenham Municipal Airport. Halley explained that the AWOS is over 20 years old and failures are increasing, including parts that are no longer available or are difficult to procure.

Halley explained that the total cost of the project is estimated to be \$200,000; however, by entering into this cost-sharing grant participation agreement with TXDOT, the City's portion will only be \$20,000.00.

A motion was made by Councilmember Saunders and seconded by Councilmember LaRoche to approve the Airport Project Participation Agreement (APPA) TxDOT CSJ No. 24AWBRENM through Texas Department of Transportation (TxDOT) for the installation of a new Automated Weather Observing System (AWOS) at the Brenham Municipal Airport and the City of Brenham's cost-share in the grant funding in the amount of \$20,000.00 and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

10. Administrative/Elected Officials Report

- **Electric Load Update**
- **Water Lead and Copper Project Update**

Deputy General Manager of Public Utilities Alton Sommerfield reported on the following:

- Electric Load Update - Letters were mailed out to customers.

Water Systems Superintendent Jerry Saldivar reported on the following:

- Water Lead and Copper project Update - Letters were mailed out to customers.

The project is approximately 94% complete.

City Manager Carolyn Miller reported on the following:

- November 20th - 9 bids received for the new Fire Station
- November 28th and 29th - City Holidays
- December 5th - Regular Council meeting
- December 7th - Christmas Stroll and Lighted Parade
- December 7th-January 19th - Smithsonian's MoMs Exhibit will be open

Council adjourned into Executive Session at 1:32 p.m.

EXECUTIVE SESSION

11. Section 551.074 - Texas Government Code - Deliberation Regarding Personnel Matters - Discussion Regarding the Appointment of a Brenham Municipal Court Presiding Judge

Executive Session adjourned at 2:01 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, December 5, 2024 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Atwood Kenjura
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Paul LaRoche
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Assistant Fire Chief David Cella, Police Chief Lloyd Powell, Assistant Police Chief Curtiss Schoen, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Kyle Branham, Shawn Bolenbarr, Casey Redman, Marisol Urbina, Tammy Jaster, Kelsey Toy, Caroline Nowicki, Nancy Joiner, Kathrine Briscoe, Jason Lange, Ryian Marshall, and Curtis Martin.

Citizens/Others Present:

Karen Hall

Media Present:

Joshua Blaschke with KWHI, and Sarah Forsythe from Brenham Banner Press.

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Leah Cook**

3. Special Recognition

- ◆ **Blue Bell Aquatic Center - Best of the Best Top 10 Facility in the Nation**

4. Service Recognitions

- ◆ **JoAnne Hynes - Public Works - 10 Years**
- ◆ **Ryian Marshall - Electric Department - 25 Years**

5. Proclamations

- ◆ **Texas Tourism Friendly Community Recognition**

6. Citizen Comments

Karen Hall addressed City Council stating that she was speaking against TXDOT medians in City's. Hall explained that medians have been installed all over the City in Bryan and College Station and have become a problem not only for emergency vehicles but for businesses and citizens as well. Hall stated that studies have shown there are more accidents and emergency response times have increased tremendously due to the installation of these medians. Hall stated that she would like to encourage the City Council to fight against TSDOT's medians being installed in Brenham.

CONSENT AGENDA

7. Statutory Consent Agenda

- 7.a. Approve the Minutes from the November 7, 2024, Regular City Council Meeting**
- 7.b. Approve the Ratification of a Purchase from WhenToWork, LLC in the Amount of \$3,600.00 Related to the Purchase of a Four-Year Software Subscription and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.c. Approve the Ratification of a Grant Payment to BK Stringer, Ltd. in the Amount of \$187,885.57 as Outlined in the Chapter 380 Economic Development Agreement Between the City of Brenham and BK Stringer, Ltd. and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.d. Approve a Three-Year License Agreement Between the City of Brenham and DataVox, Inc. for Cisco Collaboration Flex Plan in the Amount of \$13,725.00 Per Year through Texas Department of Information Resources Contract No. DIR-TSO-4167 and Authorize the Mayor to**

Execute Any Necessary Documentation

A motion was made by Councilmember Canales and seconded by Councilmember Cook to approve Consent Agenda Items 7.a. through 7.d. as presented.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

WORK SESSION

8. Update and Presentation on the Smithsonian's Museum on Main Street (MoMs) Exhibit

Tourism and Marketing Manager Kathrine Briscoe presented the update for this item. Briscoe stated that the exhibit is set to open on Saturday, December 7, and running through January 19, 2025.

Briscoe explained there are three separate exhibits to visit:

- Century Simon
- Freedom Colonies
 - Camptown Exhibit
 - Belles Alley Exhibit

Briscoe expressed that this has been a collaborative community effort – the response and participation has been outstanding – and staff believes the impact for heritage tourism will be felt for years to come.

No action action was taken.

9. Discussion and Presentation on the City of Brenham's Charter

City Secretary/Director of Administrative Services Jeana Bellinger presented an update on the City's Charter and possible amendments to the Charter for the City Council to consider for the May 3, 2025 election. Bellinger explained each of the proposed Propositions in detail:

- Proposition A: Grammar/spelling/punctuation, modernization of wording, and section references and numbering. These changes can be found in multiple sections all throughout the Charter.
- Proposition B: Article I, Sec. 2, Boundaries - Amended to state that any change to the city's boundaries, through annexation or disannexation, will be done in accordance with applicable federal, state or other law
- Proposition C: Article III, Sec. 4, Terms of Office - Adds a 3-term term limit (12 years) to the offices of Mayor and Councilmembers, requires an entire year off before being eligible to serve again, and non-consecutive terms will not be limited; terms, or partial terms, served prior to May 3, 2025 will not be considered for term limitations.
- Proposition D: Article III, Sec. 6, Qualifications to hold office of Mayor, Councilmembers and other offices and employees; conflict of interest - Clarifies that any officer failing to possess the qualifications to hold the office of Mayor, Councilmember or other officer shall automatically forfeit their office; and moves the conflict of interest language moved to another section within the Charter.
- Proposition E: Article III, Sec. 8 - Canvassing returns and declaring results of election; judges of its own election and qualifications - Clarifies that the City Council shall be the judge of the qualifications of its members and that City Council's determination is final.
- Proposition F: Article III, Sec. 9 - Regular election days; and Article III, Sec. 11 - Special elections; state election laws control elections - Amended to remove references to a specific election day.
- Proposition G: Article III, Sec. 10 - Runoff elections - Removed all the references to specific dates and specified that runoff elections will be held in accordance with the applicable law.
- Proposition H: Article III, Section. 13 - Organizational meeting; holding other meetings - Clarified when the City Council must meet, whether after a regular election or a special election, for Councilmembers to qualify and assume their duties.
- Proposition I: Article III, Sec. 14 - Salaries - Increase the salary for the Mayor to \$550.00 per month and the salary for Councilmembers to \$450.00 per month.
- Proposition J: Article III, Sec. 23 - Reserved - Conflict of interest wording moved from Article III, Section 6 to this section to clarify that Mayor, Councilmembers and other officers and employees must comply with Texas Local Government Code and other applicable laws related to conflicts of interest of local public officials.
- Proposition K: Article VII, Sec. 7 - Official bonds - Amending this section to reflect the current practice related to the issuance requirement and approval of official bonds for appointed officers of the City.

Bellinger explained that if needed there will be another review at the January 9, 2025, Council Meeting, otherwise the first reading of the Ordinance to call the Special Election will be brought to City Council on January 23, 2025.

10. Discussion and Presentation on the Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham

Economic and Community Development Director Teresa Rosales presented this item. Rosales stated that staff discussed possible changes to the Tax Phase-In Policy. Rosales advised those changes are as follows:

- Application Fee: \$300 application fee, no fee for businesses in the Downtown Zone
- Salary: Minimum annual salary changed to \$44,000.00 (including benefits)
- Downtown Guidelines: Leave all job requirements as they are; change the minimum capital investment to \$75,000.00
- Minimum Capital Investment: Change to \$2,500,000.00 for all businesses except for those located in the Downtown Zone
- Abatement Definition: Add a definition of the term "abatement" to the policy
- Application Process: Add a provision that a copy of the application be given to the Chief Appraiser
- Policy Review and Effective Date: Added a sunset provision to the policy

REGULAR SESSION

11. Discuss and Possibly Act Upon the Appointment of a Brenham Municipal Court Presiding Judge and Associate Judge, Both for a Two Year Term Ending on December 31, 2026, and Authorize the Mayor to Execute Any Necessary Documentation

City Manager Carolyn Miller presented this item. Miller explained that since January 2020, Mr. John Winkelmann has served as the Presiding Judge and will be stepping down in December to serve as the newly elected 335th Judicial District Court Judge. Miller explained that to fill this vacancy, staff is recommending Mr. Jonas Lacina be appointed by City Council. Miller advised that in 2015 Mr. Lacina served as the City Prosecutor and worked well with our Municipal Court staff and believes that with his knowledge and experience, he will serve the Municipal Court well in this position.

Miller also explained that Judge Robert Wright has served as Associate Judge since September 2005 and that staff is recommending the reappointment of Judge Wright to this position.

Miller stated that both Lacina and Wright, if appointed, will serve a two-year term beginning January 1, 2025 and ending on December 31, 2026.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve the appointment of Jonas Lacina as the

Municipal Court Presiding Judge and Robert Wright as the Associate Judge, both for a two-year term ending on December 31, 2026 and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

12. Discuss and Possibly Act Upon Compensation for the Municipal Court Presiding Judge and Associate Judge and Authorize the Mayor to Execute Any Necessary Documentation

City Manager Carolyn Miller presented this item. Miller explained that as Council appointees, the compensation for the Presiding Judge and Associate Judge are set by the action of City Council. Miller advised that staff is recommending an annual salary of \$30,000 for the Presiding Judge and \$27,000 for the Associate Judge for the two-year term beginning January 1, 2025 and ending December 31, 2026.

A motion was made by Councilmember LaRoche and seconded by Councilmember Cook to approve an annual salary of \$30,000.00 for Presiding Judge Jonas Lacina, beginning January 1, 2025, and an annual salary of \$27,000.00 for Associate Judge Robert Wright, beginning January 1, 2025, and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

13. Discuss and Possibly Act Upon Ordinance No. O-24-031 on Its Second Reading Amending the City of Brenham's FY23-24 Adopted Budget

Chief Financial Officer Julie Flagg presented this item. Flagg stated that as originally presented at the November 21 2024 meeting, the Budget Amendment for Fund 600 Operating Expenditures totaled \$2,527,490.00 and that due to an adjustment posted during the final closing of FY2023-24 financial statements, the Budget Amendment for Fund 600 Operating Expenditures has been revised to \$2,528,975.00. Flagg explained that this is an increase of \$1,485.00, which is an immaterial amount; however, the change is necessary for fund level budget purposes.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to approve Ordinance No. O-24-031 on its second reading amending the City of Brenham's FY23-24 Adopted Budget.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

14. Discuss and Possibly Act Upon a Master Services and Purchasing Agreement Between the City of Brenham and Axon Enterprise, Inc. Related to Body Worn Cameras and In-Car Fleet Cameras for the Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation

Sergeant Jason Derrick presented this item. Derrick explained that the existing camera system has reached the end of its life, and the current manufacturer is no longer producing body cameras or systems designed for law enforcement.

Derrick advised that to find a suitable replacement, the Brenham Police Department has researched new camera systems and engaged in demonstrations with various vendors and after careful evaluation, Command Staff identified that Axon is the most fiscally responsible and high-quality product that meets the agency's needs. Notably, the new camera system includes cloud-based storage, which will help resolve existing data storage issues.

Derrick stated that the agreement with Axon has a total cost of \$738,610.94 over five years and that the initial payment will be \$276,385.18 with four annual installments of \$115,556.44 each.

Derrick advised that the department has applied for a reimbursement grant through the Office of the Governor to help offset some of the costs related to the

purchase of body cameras.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve a Master Services and Purchasing Agreement between the City of Brenham and Axon Enterprise, Inc., for five (5) years in the amount of \$738,610.94, for body worn cameras and in-car fleet cameras for the Brenham Police Department and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

15. Administrative/Elected Officials Report

Main Street Manager Leigh Linden reported on the following:

- December 6th - Cold Night Holiday Tunes featuring Suede - 7:00 p.m.
- December 7th
 - Breakfast with Santa at Must Be Heaven - 8:30 a.m. and 10:00 a.m.
 - Christmas Stroll begins - 10:00 a.m. to 7:00 p.m.
 - Jingle Bell Market - 10:00 a.m. to 7:00 p.m.
 - Kids Zone Snow Village - 1:00 a.m. to 4:00 p.m.
 - Lighting of the Christmas Tree - 5:00 p.m.
 - Lighted Christmas Parade - 6:00 p.m.

City Manager Carolyn Miller reported on the following:

- December 19th - Regular Council meeting

Council adjourned into Executive Session at 2:19 p.m.

EXECUTIVE SESSION

16. Section 551.074, Texas Government Code - Personnel Matters - Discussion Concerning the Roles and Responsibilities of an Assistant City Manager and Associated Issues

Executive Session adjourned at 2:40 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Robin Hutchens
Deputy City Secretary

DRAFT



City Council Regular Meeting **AGENDA ITEM 4.b**

Agenda Item: **Approve Amendment No. 1 to the License Agreement Between the City of Brenham and Mescalito Coffee LTD Co. Related to the Construction of a Downtown Parklet Adjacent to 100 E. Alamo Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: December 19, 2024

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

The City of Brenham City Council adopted the Parklet Manual on April 20, 2022 via Resolution R-22-020 and the Manual was amended on April 20, 2023 via Resolution R-23-012. The Manual outlines the application process, minimum standards and terms associated with Council approval of a License Agreement for a successful applicant to construct a Parklet within the Downtown District. On July 1, 2022, Mr. Jared Anderson submitted a fully completed application and supporting documents for a Parklet adjacent to 100 East Alamo Street. The application was reviewed and approved by Council on April 20, 2023.

The Manual states that “The sponsor, following payment of the Annual Parklet Fee, will have six months to complete installation for inspection.” The License Agreement was fully executed on December 20th, 2023, and paid for on December 29th, 2023 (\$500). Therefore, the 6-month term to complete the parklet has been exceeded. Additionally, the permit for the Parklet was issued on January 19, 2024, and expired on July 17, 2024.

On November 12, 2024, Mr. Anderson contacted the Development Services Department and notified the City that the Parklet fabricator had now completed the construction of the Parklet and that it was ready for installation. Being that the Parklet Manual attached to the License Agreement stipulates that the construction of the Parklet shall be completed in 6-months, staff recommends amending the license agreement to allow an additional 60-day extension for the Parklet to be installed and inspected. The attached addendum allows a one-time extension stating that the parklet shall be installed no later than February 28, 2025 and all other terms of the original license agreement shall remain in effect.

ATTACHMENTS:

1. JA Signed Addendum to Mescalito Parklet License Agreement
2. Non- Exclusive License Agreement 100 East Alamo St. (Dec 19 2023)

RECOMMENDATION:

Approve Amendment No. 1 to the License Agreement between the City of Brenham and Mescalito Coffee LTD Co. related to the construction of a Downtown Parklet adjacent to 100 E. Alamo Street, Brenham, Texas and authorize the Mayor to execute any necessary documentation.

**AMENDMENT NO. 1 TO THE DECEMBER 20, 2023
NON-EXCLUSIVE LICENSE AGREEMENT
ENTERED INTO BETWEEN
MESCALITO COFFEE LTD CO. AND THE CITY OF BRENHAM**

WHEREAS, Mescalito Coffee Ltd. Co. ("Licensee") operates the business commonly referred to as Mescalito Coffee located at 100 East Alamo Street, Brenham, Texas; and

WHEREAS, Licensee entered into a non-exclusive license agreement with the City of Brenham on December 20, 2023, for the purpose of constructing a Parklet on a city right-of-way in downtown Brenham ("Agreement"); and

WHEREAS, the Agreement required Licensee to complete construction and installation of the Parklet within six months of payment of the license fee; and

WHEREAS, on November 12, 2024, Licensee notified the City that the Parklet has been constructed and is ready for installation, but the deadline for completion has expired; and

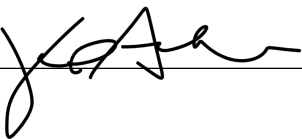
WHEREAS, the City of Brenham and Licensee agree to amend the Agreement as follows:

1. Licensee is hereby granted a one-time extension of the deadline for the construction and installation of its Parklet. The new deadline is February 28, 2025.
2. Except as expressly amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Amendment to be executed by the Mayor, and Licensee, acting through its duly authorized representative, does now sign, execute and deliver this instrument.

EXECUTED on this ____ day of _____, 2024.

MESCALITO COFFEE LTD CO.



12/12/2024

Date

CITY OF BRENHAM, TEXAS

Atwood C. Kenjura
Mayor

Date

NON-EXCLUSIVE LICENSE AGREEMENT – PARKLET

This License Agreement ("**Agreement**") is made this 20th day of December, 2023 ("**Effective Date**") by and between the **CITY OF BRENHAM** ("**City**"), and **MESCALITO COFFEE LTD CO.** a Texas limited liability company with its address at 100 East Alamo Street, Brenham, Texas 77833 ("**Licensee**") acting by and through its authorized representative.

WITNESSETH:

WHEREAS, Licensee operates the business commonly referred to as Mescalito Coffee located at 100 East Alamo Street, Brenham, Texas; and

WHEREAS, the City Council of the City of Brenham adopted a Downtown Parklet Manual via Resolution No. R-22-020 on June 16, 2022 to adopt uniform standards for the design and construction of Parklets located on a City right-of-way in Downtown Brenham; and

WHEREAS, the City Council of the City of Brenham revised the Downtown Parklet Manual via Resolution No. R-23-012 on April 20, 2023 to amend the requirements for Parklets located on City right-of-way in Downtown Brenham, attached to this Agreement as **Attachment "A"** ("**Revised Manual**"); and

WHEREAS, Licensee plans to construct or cause to be constructed a Parklet on a City right-of-way in accordance with the Manual; and

WHEREAS, Licensee has submitted a fully completed application and required supporting documentation on July 1, 2022 in accordance with the Manual adopted on June 16, 2022 and the Revised Manual adopted on April 20, 2023; and

WHEREAS, City staff members have reviewed the application for completion and have determined that the proposed location of a Parklet meets the eligibility requirements established by the Manual; and

WHEREAS, Licensee desires to operate and maintain said Parklet located in the 200 block of South Park Street on the east side of the roadway in the two parallel parking spaces immediately south of Alamo Street adjacent to the Licensee's business Mescalito Coffee ("**Parklet Location**") in accordance with the terms of this Agreement and Licensee's Parklet Plans and Specification attached to this Agreement as **Attachment "B"** ("**Plans**") (the Parklet to be established and maintained in the Parklet Location by Licensee in accordance with this Agreement and all attachments hereto is referred to herein as the "**Parklet**." All references to the Parklet shall include the Parklet Location).

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the City and Licensee, intending to be legally bound by this Agreement, agree as follows:

1. License; Conditions.

- A. Subject to the terms of this Agreement, the City grants a temporary, nonexclusive, revocable and non-assignable license to Licensee to enter the Parklet Location to establish, operate and maintain a Parklet in accordance with all Applicable Laws and the terms and conditions of this Agreement, including the Licensee's commitments set forth in the Application.
- B. Prior to entering the Parklet Location to commence any renovation of the Parklet, Licensee shall secure all necessary permits, licenses, and approvals from all appropriate departments, agencies, boards, or commissions of the City or other governmental entities that may be required by Applicable Law.

2. Title: AS-IS Condition of Parklet Location.

- A. At all times, but subject to the terms of this Agreement, the Parklet Location shall remain a public right-of-way. No legal title or any other interest in real estate shall be deemed or construed to have been created by anything contained in this Agreement; the License granted by this Agreement authorizes the Licensee to enter upon the Parklet Location for the purposes stated herein.
- B. Licensee acknowledges and agrees that they accept this license to enter the Parklet Location in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, including all defects known or unknown, and the City makes no representation or warranty, express or implied, as to (a) any encumbrances, restrictions and conditions which may affect the Parklet Location, (b) the nature or condition of the Parklet Location for installation and operation of the Parklet, and (c) compliance of the Parklet with Applicable Law (defined below). Licensee is relying on its own independent investigation of the condition of the Parklet Location in entering this Agreement.

3. Term.

- A. The term ("Initial Term") of this Agreement shall be for one (1) year commencing on the Effective Date and shall terminate on the 19th day of December, 2024, unless terminated earlier pursuant to the provisions of this Agreement.
- B. If neither party provides notice of termination prior to the end of the Initial Term in accordance with Paragraph 11, this Agreement shall automatically renew for an additional one (1) year term ("Renewal Term"). This Agreement may be automatically renewed for an additional four (4) Renewal Terms, the last of which would end on the 19th day of December, 2028.

4. Maintenance Obligations; Use Restrictions; Approvals.

- A. Licensee's Maintenance Obligations. Licensee hereby covenants and agrees, for itself, its successors, and assigns to be fully responsible for the costs of designing, constructing, installing, repairing, operating, and maintaining the Parklet as set forth in this Agreement; provided, however, Licensee shall have no responsibility for City's subsurface improvements or property (except where Licensee causes damage to City's subsurface improvements or property, in which case Licensee shall be liable to the City for all costs

necessary to repair such damage) and Licensee's responsibility for repairs and maintenance of the street surface shall be limited to damages beyond reasonable wear and tear. Licensee shall use and maintain the Parklet in a wholly safe condition; shall maintain any and all stands, tables, chairs, and other structures, and the grounds adjacent thereto in a clean and sanitary fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall provide and maintain adequate and proper drainage utilizing the existing courses of flow for storm water runoff; shall permit free and unobstructed ingress and egress to, from, and around the Parklet for the protection or facilitation of pedestrian traffic; shall properly store and dispose of all waste matter and trash in accordance with the City's regulations and keep the Parklet and adjacent sidewalk free and clear of rubbish, trash and waste materials; and, except as approved in accordance with this Agreement or Applicable Law, shall not permit encroachments upon or obstructions of the streets.

- B. City's Maintenance Obligations. The City shall not be required to furnish any services or facilities to the Parklet, or to make any repairs or alterations to the Parklet. The City shall not be responsible for any loss or damage to personal property on the Parklet. Licensee assumes sole responsibility for the operation, maintenance and management of the Parklet. The provisions of this paragraph do not apply to any City improvements installed or located below the surface of the Parklet Location.
- C. Licensee's Use. The general public's use of the Parklet shall not be limited by Licensee at any time. Licensee shall not block public access to the Parklet or any amenities therein. Licensee shall not convey to the public, explicitly or implicitly, that the Parklet is private property or dedicated for use by the Licensee or its customers.
- D. Prohibited Uses. Licensee agrees that it shall not: use the Parklet except as specified in this Agreement; use the Parklet for any unlawful purpose; create a public or private nuisance on the Parklet; store or use any Hazardous Substances (defined below) on the Parklet; use the Parklet in a way that disturbs or damages the surrounding properties; park a vehicle on the Parklet Location; smoke any substance on the Parklet; engage in any commercial or for-profit activity of any kind on the Parklet except as specified in this Agreement; use the Parklet for commercial advertising of any kind, or non-commercial advertising of any kind without the advance written approval of the City; place or erect any structures on the Parklet unless specifically permitted by this Agreement; serve alcoholic beverages on the Parklet Location, except for alcoholic beverages served to Licensee's customers as authorized by an appropriate license/permit validly issued by the Texas Alcoholic Beverage Commission; start fires on the Parklet, save and except, Licensee may place outdoor propane or butane heaters (utilizing heaters with liquefied petroleum gas cylinder(s) capable of holding a maximum of 20 lbs. of liquefied petroleum gas; said heaters and liquefied petroleum gas cylinder(s) must comply with all applicable federal, state and local laws and regulations); display, store or sell personal property on the Parklet unless specifically permitted by this Agreement; or permit standing water to accumulate on the Parklet Location except as may occur naturally on the street over which the Parklet is placed. The City and Licensee agree that Licensee is not responsible for enforcing these prohibitions on members of the public; however, Licensee shall use commercially reasonable efforts to periodically monitor the Parklet for any use by the Public that is unsafe, unlawful, or which is a prohibited use under this Section. If the Licensee becomes

aware of any unsafe, unlawful, or prohibited use of the Parklet, it shall immediately notify the City.

- E. Approvals by City. Unless otherwise stated in this Agreement or in accordance with Applicable Law, any review, approval, permission, or consent that Licensee is required to obtain from the City under this Agreement shall not be valid or effective unless obtained from the City Manager or the City Manager's designee (the "City Manager"). The review, approval, or consent by the City Manager of any plans, specifications, work or materials submitted or performed by Licensee under this Agreement does not constitute any representation, warranty, or guarantee by the City as to the quality or substance of the matter reviewed or approved or its compliance with Applicable Laws. Licensee must use its own independent judgment as to the accuracy and quality of all such matters and its compliance with Applicable Laws. Review, approval, or consent by the City Manager under this Agreement does not constitute any review, approval, consent, license or permit otherwise required under Applicable Laws by any City department, board, commission, or official. Licensee agrees that the Parklet, after construction and installation as approved by the City, shall not be expanded, enlarged or altered in any way without the prior written approval of the City.

5. Compliance with Applicable Laws; Hazardous Substances.

- A. Applicable Laws. "**Applicable Laws**" shall mean all applicable present Federal, State and City laws, ordinances, orders, rules, regulations, guidelines and requirements.
- B. Hazardous Substances. "**Hazardous Substance**" shall mean: (a) asbestos, flammables, volatile hydrocarbons, industrial solvents, explosives, chemicals, radioactive material, petroleum, petroleum products and by-products, natural gas, synthetic gas, and shall include but not be limited to, substances defined as "hazardous substances", "hazardous wastes", "toxic substances", "pollutants" or "contaminants" as those terms are defined in any of the Applicable Laws; and (b) any and all other materials or substances that any government entity shall determine from time to time are harmful, toxic, or dangerous.

6. Entry on Parklet Location By City; City Inspection.

The City may enter the Parklet at any time, for any reason, including inspecting the Parklet and/or Parklet Location; provided, however, during Licensee's regular business hours, but excluding emergencies, City's entry, if any, shall be in a manner that causes the least interference or interruption with Licensee's operations. Nothing contained in this Section shall create a duty on the City to make any repairs or do any work on the Parklet Location. City inspections shall not be a representation, guaranty, or warranty by the City to Licensee, as to Licensee's compliance with the terms of this Agreement or Applicable Laws.

7. Non-exclusive.

The License granted by this Agreement is nonexclusive and is subject to any existing utility, drainage or communications facilities located in, on, under or upon the City's streets or other rights-of-way, any utility or communication company, public or private, to all vested rights presently owned by any utility or communication company, public or private for the use of the

Parklet for facilities presently located within the boundaries of the right-of-way and to any easement, lease, license, or other interest in the Parklet Location granted by City to any individual, corporation or other entity, public or private.

8. Environmental Protection.

Licensee shall not use or permit the use of the Parklet for any purpose that may be in violation of any environmental laws or regulations, and any amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the Parklet will not result in the disposal or other release of any hazardous substance or solid waste in, on, upon, under or to the Parklet, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged in, on, upon, under or onto the Parklet or property adjoining the Parklet by Licensee. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. **Licensee shall indemnify and hold City harmless against all costs, expenses, fines and fees related to environmental cleanup of the Parklet and surrounding the Parklet resulting, directly or indirectly, from Licensee's use of the Parklet under this Agreement.**

9. Insurance.

At all times during the Term of this Agreement, the Licensee shall procure and maintain insurance in the types and amounts as specified below.

Licensee shall, at its sole cost and expense, procure and maintain in full force and effect, for the Term of the License Agreement, covering its obligations under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from insurers authorized to do business in the State of Texas and acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis.

- (i) **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**
 - (a) Workers Compensation: Statutory limits
 - (b) Employers Liability: \$100,000 each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit -Bodily Injury by Disease.
 - (c) All States coverage and Texas Endorsement.
- (ii) **GENERAL LIABILITY INSURANCE**
 - (a) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;

- (b) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as insureds; cross liability; and broad form property damage (including loss of use) liability.

The City of Brenham, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance Policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them. The City reserves the right to require Licensee to furnish certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days prior written notice to Licensee. All such policies shall include an endorsement stating that the coverage afforded to these parties as additional insureds will be primary to any other coverage available to them.

Certificates of insurance evidencing the required coverage shall be submitted to the City Secretary, City of Brenham, 200 W. Vulcan Street, Brenham, Texas 77833 within ten (10) days after the Effective Date of this Agreement. Licensee shall furnish certified copies of the original policies of all insurance required under this Agreement, at any time, within ten (10) days after written request by the City.

All insurance policies shall provide for a least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or not renewed. At least ten (10) days prior to the expiration of each policy, Licensee shall deliver to the City a Certificate of Insurance evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Agreement by Licensee to City, its officers, employees, and agents, or to limit Licensee's liability under this Agreement to the limits of the policies of insurance required to be maintained by Licensee hereunder.

10. Indemnification; Release.

- A. Licensee agrees to defend, indemnify, and hold harmless the City, its departments, commissions, boards, officers, employees or agents, from and against all actions, causes, suits, demands, losses, and liabilities, including the cost of litigation and attorney's fees, by reason of injury (including death) to persons and damage to property in any way arising in connection with this Agreement or rights granted to Licensee hereunder; provided that nothing herein contained shall be deemed to confer upon any third person any right against City, or to vest in said third person any cause of action against City, or to authorize any such person to institute any such suit or suits against City, its departments, commissions, boards, officers, employees or agents. Licensee is not obligated to indemnify, defend, and hold harmless the City against losses, costs, claims, suits, actions, damages, liabilities, and expenses that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees, or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.**

B. In consideration of the license extended to Licensee by this Agreement, Licensee, and for Licensee's its contractors, and invitees and all persons claiming through any of them (collectively, including Licensee the "Releasing Parties") do hereby remise, quitclaim, release and forever discharge, the City, its departments, commissions, boards, officers, employees or agents, from any and all, and all manner of, actions and causes of action, suits, claims, and demands whatsoever in law or in equity which the Releasing Parties may have against the City its departments, commissions, boards, officers, employees or agents, relating in any way whatsoever to any condition on the Parklet Location, or relating in any way to Licensee's entry onto the Parklet Location, or Licensee's use of the Parklet Location; save and except those actions and causes of action, suits, claims and demands whatsoever in law or in equity that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees or agents. Licensee voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by the Licensee, its contractors, or invitees, while in, on or about the Licensed Property; save and except any loss, damage, or injury, including death that arises exclusively from the City, its departments, commissions, boards, officers, employees or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Relocation; Termination of this Agreement.

A. Relocation. Licensee understands and agrees that it shall, upon request of the City, and except in the case of an emergency, on not less than twenty-one (21) days' notice, relocate the Parklet, and/or remove the Parklet, including chairs, tables, and Licensee's other personal property, and that Licensee will pay all costs and expenses necessary for the performance of such relocation work.

B. Termination: This Agreement may be terminated in any of the following ways:

1. Written agreement of both parties;
2. By either party giving the other party one hundred twenty (120) days prior written notice; or
3. By City upon failure of Licensee to perform its obligations as set forth in this Agreement; provided, however, Licensee shall be provided written notice of its failure to perform and twenty-one (21) days after receipt of such notice to cure such failure.

Licensee shall further agree that upon termination of this Agreement, Licensee shall vacate the Parklet and leave it in a clean condition, clear of all property and debris and restore the Parklet Area to the satisfaction and approval of the City, reasonable wear and tear excepted, within thirty (30) days after receiving such notice, all at Licensee's sole cost and expense. The City shall not be liable to Licensee for any compensation, reimbursement or other expenses related to this Agreement.

Licensee agrees that in the event the Parklet is not removed from the Parklet Location and/or if the Parklet Location is not restored to its original condition, reasonable wear and tear excepted, the City shall have the right and privilege, at its option, of removing said Parklet, and restoring the

City right-of-way to its original condition and in event of the City so doing, Licensee shall pay to the City, within thirty (30) days written notice or demand, the costs expended by the City in such removal and/or restoration.

12. Notice.

All notices, requests, and other communications under this License shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight or hand delivery service with receipt requested, and addressed to Licensee as provided on the first page of this License and to the City as follows:

City Manager
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059

13. Governing law.

This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in a court of competent jurisdiction in Washington County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

14. Attachments.

Any and all attachments to this Agreement are incorporated herein by reference.

15. Binding effect.

This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors and assigns.

16. Entire Agreement.

This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

LICENSOR: CITY OF BRENHAM

Date: 12/19/2023



Atwood C. Kenjura
Hon. Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger
Jeana Bellinger, TRMC, CMC
City Secretary

LICENSEE: MESCALITO COFFEE

Date: 12-20-2023

Jared Anderson
Jared Anderson
Owner

ATTEST:

Kim Huddle
By: Kim Huddle
Title: Planning Tech.

RESOLUTION NO. R-23-012

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

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

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

WHEREAS, the City of Brenham Downtown Parklet Manual was adopted by City Council on April 20, 2022 with the passage of Resolution No. R-22-020; and

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

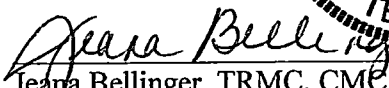
WHEREAS, it is in the best interest of the City of Brenham to amend the Brenham Downtown Parklet Manual;

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

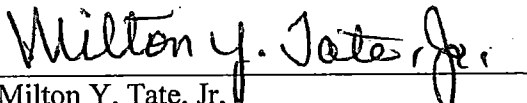
- Section 1:** The findings set forth hereinabove are incorporated into the body of this Resolution as if fully set forth herein.
- Section 2:** That City Council hereby adopts the amended City of Brenham Downtown Parklet Manual, attached hereto as "Exhibit A," and incorporated herein for all pertinent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

PASSED and APPROVED this 20th day of April 2023.

ATTEST:

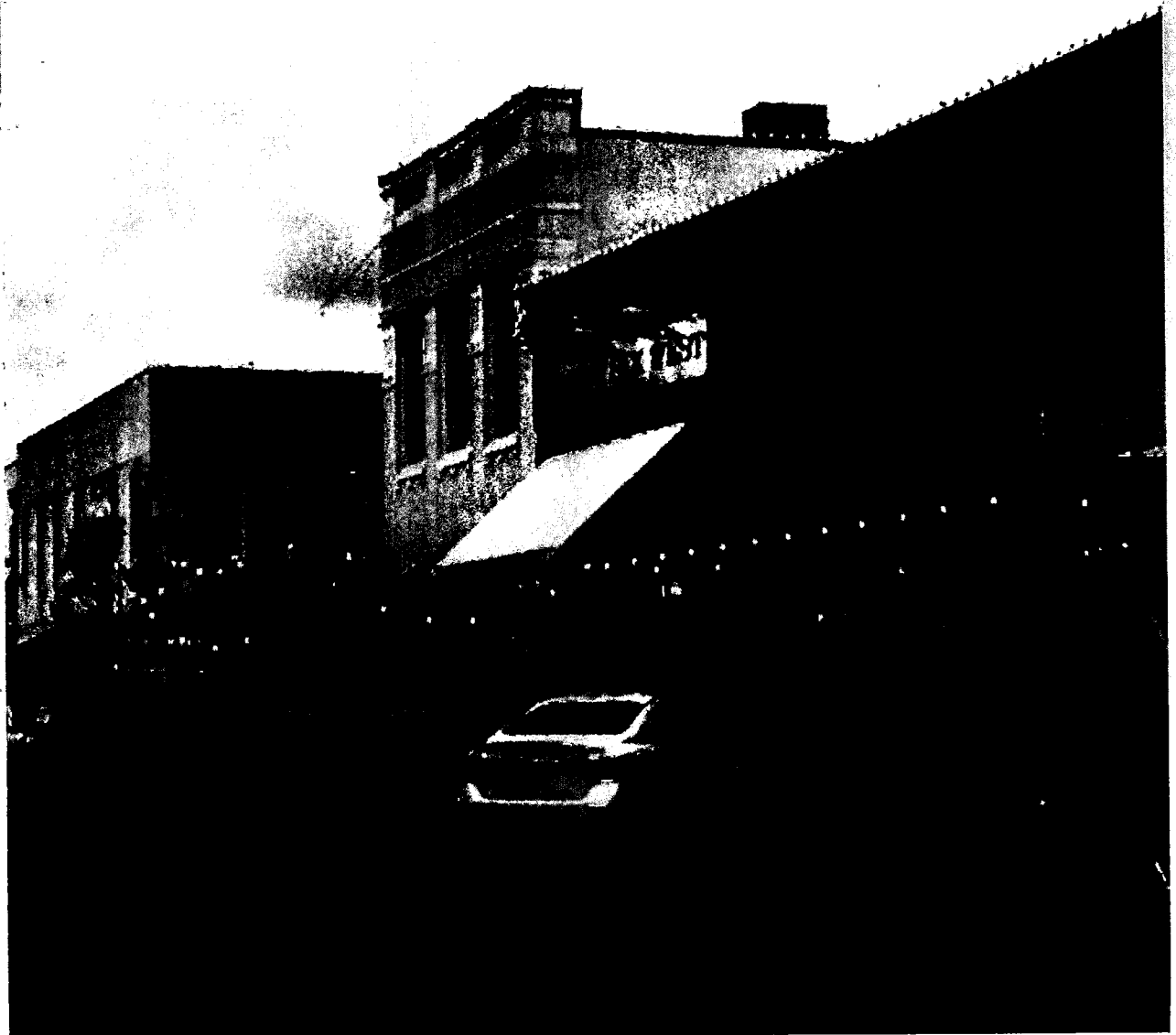

Jeana Bellinger, TRMC, CMC
City Secretary




Milton Y. Tate, Jr.
Mayor



Downtown Parklet Manual



Revised - April 20, 2023

MAIN STREET BRENHAM

INTRODUCTION

The City of Brenham has created a downtown parklet initiative that provides a public-private partnership for streetscape improvements in the public realm that are intended to enhance the visitor experience

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

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

Only one parklet will be allowed per street, and only on the following streets: Douglas, Park, Baylor, St. Charles, Vulcan, Commerce and First.



PARKLET PROCESS OVERVIEW

PERMITTING PROCESS

Step 1: Review the Downtown Brenham Parklet Manual and complete the Eligibility Checklist

Step 2: Complete Building Permit Application and the Parklet Application

The sponsor shall submit a Building Permit Application and the Parklet Application, along with the required supporting documents listed on the application.

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

Step 3: Review and Approval of a Parklet License Agreement

The Parklet Application and Building Permit Application will be reviewed by City staff for completion, and eligibility determined. The applicant will be notified of the determination and a Parklet License Agreement will be sent to the eligible sponsor for review.

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



PARKLET PROCESS OVERVIEW

Step 4: Issuance of Permit and Installation

Once the Parklet License Agreement is approved by City Council, Development Services will re-view and consider the submittal, and issue the Building Permit .

The sponsor, following payment of the Annual Parklet Fee, will have six months to complete in-
stallation for inspection.

FEES:

Building Permit Fee	TBD based on cost of project
Annual Parklet Fee	\$500



ELIGIBILITY REQUIREMENTS

The requirements include:

- The parklet must be located in the Downtown Brenham Historic Overlay District.
- The parklet will not be located on TxDOT right-of-way (Main and Alamo Streets).
- The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than, or equal to, the footprint of the building.
- There is no other parklet on the street.
- The parklet is within a dedicated parking lane in the right-of-way and will occupy no more than two (2) parallel spaces or three (3) angled spaces.
- The parklet will not impede the flow of drainage.
- The parklet will not impede pedestrian or vehicular traffic.
- The parklet must not be placed in a manner that restricts access to any dumpsters, garbage receptacles, private or public utilities (e.g. electrical poles, streetlights, underground utility access, electrical transformer vaults, etc.) nor be placed over any utility appurtenances, fire hydrants, valves, manholes, meters, etc.
- The parklet will not create a sight distance/visibility problem for vehicular traffic.
- The sponsor is in good standing with any required payment with the City of Brenham.

LICENSE AGREEMENT

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

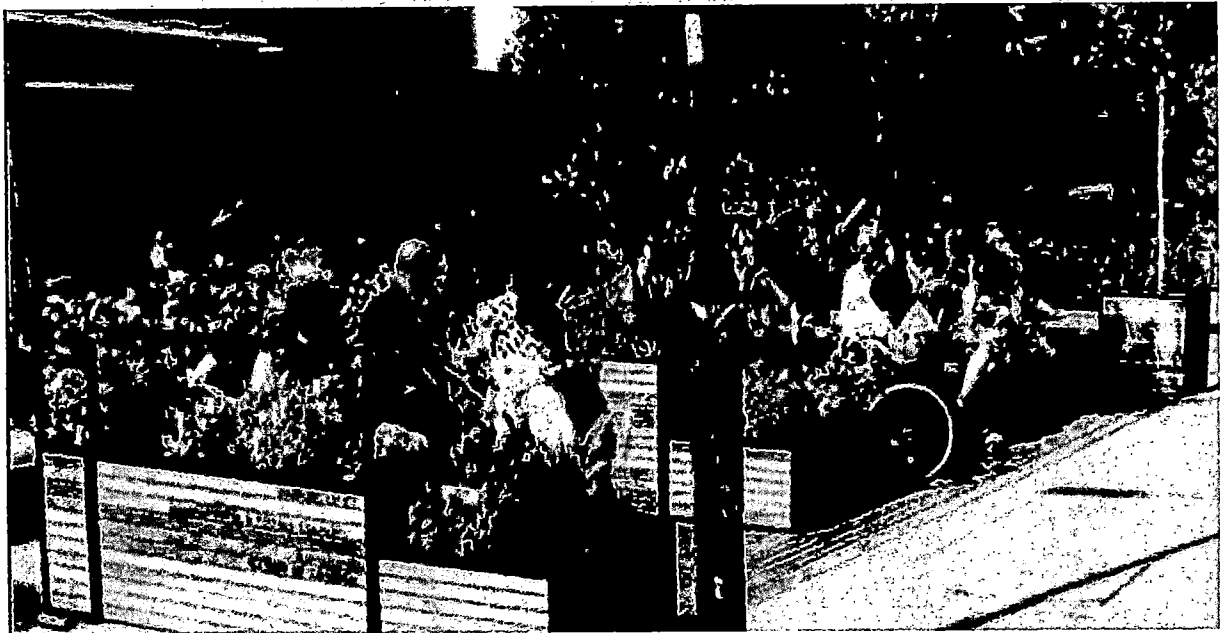
The Annual Parklet Fee may be paid in full for the 5-year length of the Agreement at a 20% discount. There will be no refund if the sponsor does not adhere to the Agreement, and the Parklet is required to be removed.

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

Payment of the Annual Parklet Fee is required prior to extension approvals.

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

A property owner, if different from the Parklet Sponsor, agrees to remove a parklet if the sponsoring business vacates the property. The owner has a 90-day grace period to determine if a new tenant would like to sponsor the parklet in place, and is responsible for maintenance during this time.



DESIGN STANDARDS

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

1. Parklet Platform Standards:

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

2. Protective Enclosure of the Parklet:

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

DESIGN STANDARDS

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

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

4. Shade Structures and Elements

Any shade structures or elements added to a parklet must meet City of Brenham codes and ordinances, and will not make a parklet less temporary.

5. Projections Beyond the Parklet:

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

6. Advertising:

No advertising or commercial signage is allowed in parklets, per the City of Brenham Sign Ordinance.

7. Durability of Parklet Materials:

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

8. ADA Requirements:

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

9. Power and Water Connections:

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

PARKLET SPONSOR RESPONSIBILITIES

Parklet sponsors are responsible for the following:

- Keep the parklet well-maintained and in good repair with daily cleaning.
- Keep the parklet free of debris, grime, and graffiti.
- Water and maintain all parklet vegetation.
- Provide pest control as needed.



PARKLET ELIGIBILITY CHECKLIST FORM

CONTACT INFORMATION

Name of persons and business sponsoring the parklet: _____

Phone number and email of parklet sponsor: _____

Name and address of business: _____

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

A Preliminary Site Plan is required, as described in the Application Form. The information is needed to determine the eligibility of the proposal. The standards set forth below are minimum standards and eligibility is determined based on the site meeting all requirements as verified by City staff. Place a checkmark in the box next to each standard to indicate the site is in full compliance.

- ☐ The parklet must be located in the Downtown Brenham Historic Overlay District
- ☐ The parklet is not located on TxDOT right-of-way (Main and Alamo Streets)
- ☐ The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than or equal to the footprint of the building
- ☐ There is no other parklet on the street
- ☐ The parklet is within a dedicated parking lane in the right-of-way and will occupy no more than two parallel spaces or three angled spaces

PARKLET ELIGIBILITY CHECKLIST FORM

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

PARKLET APPLICATION FORM

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

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

CONTACT INFORMATION

Name of persons and business sponsoring the parklet:

Phone number and email of parklet sponsor:

Name and address of business:

Phone number of business (establishment) associated with parklet:

Name of property owner (if different from above):

Phone number and email of property owner (if different from above):

PARKLET INFORMATION

Number and type (parallel or angled) of parking spaces to be taken for the parklet installation:

Estimated cost of the project: _____

PARKLET APPLICATION FORM

If you will be reserving the parklet during business hours, please let us know when the parklet will be closed from public use: _____

REQUIRED SUPPORTING DOCUMENTS CHECKLIST TO BE SUBMITTED WITH APPLICATION:

- ☐ **Preliminary Site Plan:** The preliminary site plan must include the location of the sponsor's building façade and adjacent sidewalk and street in relation to the parklet; the width and depth, location and material of the parklet protective elements and elevation drawings identifying the parklet design, heights and materials.
- ☐ **Statement of Purpose:** A written statement identifying the purpose of the parklet (e.g. dining, lounging, etc.) and providing parklet installation costs and schedule (number of days it would take to complete the installation once a Building Permit is issued.)
- ☐ **A written description of parklet materials and proposed parklet amenities:** (e.g. chairs, tables, benches, shade structure, landscaping, etc.)

REQUIRED SUPPORTING DOCUMENTS CHECKLIST TO BE SUBMITTED UPON APPROVAL OF LICENSE AGREEMENT:

- ☐ **Final Site Plan:** Once the License Agreement is approved by City Council, the sponsor must submit a final site plan. It must be computer-generated, drawn to scale, and submitted before the Building Permit can be considered and issued.
- ☐ **Proof of Liability Insurance:** Workers Compensation and Employers Liability, and General Liability Insurance is required as detailed in the License Agreement. The policy must include the parklet installation and must be kept in full force throughout the full term of the Parklet Agreement, which begins on the date the permit is issued.

PARKLET APPLICATION FORM

PARKLET SPONSOR RESPONSIBILITIES

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

- **Maintain insurance required**
- **Pay for all costs associated with the parklet permits, insurance, installation, maintenance, and eventual removal, as well as the repairs to any elements of the right-of-way that may sustain damages due to the installation, use, or removal of the parklet**
- **Regular maintenance of the parklet. Maintenance includes but is not limited to the following:**
 - Daily removal of trash and debris from the parklet
 - Removal of grime and graffiti on the parklet as needed
 - Removal of trash and debris under the parklet, as needed
 - Watering any landscaping
 - Pest control
 - Repairs as needed to restore the parklet to its original state
- **No elements or amenities of the parklet are to be stored on the sidewalk or the street**
- **Any material misrepresentation or fraudulent information makes this application null and void.**

Sponsor Signature:

Date:

PARKLET APPLICATION FORM

PROPERTY OWNER RESPONSIBILITY

- Should a Parklet Sponsor with a License Agreement with the City — who leases a building—vacate the property without removing the parklet, the property owner is responsible for removal.
- There is a 90-day grace period for a property owner to determine if a new tenant would like to sponsor the parklet in place. If no tenant is found, or a new tenant is not interested in pursuing a License Agreement, the property owner must remove the parklet within the 90-day period. Within this period, the property owner is responsible for maintenance.

Property Owner Signature:

Date:

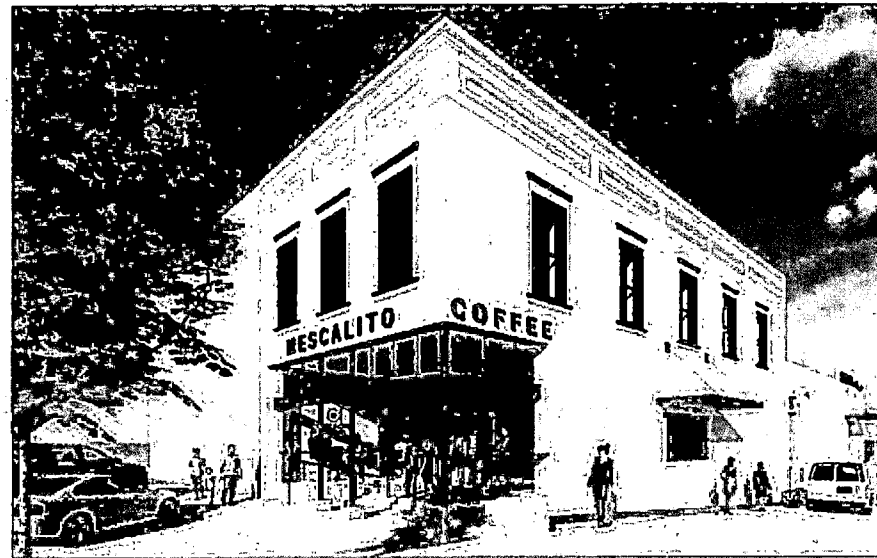
Once completed, please send the form as an attachment to:

info@downtownbrenham.com

100 E. ALAMO INVESTMENTS, LLC
PROPOSED RENOVATION AND BALCONY
 100 E. ALAMO ST., BRENHAM, TEXAS, 77833
 01/20/2022 - DOCUMENTS FOR CONSTRUCTION

GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODE, ORDINANCE A.D.A., T.A.S AND REGULATIONS OF ALL GOVERNING BODIES.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE CODES, ORDINANCES AND STANDARD SPECIFICATIONS OF ALL AGENCIES THAT HAVE THE RESPONSIBILITY OF REVIEWING PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF ALL ITEMS PER THESE PLANS AND SPECIFICATIONS IN THIS LOCALITY.
3. DURING THE CONSTRUCTION OF BALCONY AT THE REAR AREA, TURN-OFF THE EXISTING UTILITY AND HAND EXCAVATE THE FOUNDATION TO AVOID ANY D A M A G E S .
4. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING TO WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAK OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE.
5. ALL TRAFFIC CONTROLS ON THIS PROJECT SHALL ADHERE TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. ALL WORK SHALL BE GUARANTEED BY THE CONTRACTOR TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS AND IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. AND THAT THE CONTRACTOR SHALL REPLACE OR REPAIR ANY WORK OR MATERIAL FOUND TO BE DEFECTIVE.
7. INSTALL ALL MANUFACTURED ITEMS, MATERIALS, AND EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS EXCEPT THAT THE SPECIFICATIONS, WHERE MORE STRINGENT, SHALL GOVERN.
8. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ARCHITECT IN A TIMELY MANNER THAT WILL ALLOW NOT LESS THAN TEN DAYS FOR REVIEW. THE GENERAL CONTRACTOR SHALL SUBMIT CORRECT NUMBERS REQUIRED, BUT NOT LESS THAN FOUR COPIES.
9. ALL EXPOSED ELECTRICAL EQUIPMENT, CONDUITS, PLUMBING LINES, ETC. SHALL BE PAINTED WITH MIN. (2) COATS OF PAINT TO MATCH ADJACENT S U R F A C E S .
10. KNOX BOX-LOCATE PER LOCAL FIRE DEPARTMENT REQUIREMENTS.



ARCHITECT'S PERSPECTIVE

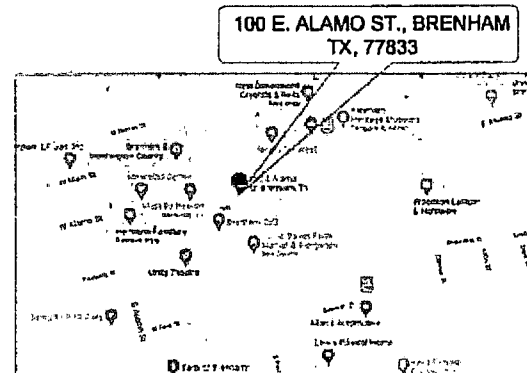
SCOPE OF WORK:

THE PROJECT CONSIST OF REMODELING AND RESTORATION ESP. FRONT DISPLAY AREA, ADDING COFFEE BAR AND LIGHT KITCHEN, ADDING NEW PARTITIONS FOR TOILET AREAS (CHANGING ROOM / GIFT WRAPPING, ADDING BALCONY AT SOUTH PART OF THE BUILDING, AND ADDING RAMPS (FRONT AND INSIDE THE BUILDING).

TYPE OF CONSTRUCTION: V

APPLICANT:

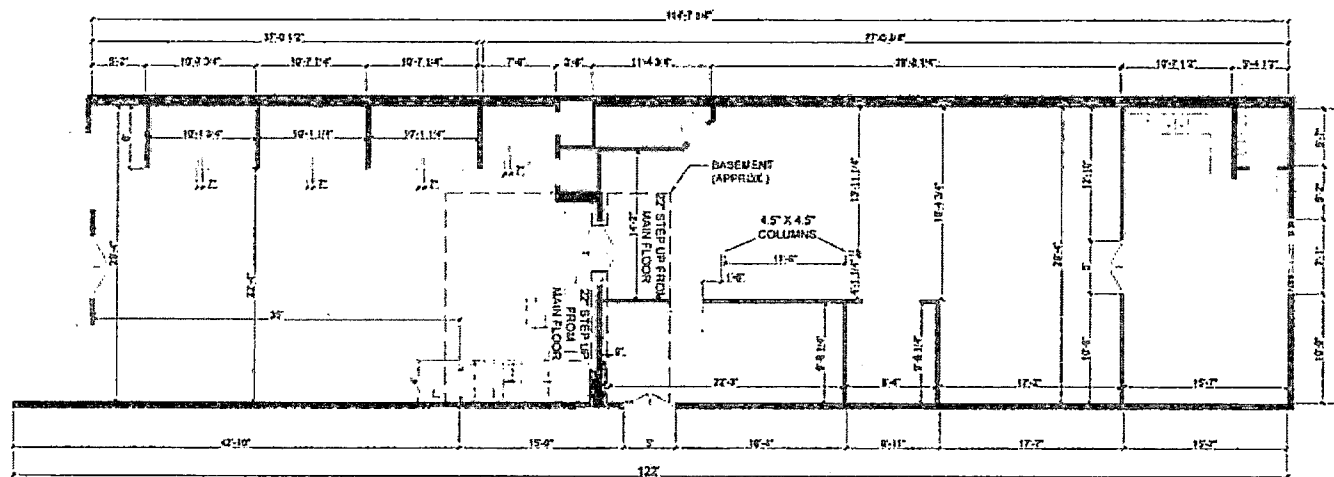
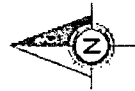
JARED ANDERSON, P.E.
 BALLAD OF THE BIRD DOG
 email : jared@balladofthebirddog.com



VICINITY MAP

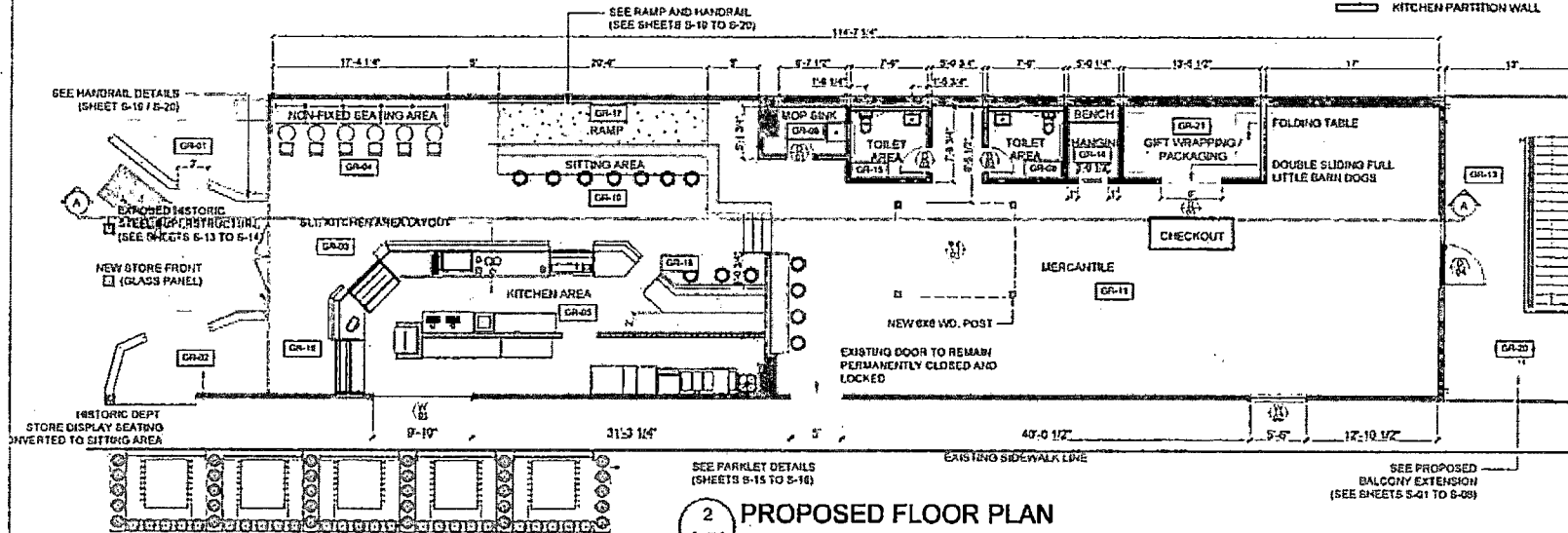
SHEET INDEX

SHT NO.	ARCHITECTURAL PLANS
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A-02	NORTH ELEVATION, FRONT CONCEPT
A-03	SOUTH ELEVATION, REAR CONCEPT
A-04	WEST ELEVATION
A-05	SECTION, PARTITION WALL DETAILS
A-06	BASEMENT
A-07	KITCHEN LAYOUT, DOORS & WINDOWS
A-08	KITCHEN DETAILS
A-09	OCCUPANCY PLAN AND CALCULATIONS
STRUCTURAL PLANS	
S-00	GENERAL NOTES
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S-02	SECTION, ROOF DETAILS
S-03	CONNECTION DETAILS
S-04	CONNECTION DETAILS
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S-07	CANOPY AT WINDOW 1
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S-13	BEAM BOTTOM FLANGE RESTORATION
S-14	BEAM BOTTOM FLANGE RESTORATION
S-15	PARKLET LOCATION PLAN
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P-04	PLUMBING RISER DIAGRAM



1 EXISTING FLOOR PLAN
SCALE 3/16" = 1'-0"

LEGEND
 --- EXISTING WALL
 --- NEW WALL
 --- KITCHEN PARTITION WALL



2 PROPOSED FLOOR PLAN
SCALE 3/16" = 1'-0"

- NOTES**
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 2. This drawing is to be scaled.
 3. All dimensions to be checked on site and any discrepancies reported to the engineer before work commences.
 4. Any ambiguities or discrepancies between this drawing and any other information given elsewhere must be reported to engineer for clarification before work proceeds.

REV	DESCRIPTION	BY	DATE
C1	PROPOSED RENOVATION	GT	10/10/22
1	REVISION	GT	10/10/22

P - PRELIMINARY T - TENDER C - CONSTRUCTION

PROPOSED RENOVATION
100 E. ALAMO ST.,
BRENNHAM, TX 77833

EXISTING FLOOR PLAN
PROPOSED FLOOR PLAN

OWNER
100 E. ALAMO INVESTMENTS

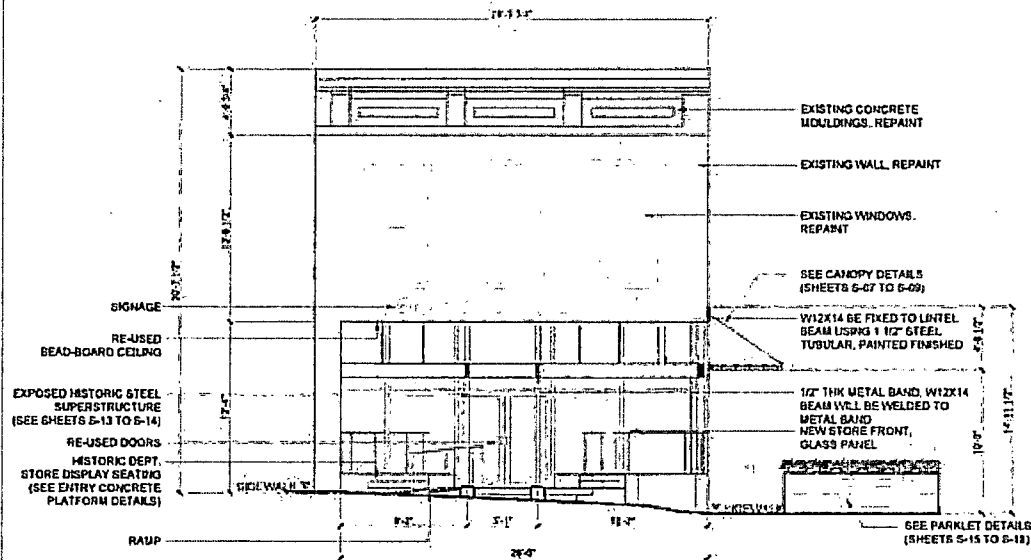
APPROVED BY:

ENGR. JARED ANDERSON
20 JANUARY 2022

DESIGN	CH	DATE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

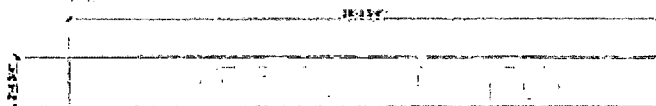
FOR CONSTRUCTION

PROJECT	GRADING	REV
GT21-085	A-01	C1



1 NORTH ELEVATION
A-02 SCALE 1/4\"/>

NOTE:



SIGNAGE AREA COMPUTATION:

WALL AREA	87.68 sq ft
LETTER AREA	16.00 sq ft
PERCENTAGE	23.84% < 30.00%, OK!



2 STORE FRONT CONCEPT
A-02 SCALE 1/4\"/>

NOTES

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REV.	DESCRIPTION	BY	DATE
01	FIRST ISSUE	GT	01/04/2022
02	AS NOTED	GT	01/04/2022

P. PROJ. DIVISION T-8-000000
C-CONSTRUCTION

PROJECT
PROPOSED RENOVATION
100 E. ALAMO ST.,
BRENNHAM, TX 77833

SHEET
NORTH ELEVATION
STORE FRONT CONCEPT

OWNER
100 E. ALAMO INVESTMENTS

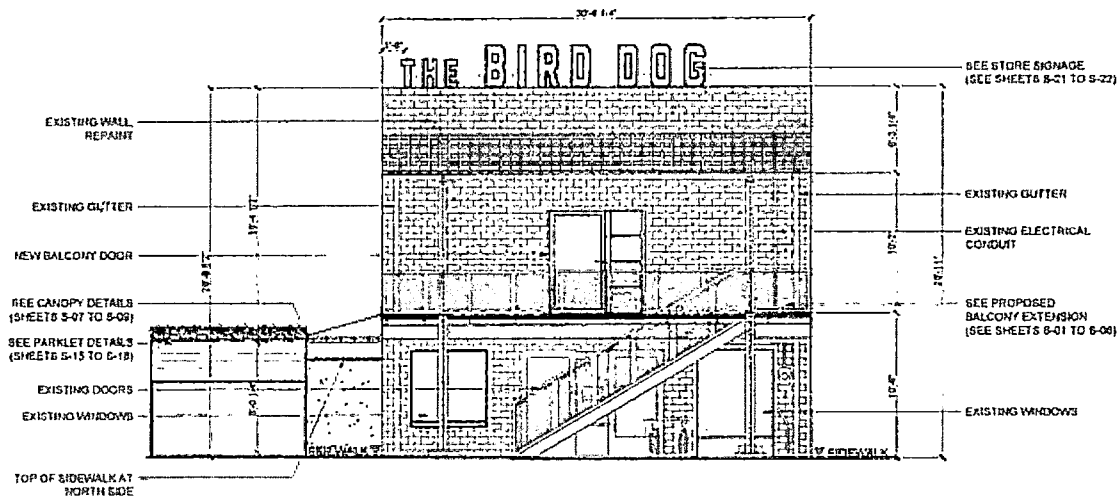
APPROVED BY:

ENGR. JARED ANDERSON
20 JANUARY 2022

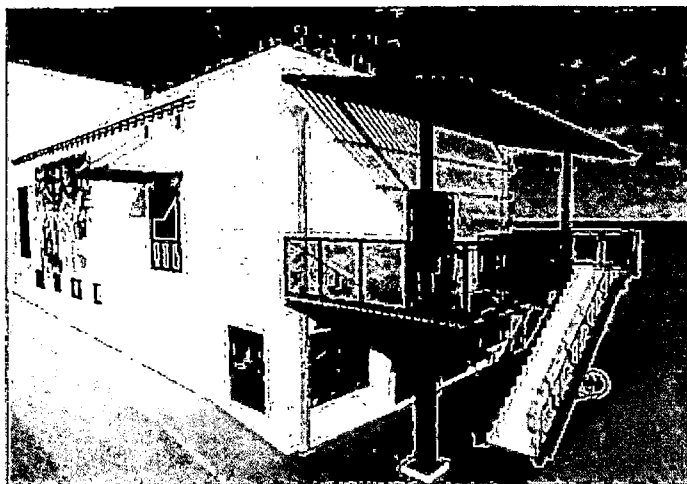
DRAWN	CHECKED	DATE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	A-02	C1



1 SOUTH ELEVATION
A-03 SCALE 1/4" = 1' 0"



2 STORE REAR CONCEPT
A-03 SCALE 1/4" = 1' 0"



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REV	DESCRIPTION	BY	DATE
C1	FIRST ISSUE	GT	2/2/2022
C2	SECOND ISSUE	GT	2/2/2022

P - PRELIMINARY T - TENDON
C - CONSTRUCTION

PROJECT
PROPOSED RENOVATION
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
SOUTH ELEVATION
STORE REAR CONCEPT

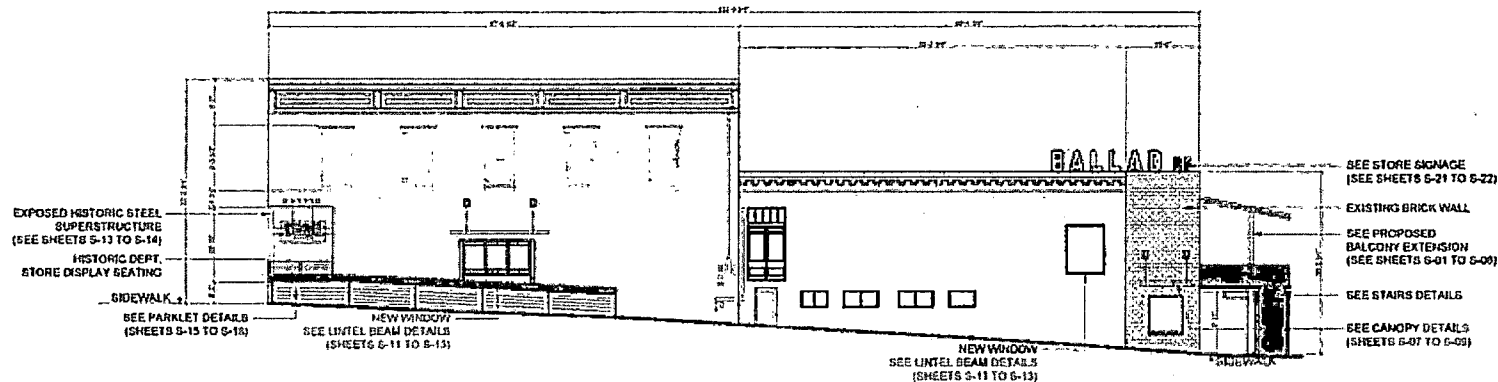
OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
20 JANUARY 2022

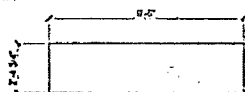
DESIGN	CH	JA	D	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22	

STATUS
FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	A-03	C1



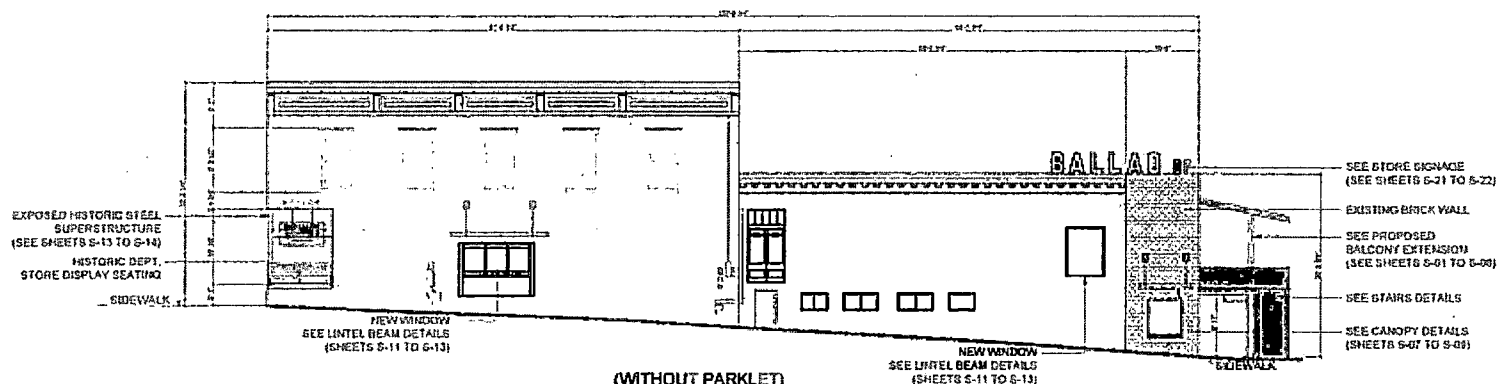
NOTE:



SIGNAGE AREA COMPUTATION:

WALL AREA	22.51 sq ft
LETTER AREA	4.87 sq ft
PERCENTAGE	22.08% < 30.00%, OK!

1 WEST ELEVATION
SCALE 1/8" = 1' 0"



2 (WITHOUT PARKLET) WEST ELEVATION
SCALE 1/8" = 1' 0"

NOTES

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REV	DESCRIPTION	BY	DATE
C1	FINAL REVISED	GT	1/20/22
C2	REVISION	GT	1/20/22

P. PRELIMINARY T-TENDER
C. CONSTRUCTION

PROJECT
PROPOSED RENOVATION
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
WEST ELEVATION

OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY

ENGR. JARED ANDERSON
20 JANUARY 2022

DATE	SCALE	STATUS
GT	JA	D AS NOTED
GT	JA	D AS NOTED

FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	A-04	C1

CODES STANDARDS AND REPORTS

- (1) INTERNATIONAL BUILDING CODE (IBC 2015)
- (2) ASCE 7 MINIMUM DESIGN LOADS FOR BUILDING AND OTHER STRUCTURES
- (3) ACI 318-14 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
- (4) OSHA REGULATIONS (STANDARDS - 29 CFR 1910 & 1926)
- (5) AISC STEEL CONSTRUCTION MANUAL 14TH EDITION
- (6) CITY OF BRENHAM ADOPTED BUILDING CODE

DESIGN LOADS (UNLESS NOTED OTHERWISE)

- (1) SELFWEIGHT OF THE STRUCTURE
- (2) BALCONY SLAB LOAD 77.60 psf
- (3) BALCONY STEEL DECK 1.87 psf
- (4) BALCONY ROOF FRAME 3.00 psf
- (5) CANOPY ROOF LOAD 0.73 psf
- (6) LINTEL BEAM LOAD 3500.00 psf
- (7) LIVE LOAD 100.00 psf
- (8) STANDARD RAILING, GUARDRAIL & HANDRAIL
-A SINGLE CONCENTRATED LOAD OF 3000LBS APPLIED IN ANY DIRECTION
-A UNIFORM LOAD OF 50 psf APPLIED IN ANY DIRECTION AT TOP RAIL
- (9) WIND
-WIND BASIC WIND SPEED 116mph (BASED ON 3 SECOND GUST AT 33H ABOVE GRADE)
-EXPOSURE C, IMPORTANCE FACTOR 1.0
-RISK CATEGORY II

STRUCTURAL STEEL

- (1) ALL MATERIALS AND WORK SHALL CONFORM TO THE "AISC" ASD MANUAL OF STEEL CONSTRUCTION, AND "AISC" CODE OF STANDARD PRACTICE, LATEST EDITION
- (2) STEEL FABRICATOR SHALL INCORPORATE THE NEW OSHA RULES OF JAN. 18, 2001 OF THE "SAFETY AND HEALTH STANDARDS FOR THE CONSTRUCTION INDUSTRY," 29 CFR 1926, PART R, SAFETY STANDARDS FOR STEEL ERECTION
- (3) SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO FABRICATION. APPROVAL OF THE SHOP DRAWINGS DOES NOT RELIEVE THE FABRICATOR OF THE RESPONSIBILITY FOR ACCURACY OF DETAIL DIMENSIONS OR SHOP DRAWINGS, NOR THE GENERAL FIT-UP OF PARTS TO BE ASSEMBLED IN THE FIELD
- (4) MATERIALS SHALL CONFORM TO "AISC" MILL TOLERANCES.
- (5) ALL STEEL TO BE HOT DIP GALVANIZED IN ACCORDANCE WITH ASTM 123
- (6) STEEL PIECES SHALL BE MARKED AS NUMBERED ON THE SHOP DRAWINGS
- (7) PROVIDE TEMPORARY BRACING AS REQUIRED TO STABILIZE AND SECURE THE STRUCTURAL FRAMES DURING CONSTRUCTION UNTIL THE PERMANENT BRACING IS IN PLACE
- (8) STRUCTURAL STEEL ITEMS SUCH AS FRAMES, BEAMS, TRUSSES, STAIRS, AND RAILINGS WITHIN THE LIMIT OF SHIPPING AND/OR GALVANIZING SHALL BE FABRICATED AND ASSEMBLED IN THE SHOP IN MODULES AS PRACTICAL UNO

STRUCTURAL STEEL MATERIALS

- (1) U.S. (OR DOMESTICALLY PRODUCED) STEEL SPECIFICATIONS
W & WT SHAPES ASTM A36
L, C, MC, S, & PLATES ASTM A36
- (2) BOLTS FOR STRUCTURAL CONNECTIONS SHALL BE MINIMUM 7/8" ASTM A325 TC (F1552) (TENSION CONTROL).
- (3) WELDING ELECTRODES E70XX WITH LOW HYDROGEN COVERINGS
- (4) EXPANSION ANCHORS SHALL BE "HYWID-BOLT 3" ANCHORS BY HILTI (U.N.O.)

CONNECTIONS

- (1) DESIGN IN ACCORDANCE WITH "AISC" STANDARDS CONNECTION DESIGN SHALL BE AS FOLLOWS
- ALL INDICATED LOADS OR LOAD COMBINATIONS ARE PER ASD METHOD
- SPECIAL CONNECTIONS ARE DEFINED AS CONNECTIONS SUBJECT TO SIGNIFICANT AXIAL LOADS DUE TO EITHER WIND OR EARTHQUAKE AS INDICATED ON FRAMING PLANS AND ELEVATIONS, IN ADDITION TO GRAVITY LOADS AS APPLICABLE.
- (2) ALL BOLTED CONNECTION SHALL USE HOT-DIPPED GALVANIZED BOLTS, NUTS AND WASHERS PER ASTM A153
- (3) CONNECTIONS SHALL HAVE A MINIMUM OF 2 ROWS OF BOLTS OR THE EQUIVALENT WELD UNLESS NOTED OTHERWISE.
- (4) WELDS AND WELDING SHALL CONFORM TO "AWS" STANDARDS AND THE AWS STRUCTURAL WELDING CODE, AWS D1.1.
- (5) JOINTS SHALL CONFORM TO "AWS" PREQUALIFIED JOINTS AND PROCEDURES. ALL EXPOSED WELDS ON MISCELLANEOUS METAL ITEMS SHALL BE GRIND SMOOTH. EASE ALL SHARP EDGES
- (6) ALL FIELD WELDS TO BE 1/4" ALL AROUND (U.N.O.)
- (7) PRIOR TO WELDING, CLEAN EXISTING SURFACES DOWN TO BASE METAL. IF EXISTING METAL IS GALVANIZED, REMOVE GALVANIZING WITH WIRE BRUSH OR GRINDER UNTIL UNGALVANIZED STEEL IS EXPOSED
- (8) ALL GUSSET PLATES SHALL BE 1/4" MINIMUM THICKNESS (U.N.O.)
- (9) SHOP FABRICATOR SHALL REMOVE ALL BURRS AND SHARP EDGES AFTER FABRICATION
- (10) STEEL SHALL BE SHOP PAINTED WITH A THREE COAT SYSTEM INCLUDING A ZINC RICH PRIMER AND URETHANE FINISH COAT

CONCRETE

- (1) CONCRETE IN THE FOLLOWING AREAS SHALL HAVE THE FOLLOWING COMPRESSIVE STRENGTH (FC) AT 28 DAYS
SPREAD FOOTING 3000 psi
COLUMN 3500 psi
SLAB 3000 psi
- (2) ALL CONCRETE MIX DESIGNS SHALL BE REVIEWED AND APPROVED BY THE TESTING AGENCY PRIOR TO SENDING TO THE ENGINEER OF RECORD FOR APPROVAL
- (3) USE THE FOLLOWING NORMAL-WEIGHT AGGREGATES ASTM C33, COARSE AGGREGATE OR BETTER, GRADED. PROVIDE AGGREGATES FROM A SINGLE-SOURCE CONFORMING TO THE FOLLOWING
MAXIMUM COARSE-AGGREGATE SIZE, TYPICALLY 1/2" NOMINAL DIAMETER
FINE AGGREGATE, FREE OF MATERIALS WITH DELETERIOUS REACTIVITY TO ALKALI IN CEMENT

- (4) WATER SHALL CONFORM TO ASTM C 84/C 84M AND BE POTABLE
- (5) ADMIXTURES IF USED SHALL BE SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER.
- (6) MIXING, TRANSPORTING, AND PLACING OF CONCRETE SHALL CONFORM TO ACI 301 AND ASTM C94
- (7) CONFORMANCE TO ACI 305.1 "SPECIFICATION FOR HOT WEATHER CONCRETING" IS REQUIRED WHEN AIR TEMPERATURE IS ABOVE 90 DEG F
- (8) CONFORMANCE TO ACI 306 "COLD WEATHER CONCRETING" IS REQUIRED WHEN A PERIOD FOR MORE THAN THREE (3) CONSECUTIVE DAYS, THE AVERAGE DAILY AIR TEMPERATURE IS BELOW 40 DEG F AND THE AIR TEMPERATURE IS NOT GREATER THAN 50 DEG F FOR MORE THAN ONE-HALF OF ANY 24 HOUR PERIOD.
- (9) GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT AND OWNER 48 HOURS PRIOR TO PLACEMENT OF CONCRETE IN THE FOOTINGS
- (10) DETAILING OF CONCRETE REINFORCEMENT BARS AND ACCESSORIES SHALL CONFORM TO THE RECOMMENDATIONS OF ACI 315
- (11) ALL STIRRUPS SHALL BE PROVIDED WITH STANDARD 90 DEGREE HOOKS
- (12) ALL HOOKS AND BENDS IN REINFORCING BARS SHALL CONFORM TO ACI 315 STANDARDS UNLESS SHOWN OTHERWISE.
- (13) MINIMUM CONCRETE COVER PROTECTION FOR REINFORCEMENT BARS SHALL BE AS FOLLOWS (SEE ACI 318 SECTION 7.7)
CONCRETE EXPOSED TO WEATHER 1-1/2 INCHES
#5 BARS AND SMALLER 2 INCHES
ALL OTHER BARS 3 INCHES
CONCRETE CAST AGAINST EARTH

NOTES

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3. All dimensions to be checked on site and any discrepancies reported to the engineer before work commences
4. Any ambiguities or discrepancies between this drawing and any other information given elsewhere must be reported to engineer for clarification before work proceeds

REV	DESCRIPTION	DATE
1	100 E. ALAMO INVESTMENTS	01/02/22

P - PRELIMINARY I - TENDER
C - CONSTRUCTION

PROPOSED BALCONY
100 E. ALAMO ST.,
BRENNHAM, TX 77833

GENERAL NOTES

100 E. ALAMO INVESTMENTS

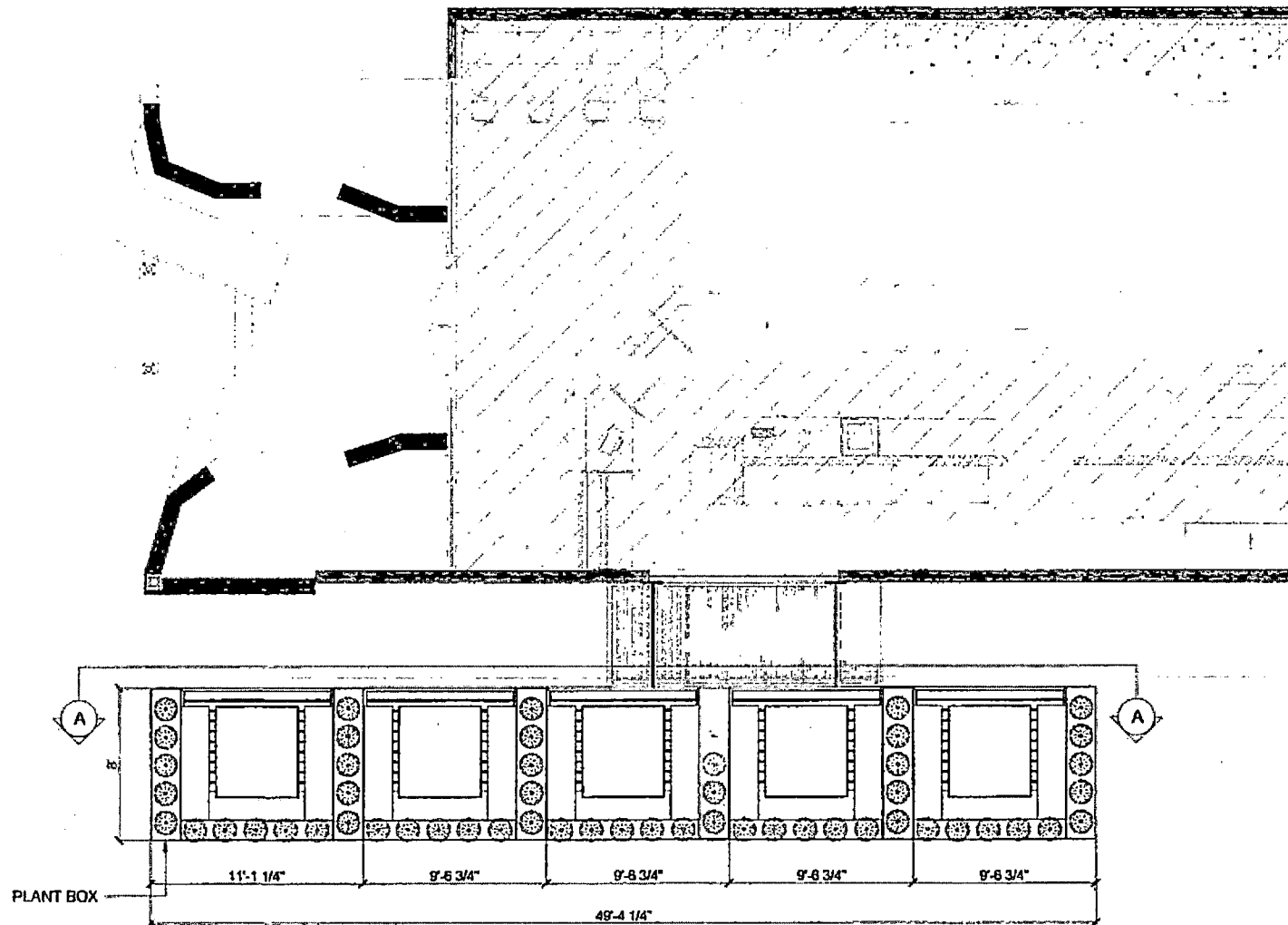
APPROVED BY:

ENGR. JARED ANDERSON
02 JANUARY 2022

DRAWN	CHECKED	SCALE	DATE
GT	JA	D	AS NOTED JAN 22

FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	S-00	C1



1 PARKLET LOCATION PLAN
S-15 SCALE 3/8\"/>

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REV	DESCRIPTION	BY	DATE
01	Initial issue	ET	04-01-22

P-PRELIMINARY I-TENDER
C-CONSTRUCTION

PROJECT
PROPOSED PARKLET
100 E. ALAMO ST.,
BRENNHAM, TX 77833

LOCATION PLAN

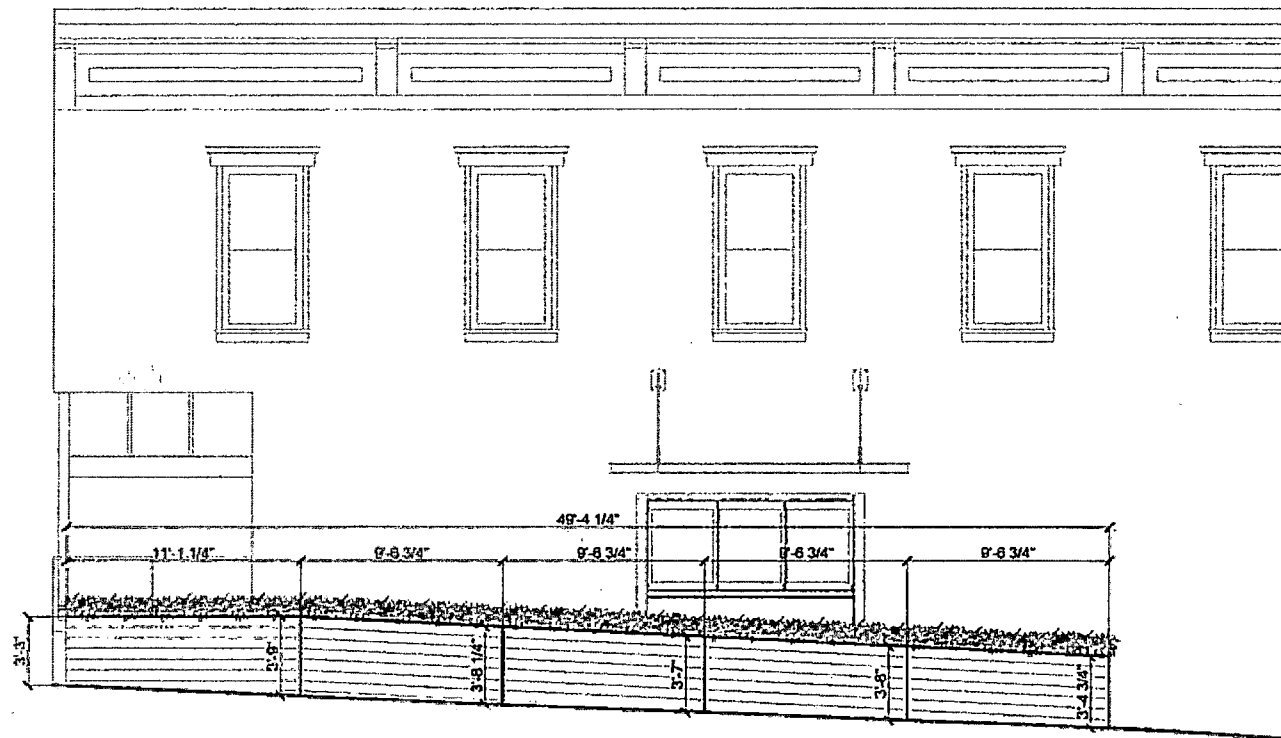
OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
02 JANUARY 2022

DRAWN	CHECKED	DATE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	S-15	C1



1 PARKLET ELEVATION
S-16 SCALE 3/8" = 1'-0"

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REV	DESCRIPTION	BY	DATE
C1	PROJECT LOG	GT	10/01/22

P-PRELIMINARY T-TENDER
C-CONSTRUCTION

PROJECT
PROPOSED PARKLET
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
ELEVATION

OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:

ENGR. JARED ANDERSON
02 JANUARY 2022

DRAWN	CHKD	DATE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	S-16	C1

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4. Any ambiguities or discrepancies between this drawing and any other information given elsewhere must be reported to engineer for clarification before work proceeds

REV	DESCRIPTION	BY	DATE
C1	POST ISSUE	GT	02/01/22

P - PRELIMINARY F - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED PARKLET
100 E. ALAMO ST.,
BRENHAM, TX 77833

TITLE
SECTION THRU A-A
DETAILS A

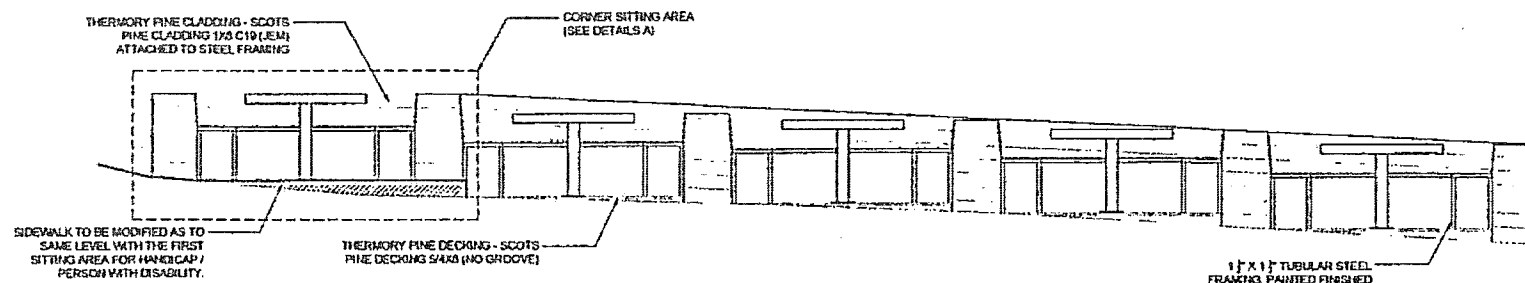
DRAWN
100 E. ALAMO INVESTMENTS

APPROVED BY
ENGR. JARED ANDERSON
02 JANUARY 2022

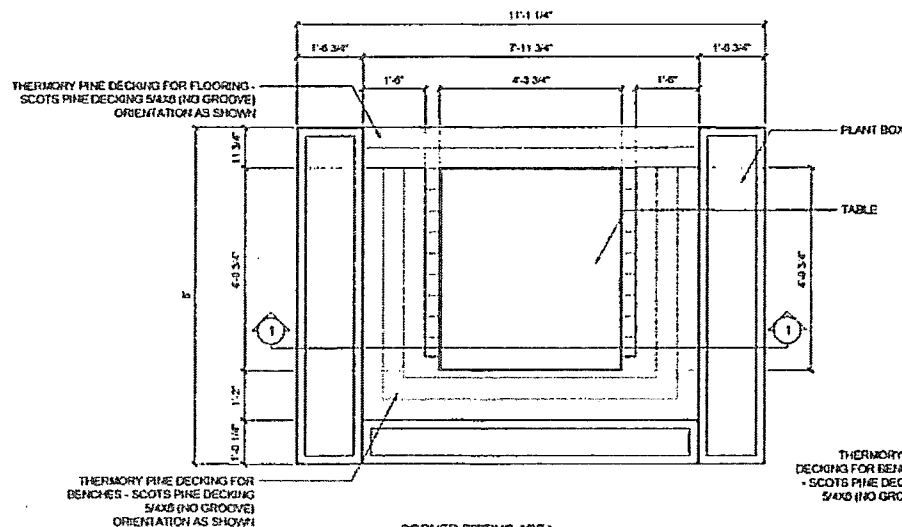
DRAWN	CHKD	SIZE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

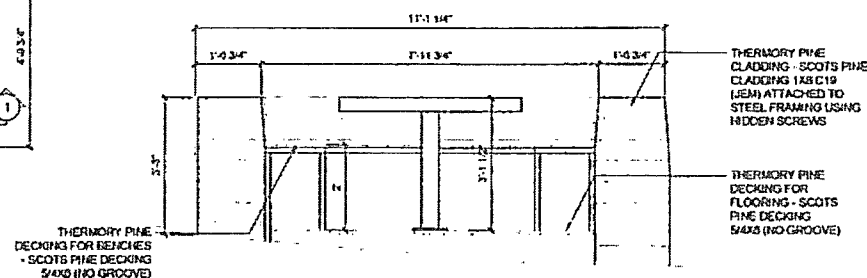
PROJECT	DRAWING	REV
GT21-085	S-17	C1



(VIEW FROM STREET)
1 SECTION THRU A-A
S-17 SCALE 1/2" = 1' 0"



2 CORNER SITTING AREA
DETAILS A - PLAN VIEW
S-17 SCALE 3/4" = 1' 0"



3 CORNER SITTING AREA
DETAILS A - ELEVATION
S-17 SCALE 3/4" = 1' 0"



- | | | |
|----------|---------|-----|
| PROJECT | DRAWING | REV |
| GT21-085 | S-18 | C1 |



City Council Regular Meeting
AGENDA ITEM 4.c

Agenda Item: **Approve Recommendations for Appointments and/or Re-appointments to Various City Boards and Commissions and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: December 19, 2024

Department: Administration

Staff Contact: Robin Hutchens, Deputy City Secretary

SUMMARY STATEMENT:

See attached memo.

ATTACHMENTS:

1. Memo for 2025 Advisory Board Recommendations

RECOMMENDATION:

Approve the appointments and/or re-appointments to various City Boards and Commissions, as presented, and authorize the Mayor to execute any necessary documentation.



To: Mayor and City Council

From: Robin Hutchens, Deputy City Secretary

Subject: Advisory Board Recommendations for 2025

Date: December 19, 2024

Under the City's policy for advisory board appointments, persons interested in serving must fill out an application of appointment. This includes current board members who are willing and interested in continuing their service.

According to the City's policy, a Subcommittee of the City Council is to review the appointments and offer a recommendation to the City Council. The Council Subcommittee (Councilmembers Cook, LaRoche, and Saunders) met on December 5, 2024 and reviewed the applications and feedback from the staff liaisons. Below are the recommendations for 2025 Advisory Board appointments:

Animal Services Advisory Board: There are no expiring members.

Board of Adjustments: Three members being recommended for appointment:

- Arlen Thielemann, re-appointment
- Dax Flisowski., re-appointment
- Darren Huckert, open position

Brenham Community Development Corporation: Three members being recommended for appointment:

- Gary Crocker, re-appointment
- Bill Betts, re-appointment
- Jim Kolkhorst, re-appointment

Building and Standards Commission: Three members being recommended for appointment:

- Matthew Metzger, re-appointment
- Richard Morris, re-appointment
- Marshall Bevers, open position

There are two alternate positions open that staff are actively looking to fill.

Historic Preservation Board: Three members being recommended for appointment:

- Brad Tegeler, re-appointment
- Jennifer Hermann, re-appointment
- Angelia Gerhard, open position

Library Advisory Board: The Fortnightly Club has appointed and asks City Council to formally confirm Fortnightly's appointments:

- Jan Klingsporn
- Susan Myers

Main Street Board: One member being recommended for appointment:

- Tiffany Howard, open position

Parks and Recreation Advisory Board: There are no expiring members.

Planning and Zoning Commission: There are no expiring members.

Police Citizen Advisory Board: Seven members being recommended for appointment:

- Whitney Hooks, re-appointment
- Alpesh Patel, re-appointment
- Weldon Clampitte, re-appointment
- Jesse Vela, re-appointment
- Holly Johnson, re-appointment
- Jeffrey Hagerlin, open position
- William Robert Cox Jr, open position

Tourism Advisory Board: Two members being recommended for appointment:

- Keith Hankins, open position
- Stephanie Wehring, open position



City Council Regular Meeting
AGENDA ITEM 4.d

Agenda Item: **Rescind the December 5, 2024, Approval of a Three-Year License Agreement through Texas Department of Information Resources Contract No. DIR-TSO-4167, and Approve a Three-Year License Agreement Between the City of Brenham and DataVox, Inc. for Cisco Collaboration Flex Plan in the Amount of \$13,725.00 Per Year through The Interlocal Purchasing System (TIPS) Contract No. 230105 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: December 19, 2024

Department: Information Technology

Staff Contact: Kevin Schmidt, IT Manager

SUMMARY STATEMENT:

This item was originally passed on December 5th using DIR contract pricing. Since City Council approval that vendor has notified the City that is not able to honor DIR pricing and must be changed to another purchasing cooperative. Attached you will find the updated quote using TIPS cooperative pricing.

ATTACHMENTS:

1. DataVox Sisco Quote TIPS

RECOMMENDATION:

Rescind the December 5, 2024, approval of a three-year license agreement through Texas Department of Information Resources Contract No. DIR-TSO-4167, and approve a three-year license agreement between the City of Brenham and DataVox, Inc. for Cisco Collaboration Flex Plan in the amount of \$13,725.00 per year through The Interlocal Purchasing System (TIPS) Contract No. 230105 and authorize the Mayor to execute any necessary documentation.



6650 W. Sam Houston Pkwy S, Houston, TX 77072

t. (713)881-5300 www.datavox.net



Quote # DVXQ27109-07

Date Nov 25, 2024

Expiration 30 Days

Prepared for:

City of Brenham

200 W. Vulcan, Brenham
Brenham, 77834
USA

Rolando Arroyo

Email rarroyo@cityofbrenham.org

Phone 979-337-7200

Customer ID #

Project #

Ship to Information:

City of Brenham

200 W. Vulcan, Brenham
Brenham, 77834
USA

attn: Rolando Arroyo

Here is the quote you requested.

DataVox Contact:

Account Manager: Agustin Zentay

Phone 713-881-7159

Email agustinz@datavox.net

Prepared by: Brett Hodgden

Phone 713-881-7443

Email breth@datavox.net

IMPORTANT: PURCHASE ORDER ROUTING INFORMATION

1. You must be a TIPS member to receive the benefits of using the TIPS purchasing contract. To register to become a member go to <https://www.tips-usa.com/texasentities.cfm>
2. Your PO must be payable to DataVox and reference TIPS contract number **230105**
3. You must email your PO and the DataVox quote as a PDF file to **TIPSP0@TIPS-USA.COM**

DO NOT SEND YOUR PO DIRECTLY TO DATAVOX

4. TIPS will process your order within 24 hours. Once approved, the following will happen:
 - 1) An email is sent to you with a link to download an order confirmation letter. This is another form of compliance that TIPS prepares for its members.
 - 2) An email is sent to the DataVox PO contact to download the PO and process the order.

Cisco UC Upgrade - 3 YR Term - Annual Billing

Part #	Description	Service	Qty	Unit Price	Ext. Price
Collaboration Flex Plan (3 Year Term - Paid Annually)					
<i>Annual Commitment</i>					
A-FLEX-3	Collaboration Flex Plan 3.0	---	1	\$0.00	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	---	350	\$0.00	\$0.00
A-FLEX-EAPL	EntW On-Premises Calling	---	250	\$54.90	\$13,725.00
<i>Miscellaneous</i>					
A-FLEX-SME-S	Session Manager (1)	---	1	\$0.00	\$0.00
A-FLEX-SRST-E	SRST Endpoints (1)	---	500	\$0.00	\$0.00

Part #	Description	Service	Qty	Unit Price	Ext. Price
A-FLEX-P-EA	On-Premises Smart License - EA (1)	---	300	\$0.00	\$0.00
A-FLEX-P-ACC	Access Smart License (1)	---	50	\$0.00	\$0.00
A-FLEX-P-CA	Common Area Smart License (1)	---	125	\$0.00	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License (1)	---	300	\$0.00	\$0.00
A-FLEX-P-ER	Emergency Responder Smart License (1)	---	750	\$0.00	\$0.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	---	1	\$0.00	\$0.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	---	300	\$0.00	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	---	300	\$0.00	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	---	6,000	\$0.00	\$0.00
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	---	300	\$0.00	\$0.00
A-FLEX-EXP-RMS-S	Expressway Rich Media Session included with Flex (1)	---	50	\$0.00	\$0.00
A-FLEX-SW-15-K9	On-Premises SW Bundle v15	---	1	\$0.00	\$0.00
A-SW-EXPWY-15X-K9	Expressway Version 15 Restricted Software	---	1	\$0.00	\$0.00
				SubTotal	\$13,725.00
SHIP-STD-ESTIMATE	Standard ground shipping estimate. The customer will be billed for actual shipping charges if they are greater than the estimate provided.		1	\$0.00	\$0.00

Recurring Amounts:

\$13725.00 Billed Annually

SubTotal	\$13,725.00
Tax	\$0.00
Total	\$13,725.00

Purchase Options

[] Terms Purchase (purchase amount \$13,725.00), [plus \$13,725.00 annually]

Purchase Notes

- A 15% restocking fee will be applied to all returned equipment. Custom built designs and configurations may not be returnable. Software licensing is not returnable.



Cisco Collaboration Flex Plan Contract

Contract Term and Termination

The term of this Cisco Collaboration Flex Plan Contract ("Agreement") is 36 months. The billing for this Agreement will be Annual.

Customer may not terminate this Agreement for convenience.

Application of Credits During Renewal Periods

If applicable, any Transfer Credits or Competitive Credits that were applied during the original term of this Agreement shall be applied to any automatic renewal periods.

If Customer declines to participate in any automatic renewal periods, the applicable Transfer or Competitive credits, if any, will not be carried forward on any future renewal periods.

If applicable, the SWSS Residual Credits will not apply to any future renewal periods.

Terms and Conditions

In addition to the *DataVox Standard Terms and Conditions* found at <https://www.datavox.net/terms-and-conditions/>, the following Cisco terms and conditions apply to this Agreement:

Cisco Cloud and Software Terms and Conditions:

<https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>



Cisco Collaboration Flex Plan Contract

Additional Documentation

Customer must accurately complete a *Cisco End User Information Form (EUIF)*, to be provided by DataVox, and shall return the executed form to DataVox upon execution of a Purchase Order or DataVox Proposal, whichever is sooner.

Approval Signature

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Contract to be duly executed

DataVox, Inc.

City of Brenham ("Customer")

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City Council Regular Meeting **AGENDA ITEM 5**

Agenda Item: **Public Hearing to Consider the Re-Adoption of Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham**

Meeting Date: December 19, 2024

Department: Economic and Community Development

Staff Contact: Teresa Rosales, Director of Community & Economic Development

SUMMARY STATEMENT:

The Joint Compliance Committee for Tax Phase-In convened on June 25, 2024 to review potential modifications to the existing City of Brenham Tax Phase-In Policy adopted on May 4, 2023. The policy was reviewed and the committee provided suggested changes. Texas State Law requires that a public hearing be held on the proposed re-authorization of this policy.

ATTACHMENTS:

1. Redlined - 2024 Tax Phase-In Policy

RECOMMENDATION:

Public hearing only - no action taken.

CITY OF BRENHAM

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

Policy Adoption Date: ~~May~~ December 4th, 2023~~4~~

I. PURPOSE

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

II. DEFINITION OF TAX PHASE-IN INCENTIVE

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

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

III. GUIDELINES AND CRITERIA

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

- (a) Be a facility used or to be used by a Primary Jobs Employer according to Exhibit A (except for a location in the Downtown Zone).
- (b) The project must add new value to the tax roll of eligible property: a minimum of \$2,530,000 for an existing local business or a new business for a business new to Brenham or \$150,000 for an existing local business. For development in the Downtown Zone, a National Register Historic District, the added value must be a minimum of \$507,500. This is to help maintain the economic viability of the central business district.
- (c) The applicant must maintain or create within the first year and throughout the Tax Phase- In incentive period a minimum of ten (10) jobs at an average salary of \$36,440/year or higher, including any benefits (there are no job or salary requirements in except for a location in the Downtown Zone).

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

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

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

The revitalization of a depressed area;

The business opportunities of existing local businesses;

The alternative development possibilities for proposed site;

The impact on other taxing entities;

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

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

IV. TAX PHASE-IN INCENTIVE AUTHORIZED

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

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

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

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

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

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

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

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

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

V. APPLICATION PROCESS

- (a) Any present or potential owner of taxable property in the City of Brenham may request the creation of a Reinvestment Zone and Tax Phase-In incentive by filing written request with the City Manager.
- (b) The application shall consist of a completed application form accompanied by:
 - (1) A general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken;
 - (2) A descriptive list of the improvements which will be a part of the facility;
 - (3) A map and property description or a site plan, including a legal description of the area proposed for designation as a Reinvestment Zone, as applicable.
 - (4) A time schedule for undertaking and completing the planned improvements;
 - (5) In the case of modernizing or replacing existing facilities, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application;
 - (6) The application form may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors of the applicant;
 - (7) A schedule reflecting the proposed amount of abated taxes for which the applicant seeks, as well as the anticipated taxes to be paid by the applicant which will not be subject to the Tax Phase-In incentive; and
 - ~~(8)~~ A schedule of the proposed job creation or retention, including details of job type(s), wages and benefits, and the timing of creation of any job within the phase-in period.
 - ~~(8)(9)~~ An application fee of \$300. The application fee will be fully refundable if the applicant does not qualify for the Tax Phase-In incentive. There will be no application fee required for properties located in the Downtown Zone.
- (c) Upon receipt of a completed application, the City Manager shall notify the Mayor and City Council. Before acting upon the application, the City may conduct an Economic Impact Study. Following this step, the City shall afford the applicant and any other interested persons the opportunity to speak and present evidence for or against the designation of the area as a Reinvestment Zone for the purpose of the Tax Phase-In incentive during a public hearing. Notice of the public hearing shall be clearly identified on an agenda of the City to be posted as required by law. At least seven (7) days before the date of the hearing, notice of the hearing must be 1) published in a newspaper having general circulation in the City; and 2) delivered in writing to the presiding officer of the governing body of each taxing entity having in its boundaries real property that is to be included in the proposed Reinvestment Zone.
- (d) The City shall approve or disapprove the application for designation of an area as a Reinvestment Zone for Tax Phase-In incentive within ninety (90) days after receipt of the application. The ~~presiding officer of the legislative body~~ Mayor of the City shall notify the applicant of the approval or disapproval promptly thereafter.

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

VI. PUBLIC HEARING

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

VII. AGREEMENT

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

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

VIII. ADMINISTRATION

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

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

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

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

Compliance will be monitored in the following manner:

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

IX. DEFAULT

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

In the event that the company or individual:

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

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

X. ASSIGNMENT

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

XI. SUNSET PROVISION

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

XII. SEVERABILITY AND LIMITATIONS

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

XIII. VARIANCE

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

GLOSSARY

- (a) "City" means the City of Brenham, Texas that levies ad valorem taxes upon and/or provides services to property located within the City limits.
- ~~(a)~~(b) "Abatement" means reducing or nullifying a portion of ad valorem taxes.
- ~~(b)~~(c) "Agreement" means a contractual agreement between a property owner and/or lessee and the City for the purpose of the Tax Phase-In incentive.
- ~~(c)~~(d) "Base year employment" means the average number of employees for each quarter at an existing local business of the year prior to the execution of the agreement.
- ~~(d)~~(e) "Base year value" means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the filing of an application for the Tax Phase-In incentive.
- ~~(e)~~(f) "Committee" means the Compliance Review Committee, consisting of representatives appointed by the City, County and Chief Appraiser's office to annually review documents verifying compliance of all projects receiving the Tax Phase-In incentive.
- ~~(f)~~(g) "Deferred maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- ~~(g)~~(h) "Existing Local Business" means a business that has been located in the City of Brenham and has paid property taxes for at least one full year prior to submitting any application for the property Tax Phase-In incentive.
- ~~(h)~~(i) "Expansion" means the addition of buildings, employees, structures, machinery or equipment for purposes of increasing production capacity.
- ~~(i)~~(j) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- ~~(j)~~(k) "Job(s)" shall represent a newly created or a retained employment position on a full-time permanent basis at an average base salary of \$3644,000 or higher, including any benefits, whether hired directly or leased through an employee leasing service.
- ~~(k)~~(l) "Modernization" means the upgrading and or replacement of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.
- ~~(l)~~(m) "New Facility" means improvements to real estate previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- ~~(m)~~(n) "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

EXHIBIT A
PRIMARY JOBS EMPLOYER DEFINITION

Sec. III (a)

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

"Primary job" means a job that is:

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

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

EXHIBIT B TAX PHASE-IN INCENTIVE SCHEDULES

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

TABLE 1 (earns 50% of incentive)

~~1A~~ - Property Improvements by an Existing Local or New Business

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

~~1B~~ - Property Improvements by a New Business

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

TABLE 2 (earns 50% of incentive)

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

Level	The number of new and/or retained full-time employees with an average salary level of \$ 36 44 ,000+/year including benefits averaged during the twelve calendar months prior to the tax assessment date of January 1:		Percent of property tax to be abated each year							
	From	To	1	2	3	4	5	6	7	8
1	10	19	45	40	30	20	0	0	0	0
2	20	29	45	45	40	30	20	0	0	0
3	30	39	45	45	45	40	30	20	0	0
4	40	49	45	45	45	45	40	30	20	0
5	50 and more		45	45	45	45	45	40	30	20

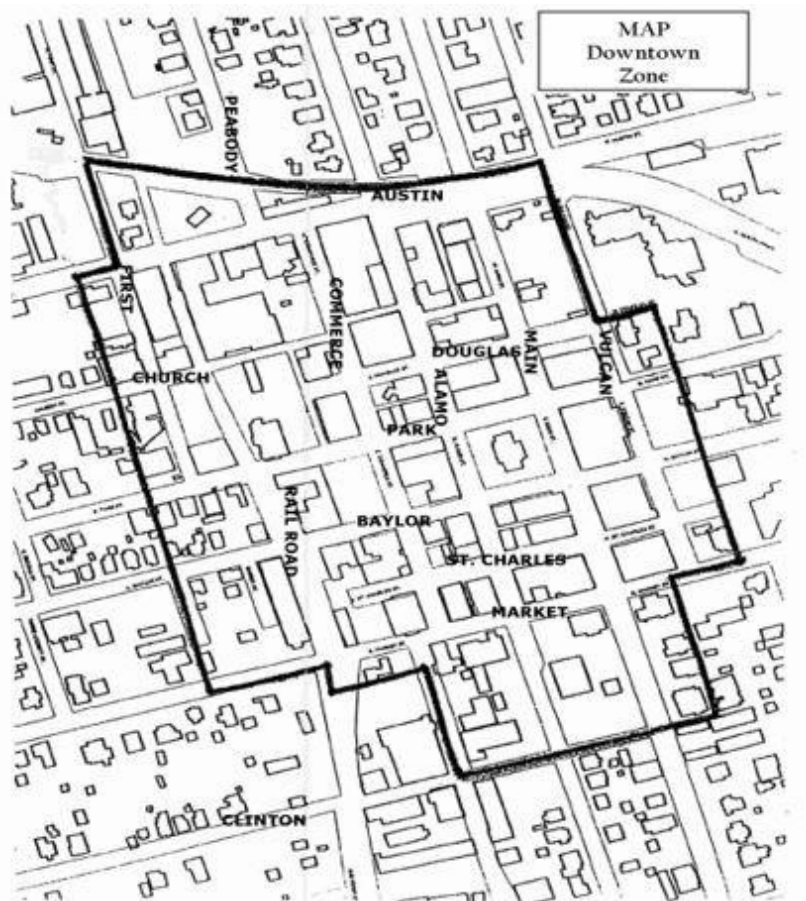
TABLE 3 Downtown Zone

Amount of valuation of
downtown reinvestment
determined by tax appraisal:

Percent of property tax to be abated each year

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

EXHIBIT C
MAP OF DOWNTOWN ZONE





City Council Regular Meeting
AGENDA ITEM 6

Agenda Item: Discuss and Possibly Act Upon Resolution No. 24-026 Re-Adopting the Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham

Meeting Date: December 19, 2024

Department: Economic and Community Development

Staff Contact: Teresa Rosales, Director of Community & Economic Development

SUMMARY STATEMENT:

This resolution is to propose a re-authorization of the City of Brenham Tax Phase-In Policy with modifications. A modified version of the policy is attached for review and consideration.

ATTACHMENTS:

1. R-24-026 - Tax Phase-In Policy
2. 2024 Tax Phase-In Policy & Exhibits

RECOMMENDATION:

Approve Resolution No. 24-026 Re-Adopting the guidelines and criteria for granting tax phase-in in a reinvestment zone created in the City of Brenham.

RESOLUTION NO. R-24-026

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS RE-ADOPTING THE GUIDELINES AND CRITERIA FOR GRANTING TAX PHASE-IN IN A REINVESTMENT ZONE CREATED IN THE CITY OF BRENHAM

WHEREAS, the creation and retention of job opportunities that bring new wealth to the community is a high civic priority; and

WHEREAS, new jobs and investment will benefit the area economy, provide needed opportunities, strengthen the real estate market and generate tax revenue to support local services, and

WHEREAS, the communities with the City of Brenham must compete with other localities across the nation currently offering tax inducements to attract new commercial enterprises and modernization projects for existing businesses; and

WHEREAS, any tax incentives offered in the City of Brenham would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community, and

WHEREAS, any tax incentives should not affect the competitive position of existing companies operating in the City of Brenham; and

WHEREAS, the abatement of property taxes, when offered to attract primary jobs in industries which bring in money from outside a community instead of merely re-circulating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area economy; and

WHEREAS, effective September 1, 1987, Texas law requires an eligible taxing jurisdiction to establish guidelines and criteria as to eligibility for tax abatement agreements prior to granting of any future tax abatement, said guidelines and criteria to be unchanged for a two-year period unless amended by a three-fourths vote of the participating governing body; and

WHEREAS, on February 20, 1992 City Council adopted by resolution a policy for the creation of tax abatement zones in the City of Brenham; and

WHEREAS, on May 5, 2023, City Council passed Resolution No. R-23-015 re-adopting guidelines and criteria for granting tax abatement in a reinvestment zone created in the city; and

WHEREAS, the City Council has since reviewed said guidelines and criteria and recommends that changes be made to the guidelines and criteria for granting tax abatement in a reinvestment zone; and

WHEREAS, these guidelines and criteria shall not be construed as implying or suggesting that the City of Brenham is under any obligation to provide tax abatement or other incentive to any applicant and all applicants shall be considered on a case-by-case basis;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brenham does hereby re-adopt the attached guidelines and criteria for granting tax abatement in reinvestment zones in the City of Brenham styled as “Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises,” as amended and incorporated herein by reference and effective December 19, 2024.

APPROVED this the _____ day of _____, 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

CITY OF BRENHAM

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

Policy Adoption Date: December 19, 2024

I. PURPOSE

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

II. DEFINITION OF TAX PHASE-IN INCENTIVE

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

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

III. GUIDELINES AND CRITERIA

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

- (a) Be a facility used or to be used by a Primary Jobs Employer according to Exhibit A (except for a location in the Downtown Zone).
- (b) The project must add new value to the tax roll of eligible property: a minimum of \$2,500,000 for an existing local business or a new business. For development in the Downtown Zone, a National Register Historic District, the added value must be a minimum of \$75,000. This is to help maintain the economic viability of the central business district.
- (c) The applicant must maintain or create within the first year and throughout the Tax Phase- In incentive period a minimum of ten (10) jobs at an average salary of \$44,000/year or higher, including any benefits (there are no job or salary requirements in the Downtown Zone).

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

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

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

The revitalization of a depressed area;

The business opportunities of existing local businesses;

The alternative development possibilities for proposed site;

The impact on other taxing entities;

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

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

IV. TAX PHASE-IN INCENTIVE AUTHORIZED

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

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

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

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

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

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

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

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

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

V. APPLICATION PROCESS

- (a) Any present or potential owner of taxable property in the City of Brenham may request the creation of a Reinvestment Zone and Tax Phase-In incentive by filing written request with the City Manager.
- (b) The application shall consist of a completed application form accompanied by:
 - (1) A general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken;
 - (2) A descriptive list of the improvements which will be a part of the facility;
 - (3) A map and property description or a site plan, including a legal description of the area proposed for designation as a Reinvestment Zone, as applicable.
 - (4) A time schedule for undertaking and completing the planned improvements;
 - (5) In the case of modernizing or replacing existing facilities, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application;
 - (6) The application form may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors of the applicant;
 - (7) A schedule reflecting the proposed amount of abated taxes for which the applicant seeks, as well as the anticipated taxes to be paid by the applicant which will not be subject to the Tax Phase-In incentive; and
 - (8) A schedule of the proposed job creation or retention, including details of job type(s), wages and benefits, and the timing of creation of any job within the phase-in period.
 - (9) An application fee of \$300. The application fee will be fully refundable if the applicant does not qualify for the Tax Phase-In incentive. There will be no application fee required for properties located in the Downtown Zone.
- (c) Upon receipt of a completed application, the City Manager shall notify the Mayor and City Council. Before acting upon the application, the City may conduct an Economic Impact Study. Following this step, the City shall afford the applicant and any other interested persons the opportunity to speak and present evidence for or against the designation of the area as a Reinvestment Zone for the purpose of the Tax Phase-In incentive during a public hearing. Notice of the public hearing shall be clearly identified on an agenda of the City to be posted as required by law. At least seven (7) days before the date of the hearing, notice of the hearing must be 1) published in a newspaper having general circulation in the City; and 2) delivered in writing to the presiding officer of the governing body of each taxing entity having in its boundaries real property that is to be included in the proposed Reinvestment Zone.
- (d) The City shall approve or disapprove the application for designation of an area as a Reinvestment Zone for Tax Phase-In incentive within ninety (90) days after receipt of the application. The Mayor of the City shall notify the applicant of the approval or disapproval promptly thereafter.

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

VI. PUBLIC HEARING

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

VII. AGREEMENT

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

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

VIII. ADMINISTRATION

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

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

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

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

Compliance will be monitored in the following manner:

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

IX. DEFAULT

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

In the event that the company or individual:

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

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

X. ASSIGNMENT

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

XI. SUNSET PROVISION

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

XII. SEVERABILITY AND LIMITATIONS

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

XIII. VARIANCE

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

GLOSSARY

- (a) "City" means the City of Brenham, Texas that levies ad valorem taxes upon and/or provides services to property located within the City limits.
- (b) "Abatement" means reducing or nullifying a portion of ad valorem taxes.
- (c) "Agreement" means a contractual agreement between a property owner and/or lessee and the City for the purpose of the Tax Phase-In incentive.
- (d) "Base year employment" means the average number of employees for each quarter at an existing local business of the year prior to the execution of the agreement.
- (e) "Base year value" means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the filing of an application for the Tax Phase-In incentive.
- (f) "Committee" means the Compliance Review Committee, consisting of representatives appointed by the City, County and Chief Appraiser's office to annually review documents verifying compliance of all projects receiving the Tax Phase-In incentive.
- (g) "Deferred maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- (h) "Existing Local Business" means a business that has been located in the City of Brenham and has paid property taxes for at least one full year prior to submitting any application for the property Tax Phase-In incentive.
- (i) "Expansion" means the addition of buildings, employees, structures, machinery or equipment for purposes of increasing production capacity.
- (j) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- (k) "Job(s)" shall represent a newly created or a retained employment position on a full-time permanent basis at an average base salary of \$44,000 or higher, including any benefits, whether hired directly or leased through an employee leasing service.
- (l) "Modernization" means the upgrading and or replacement of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.
- (m) "New Facility" means improvements to real estate previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (n) "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

EXHIBIT A
PRIMARY JOBS EMPLOYER DEFINITION

Sec. III (a)

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

"Primary job" means a job that is:

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

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

EXHIBIT B TAX PHASE-IN INCENTIVE SCHEDULES

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

TABLE 1 (earns 50% of incentive)

Property Improvements by an Existing Local or New Business

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

TABLE 2 (earns 50% of incentive)

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

Level	The number of new and/or retained full-time employees with an average salary level of \$44,000+/year including benefits averaged during the twelve calendar months prior to the tax assessment date of January 1:		Percent of property tax to be abated each year							
	From	To	1	2	3	4	5	6	7	8
1	10	19	45	40	30	20	0	0	0	0
2	20	29	45	45	40	30	20	0	0	0
3	30	39	45	45	45	40	30	20	0	0
4	40	49	45	45	45	45	40	30	20	0
5	50 and more		45	45	45	45	45	40	30	20

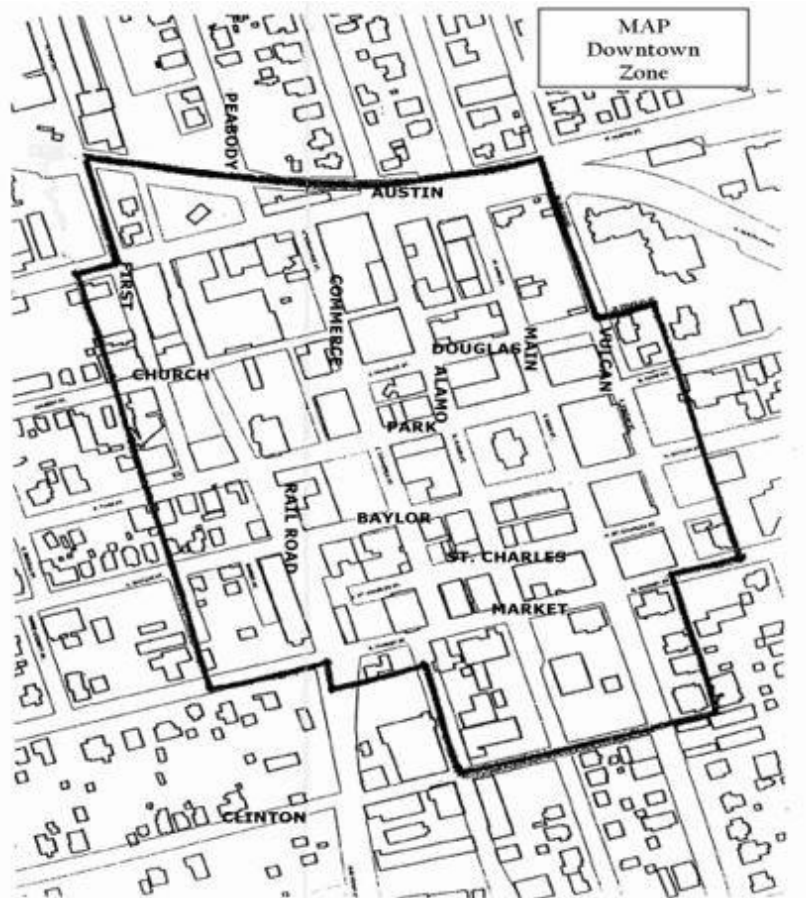
TABLE 3 Downtown Zone

Amount of valuation of
downtown reinvestment
determined by tax appraisal:

Percent of property tax to be abated each year

Valuation	1	2	3	4	5	6	7	8
\$ 75,000 to \$150,000	90	90	90	60	40	20	0	0
\$150,001 to \$250,000	90	90	90	90	60	40	20	0
\$250,001 and beyond	90	90	90	90	90	60	40	20

EXHIBIT C
MAP OF DOWNTOWN ZONE





City Council Regular Meeting **AGENDA ITEM 7**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-24-027 Adopting a New Fee Schedule for the City of Brenham Parks and Recreation Department

Meeting Date: December 19, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

Each year we look at rates associated with our Parks and Rec Division as it relates to the Blue Bell Aquatic Center, athletic fields and rental facilities. Last year we raised the rates at the Aquatic Center as well as a slight increase in the rental facilities and athletic fields. We also established new rates for the turf fields.

This year there was only one new rate added, which was the \$20- "Adult Extended League Soccer Fee Per Player". This was approved by the Parks Board on December 10th and was established due to the creation of an Adult Soccer League. The league has an extended season that runs from January-November which doubles the rate of our youth league fees of \$10, in which they have a much shorter season.

We are excited to have an adult soccer league that will use Hohlt Park and then move over to Jackson St Park in the Fall. This league had a trial run this Fall, and it turned out great and gave young adults an opportunity to play soccer when they were aged out by youth soccer and also gave opportunity to have older adults participate in an organized league in which all requirements were met regarding insurance, league fees and overall organization.

We ask that Council approves the 2025 Parks and Rec Fee Schedule with this one addition.

ATTACHMENTS:

1. R-24-027 - Parks and Rec Fee Schedule
2. Exhibit A - Parks and Recreation Fee Schedule

RECOMMENDATION:

Approve Resolution No. R-24-027 adopting a new fee schedule for the City of Brenham Parks and Recreation Department.

RESOLUTION NO. R-24-027

A RESOLUTUION OF THE CITY OF BRENHAM, TEXAS ADOPTING A NEW FEE SCHEDULE FOR THE CITY OF BRENHAM'S PARKS AND RECREATION

WHEREAS, Chapter 19, Parks and Recreation, of the Code of Ordinances authorizes the City Council to adopt fees for all parks and recreation activities; and

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

The City Council hereby adopts the 2025 Parks and Recreation Fee Schedule, to be effective January 1, 2025 and attached hereto as Exhibit A fee schedule for park facilities and recreation programs.

PASSED and **APPROVED** on the 19th day of December 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A

2025 Parks and Recreation Fee Schedule

Facility Rentals

	Half Day	Whole Day
All Sports Building		\$250
Fireman's Kitchen	\$150	\$200
Add Finke Pavilion		\$350
Fireman's Rock Room	\$75	\$150
Henderson Kitchen	\$75	\$150
Jackson Street Kitchen	\$75	\$150
Amphitheatre	\$150	\$200

Half days are 7am - 2pm or 3pm - 10pm

Whole days are 7am - 10pm

All rentals require a \$100 deposit

Carousel \$1/ride or \$40 min/hour

Field Rentals

Tournament Reservations	Rate
Baseball/Softball Field per Day	\$150
Baseball/Softball TURF Field per Day	\$250
Schulte Baseball Field per Day	\$250
Henderson Baseball Field per day	\$250
Fireman's Baseball Field per day	\$300
Additional Field Prep per Game	\$35
Multi-use Field per Day	\$100
Rankin Field per Day	\$300
Pickleball Courts (6 complex)	\$300
Disc Golf (18 Hole complex)	\$300

Fields require a \$50 deposit per field

Insurance required for tournaments, league play, and select teams

Field Reservations - recreational use

Recreational use per day	\$75
Coaching Lessons per year	\$100
Local League fee per player	\$10
Adult Extended League Soccer Fee per player	\$20
Select Team per year	\$250

Blue Bell Aquatic Center

	Resident	Non-Resident
Daily Admission	\$5	\$10
Children 3 & under	\$3	\$5

	Resident	Non-Resident
Individual Monthly	\$35	\$50
Individual Annual	\$350	\$500
Individual Summer	\$100	\$150
Individual Aerobic Month	\$65	\$80
Seniors (55+) Month	\$25	\$35
Seniors (55+) Annual	\$250	\$350
Seniors (55+) Aerobic Month	\$55	\$65
Family Month	\$75	\$100
Family Annual	\$650	\$910
Family Summer	\$200	\$280

*Family (max 6): Family consists of two adults and children in the same house.

Private Party Rentals

	Resident	Non-Resident
Therapy	\$200	\$250
Competition	\$250	\$300
Outdoor Leisure	\$350	\$400

Regular Party Rentals

Spring/Fall (Comp Pool Only): Basic \$100
add-on inflatable package starting at \$75-\$150

Summer: Splash \$150

Packages Include: Admission for 8 people

6 tables & 16 Chairs (Pavilion has 8 Picnic Tables) 30 min of prep time. Extras:
Bring your own food: \$50; Extra time: \$60/3hrs; Extra Tables: \$5/table

Locker Rentals

	Large Locker	Medium Locker	Small Locker
Year	\$200	\$150	\$100
Semester	\$85	\$65	\$45
Month	\$20	\$15	\$10

Programs

	Resident	Non Resident
Aerobic Daily Drop In	\$10	\$15
Swim Lessons		
Spring & Fall	\$35	\$45
Summer	\$35	\$45
Water Babies		
Spring & Fall	\$35	\$45
Summer	\$35	\$45
Private Swim Lessons	\$70/4 lessons	\$100/4 lessons
Lifeguard Training	\$200	\$250
Lifeguard Instructor	\$250	\$300
Lifeguard Recertification	\$100	\$150
Athletic Programs	\$35	\$45
Splash Splash Spring Break	\$20	\$40
	/week	/week
Camp CASCADE	\$100	\$125
Junior Guard	\$100	\$125





City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Discuss and Possibly Act Upon a Utility Extension Agreement for Water, Wastewater, and Gas Services Between the City of Brenham and Texas Department of Transportation (TxDOT) for the Extension of Utility Services to 4350 TX-36, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: December 19, 2024

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

This Utility Extension Agreement is between the City of Brenham and TxDOT for the extension of City of Brenham Utilities (water, sewer, and natural gas) to TxDOT's proposed new area office, located at 4350 State Highway 36 South. Please note TxDOT's proposed new area office is located outside the city limits. Per the City of Brenham Code of Ordinance, any property located outside the city limits must acquire City Council approval for the extension of City utility services. The Code of Ordinance also states that the cost of the utility extensions will be at the expense of the property owner, to which TxDOT has agreed to pay.

The City of Brenham Public Utilities Department has worked with TxDOT to conduct hydraulic studies for both the water and sanitary sewer. The studies were based on peak flow calculations that were provided by TxDOT's civil engineer. Based upon the results of the hydraulic studies, it was determined the City of Brenham has sufficient capacity to serve both water and sanitary sewer to this development. For natural gas, the Public Utilities Department conducted a Gas Load Feasibility Analysis based on peak calculations that were provided by TxDOT's civil engineer. Based on the results of the Gas Load Feasibility Analysis, it was determined the City of Brenham has sufficient capacity to serve natural gas to this development.

Please note that the following items must be completed before the City of Brenham can accept ownership of the proposed utility extension infrastructure.

1. TxDOT must submit their civil plans to Development Services for review and approval. The civil plans must meet all City of Brenham and Texas Commission on Environmental Quality (TCEQ) design standards.
2. Approval of the City of Brenham's application for the amendment to the Certificate of Convenience and Necessity (CCN) by the Public Utility Commission of Texas (PUCT) for water. Currently TxDOT's proposed facility location is not within the City of Brenham's water Certificate of Convenience and Necessity (CCN) territory.

Public Utilities staff respectfully ask Council to approve the Utility Extension Agreement between the City of Brenham and TxDOT for the extension of City of Brenham utilities (water, sewer, and natural gas).

ATTACHMENTS:

1. Utility Service Extension Agreement
2. Exhibit A
3. Exhibit B

RECOMMENDATION:

Approve a Utility Extension Agreement for water, wastewater, and gas services between the City of Brenham and Texas Department of Transportation (TxDOT) for the extension of utility services to 4350 TX-36, Brenham, Texas and authorize the Mayor to execute any necessary documentation.

**UTILITY EXTENSION AGREEMENT
FOR WATER, WASTEWATER AND GAS SERVICES**

This Utility Extension Agreement for Water, Wastewater and Gas Services (hereinafter "Agreement") is entered into this 3rd day of December, 2024 by and between the **City of Brenham**, a Texas home-rule municipal corporation (hereinafter "CITY"), and the **Texas Department of Transportation**, an agency of the State of Texas (hereinafter "TXDOT").

WHEREAS, TXDOT owns and has developed property outside of the city limits of the City of Brenham, more particularly described as Brenham Area Engineering and Maintenance Facility (hereinafter "Property") which is located at 4350 TX-36, Brenham, Tx 77833 and TXDOT desires that the CITY extend water, wastewater and gas lines and related facilities for purposes of providing water, wastewater and gas services to the TXDOT Property, as further described on **Exhibit A**, attached hereto and incorporated herein for all purposes (hereinafter "Property"); and

WHEREAS, the TXDOT shall design, install and construct the water, wastewater and on-site gas system improvements as provided for in this Agreement and TXDOT shall pay all design, installation and construction costs associated with said water, wastewater and on-site gas line and associated facilities project as further described on **Exhibit A**, attached hereto and incorporated herein for all purposes (hereinafter "Project"); and

WHEREAS, the City shall design, install and construct the off-site gas line extension improvements as provided for in this Agreement, and TXDOT shall pay the City for all design, installation and construction costs associated with said off-site gas line extension improvements and associated facilities, as part of the Project as further described on **Exhibit A**; and

WHEREAS, the total estimated cost of the Project is \$8,323.14 and the TXDOT agrees to pay all such Project costs; and

WHEREAS, the CITY has reviewed the data, plans, specifications, drawings and cost estimates provided by TXDOT, and CITY and TXDOT desire to enter into this Agreement;

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

**I.
DEFINITIONS**

1.1 Approved Plans means the plans, specifications and drawings that meet the requirements of this Agreement, the City of Brenham Codes and Ordinances and any other applicable laws and regulations, and which have been submitted to, reviewed and approved by the City of Brenham Public Utilities Department.

1.2 CITY or Brenham means the City of Brenham, a Texas home rule municipal corporation located at 200 W. Vulcan, Brenham, Texas 77833.

1.3 Certificate of Acceptance: A certificate issued by the CITY stating that the construction of the Project conforms to the plans, specifications, drawings and standards

contained in or referred to in all applicable codes, ordinances, laws and regulations.

1.4 Effective Date. The date on which this Agreement is signed by the last party whose signing makes the Agreement fully executed.

1.5 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved by TXDOT, a Certificate of Completion and Acceptance have been issued for the Project and approved and accepted by the CITY, and TXDOT has fully performed any other requirements contained herein or as otherwise required by law.

1.6 TXDOT means the Texas Department of Transportation, an agency of the State of Texas, whose principal office is located at East 11th Street, Austin, TX, 78701

1.7 Property means the real property more particularly described as Brenham Area Engineering and Maintenance Facility which is located at 4350 TX-36, Brenham, Tx 77833 and to which TXDOT desires that the CITY provide water, wastewater, and gas utility services.

1.8 Project means the construction of the water, wastewater and gas line and facility improvements as described in **Exhibit B** attached hereto and incorporated herein for all purposes.

II. PAYMENT OF COSTS

TXDOT agrees to pay all costs, including but not limited to all design, installation and construction costs, to construct the Project as follows:

2.1 The estimated total cost of the Project is \$ 488,962.01, which includes \$ 285,352.00 for installation and construction and \$203,610.01 for engineering, surveying, and testing. TXDOT shall construct this Project in accordance with all applicable bidding and procurement laws.

2.2 TXDOT agrees that it will construct the Project improvements (except for the off-site gas line extension improvements and associated facilities to be constructed by the City) in accordance with the plans, drawings and specifications approved by the CITY and TXDOT in the design phase of the Project. The parties hereto understand and agree that the actual costs related to the Project may change during the Project due to unforeseen circumstances, and are subject to any change orders approved by the CITY and TXDOT.

2.3 TXDOT shall reimburse the CITY for all costs incurred by the CITY associated with the design, installation and construction of the Project, and said amounts must be paid by the TXDOT as the Project progresses. CITY shall submit invoices to TXDOT monthly, and said amounts must be paid to the CITY by TXDOT within thirty (30) days of TXDOT's receipt of said invoices. CITY shall not provide water, wastewater or gas utility services to TXDOT utilizing the improvements constructed pursuant to this Agreement until all amounts due to the CITY under this Agreement have been paid by TXDOT.

2.4 TXDOT and CITY acknowledge and agree that the improvements and facilities constructed pursuant to this Agreement shall be part of the CITY's utility system upon and after the CITY's acceptance of said improvements. CITY shall be the owner of said Project improvements upon

TXDOT's dedication and conveyance of said improvements to the CITY. TXDOT is further required to provide all necessary licenses and easements as may be required by the CITY to complete the Project contemplated under this Agreement, at no cost to the CITY.

2.6 Reports, books and other records. TXDOT shall make its reports, books, records, plans, drawings and specifications related to the Project available for inspection by CITY upon request. The submission of these reports and information shall be the responsibility of TXDOT and shall be certified by TXDOT's staff at TXDOT's expense.

III. GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE

3.1 TXDOT AND CITY ARE POLITICAL SUBDIVISIONS OF THE STATE AND ENJOY GOVERNMENTAL IMMUNITY. BY ENTERING INTO THIS AGREEMENT, NEITHER TXDOT NOR CITY CONSENTS TO SUIT, WAIVE ITS GOVERNMENTAL IMMUNITY, OR THE LIMITATIONS AS TO DAMAGES UNDER THE TEXAS TORT CLAIMS ACT OR ANY OTHER APPLICABLE LAW.

3.2 TO THE EXTENT ALLOWED BY LAW, TXDOT AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, EXPERT FEES AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, OR FOR BREACH OF CONTRACT, ARISING OUT OF OR IN CONNECTION WITH ANY ACT, OMISSION OR WILLFUL MISCONDUCT BY TXDOT.

IV. PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. The CITY representatives may inspect the improvements for compliance with the Approved Plans at any reasonable times during installation and construction and will issue Certificate of Acceptance and Completion if the work performed and materials furnished hereunder are in strict accordance with the Approved Plans and this Agreement.

4.2 Independent Contractor. TXDOT shall be solely responsible for selecting, supervising, and paying TXDOT employees, construction contractor(s) or subcontractors and for complying with all applicable laws, including but not limited to all requirements concerning workers compensation and construction retainage, associated with this Project.

4.3 Payment for materials and labor. TXDOT is solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, materialmen and/or suppliers for the work necessary to complete this Project.

4.4 Performance Bond. TXDOT shall execute a performance and payment bond for the construction of the Project improvements.

4.5 This Agreement does not alter, amend modify or replace any other requirements contained in the City of Brenham Code of Ordinances, or other applicable law.

V. GENERAL PROVISIONS

5.1 Contract Period. This Agreement shall remain in full force and effect until all work authorized under this Agreement has been completed and accepted by all parties or unless terminated as provided herein.

5.2 Modification. No modification of this Agreement shall be made unless mutually agreed upon by the parties in writing.

5.3 Severability. In the event that any term or clause of this Agreement conflicts with applicable law, the conflicting term shall be severed from the Agreement and such conflict shall not affect the other terms and conditions of this Agreement.

5.4 Costs and Attorney's Fees. In the event that litigation over this Agreement results between the parties hereto, the prevailing party shall be awarded, in addition to other damages allowed by law, its reasonable attorney's fees and costs incurred in pursuing such litigation.

5.5 Default. The failure to meet any of the terms or conditions of this Agreement shall constitute a material default of the Agreement. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the 30-day period, the commencement of the cure within the 30-day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

5.6 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Exclusive venue will be in a court of appropriate jurisdiction in Washington County, Texas.

5.7 No Third Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

5.8 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure

continues, be deemed a waiver of that Party's right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

5.9 Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.

5.10 Exhibits, Headings, Construction and Counterparts. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

5.11 Authority for Execution. The CITY certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with CITY ordinances and other applicable legal requirements. TXDOT certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with all applicable legal requirements.

This Agreement is executed for the Executive Director and for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

5.12 Notices. Any notices under this Agreement may be sent by hand delivery, or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

City: City Manager
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

TXDOT:

Director of Maintenance
TXDOT - Bryan District
2591 North Earl Rudder Fwy.
Bryan, Texas 77803

Either CITY or TXDOT may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such change is effective. All notices under this Agreement will be deemed given on the earlier of the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

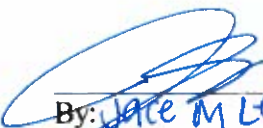
5.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by TXDOT without the prior written approval of CITY.

5.14 State Auditor's Provision. The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Executed this 3rd day of December, 2024

**TEXAS DEPARTMENT OF
TRANSPORTATION**

CITY OF BRENHAM, TEXAS

By:  Jace M. Lee, P.E.
Title: Director of Maintenance

Hon. Atwood C. Kenjura, Jr. Mayor

THE STATE OF TEXAS

ACKNOWLEDGEMENT

COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared ATWOOD C. KENJURA, Mayor of the City of Brenham, Texas, a Texas Home-rule Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____,
20__.

Notary Public in and for the State of Texas

THE STATE OF TEXAS

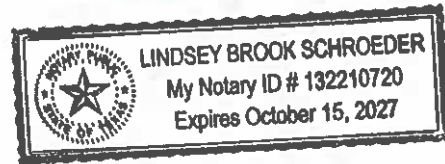
ACKNOWLEDGEMENT

COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Jace M. Lee, P.E., Director of Maintenance of the Texas Department of Transportation, an agency of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

20 24 Given under my hand and seal of office this the 3rd day of December,

Lindsey Schroeder
Notary Public in and for the State of Texas

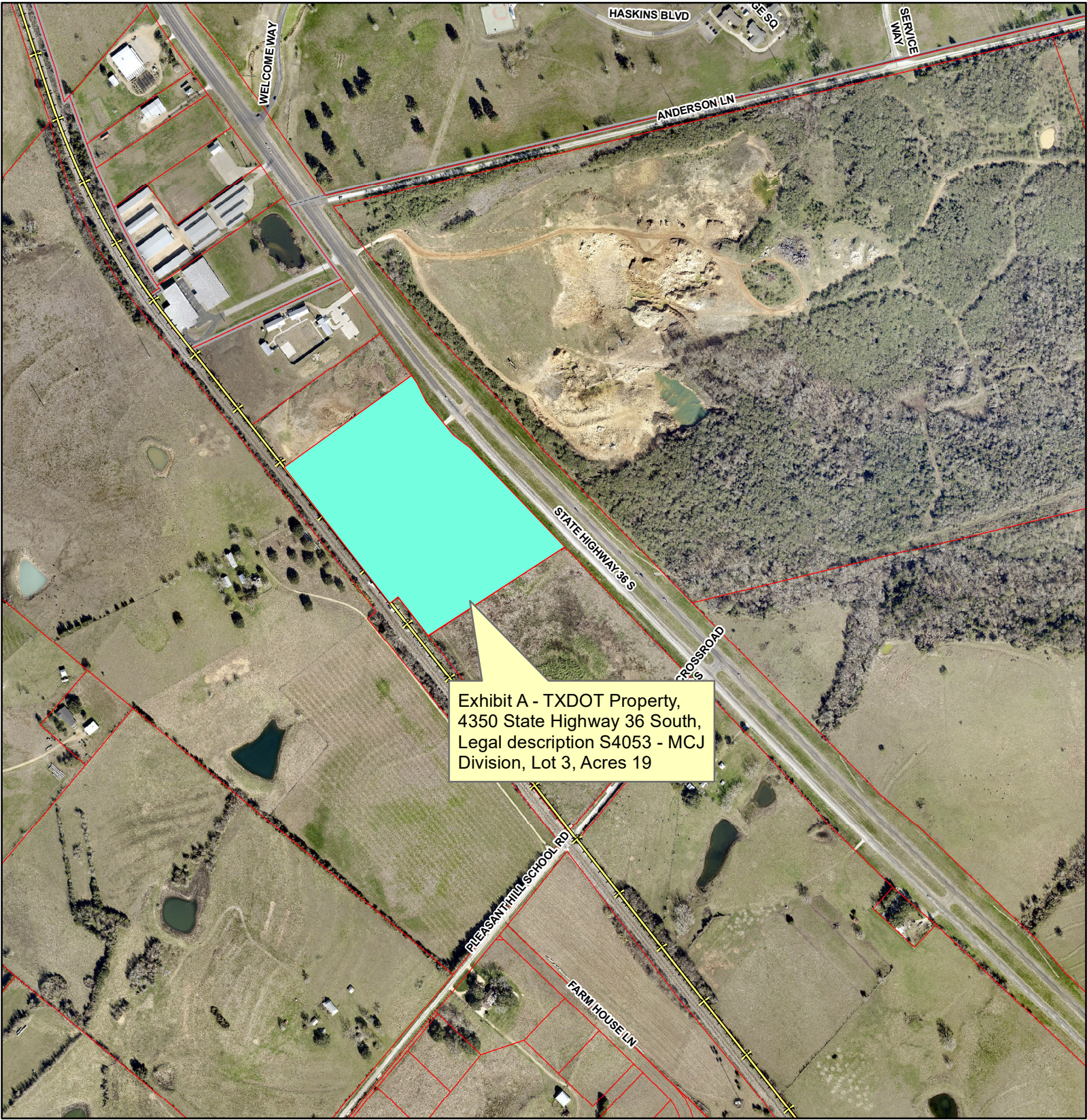




"EXHIBIT A - TXDOT PROPERTY"

1 inch = 629 feet





"EXHIBIT A - TXDOT PROPERTY"

1 inch = 629 feet

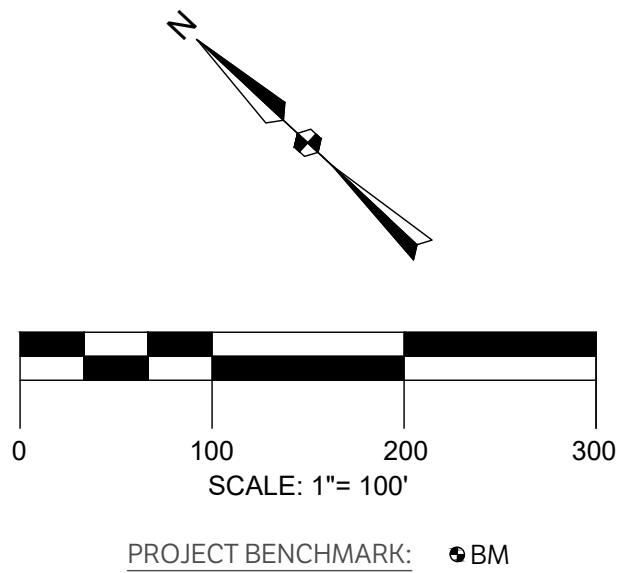


EXHIBIT B



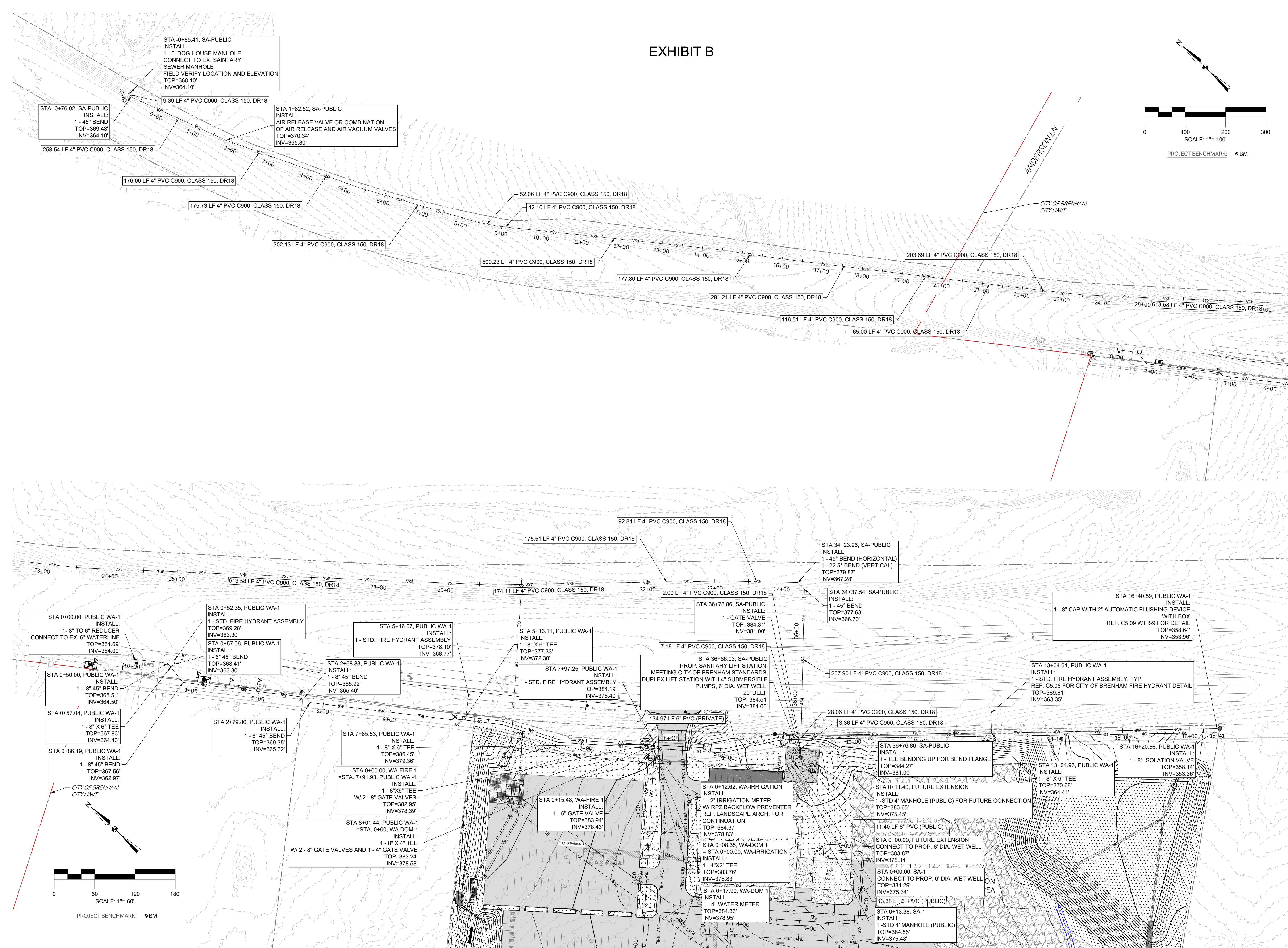
CIVIL | CMT | GEOTECHNICAL
LAND SURVEYING | STRUCTURAL

CORPORATE OFFICE
401 W 26TH STREET
BRYAN, TEXAS 77803
1-877-GESSNER (437-7637)
www.gessnerengineering.com
FIRM REGISTRATION NUMBERS:
TBPE F-7451, TBPLS F-10193910



LEGEND	
	PROPOSED 4" CONCRETE PAVEMENT
	PROPOSED 5" CONCRETE PAVEMENT
	PROPOSED 8" CONCRETE PAVEMENT
	PROPOSED 12" CONCRETE PAVEMENT
	PROPOSED 3" ASPHALT PAVEMENT
	PROPOSED BRICK PAVERS
	PROPOSED BUILDING
	PROPOSED HYDRO-SEEDING
	PROPOSED SOD PALLET
	EXISTING PAVEMENT EDGE
	PROPERTY LINE
	EXISTING EASEMENT
	PROPOSED EASEMENT
	EXISTING CONTOURS
	PROPOSED CONTOURS
	EX. PROP. STORM LINE
	EX. PROP. WATER LINE
	EX. PROP. SANITARY SEWER LINE
	EXISTING THERMALS
	PROPOSED THERMALS
	EX. PROP. GAS LINE
	EX. PROP. DATA/TELECOM
	EX. PROP. UNDERGROUND ELECTRIC
	EX. PROP. FIBER OPTIC
	EX. PROP. OVERHEAD ELECTRIC
	EX. PROP. FIRE HYDRANT
	EX. PROP. WATER METER
	EX. PROP. GATE VALVE
	EX. IRRIGATION CONTROL VALVE
	PROP. FIRE DEPARTMENT CONNECTION
	PROP. POST INDICATOR VALVE
	PROP. HOSE LAY
	EX. PROP. SANITARY SEWER MANHOLE
	EX. PROP. SANITARY SEWER CLEANOUT
	EX. STORM SEWER MANHOLE
	PROP. STORM SEWER CURB INLET
	EX. PROP. LIGHT POLE
	PROPOSED PUBLIC ACCESS EASEMENT
	PROPOSED UTILITY EASEMENT

PUBLIC UTILITY EXHIBIT





City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon the Award of ITB No. 25-004 for the Lease of Approximately 301.50 Acres for Hay Production and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: December 19, 2024

Department: Purchasing

Staff Contact: Kyle Branham, Purchasing/Public Works Project Manager

SUMMARY STATEMENT:

On December 4, 2024 the City opened bids for the lease of land for hay production at: (1) the old landfill property located at 2080 Old Navasota Road; (2) the Brenham Business Center; and (3) Southwest Industrial Park.

There were four (4) bids received ranging from a total annual amount of \$10,156.77 to \$2,636.92. After reviewing all bids, the highest bidder was deemed to be non-conforming; therefore, the highest bidder, Dustin Majewski, was deemed the new highest bid with submitted bid amounts of: (1) \$48.48 per acre for the old landfill property; (2) \$10.00 per acre for the Brenham Business Center; and (3) \$32.32 for the Southwest Industrial Park (SWIP). The total lease amount is \$9,678.73 per year.

In prior years, these leases were separated with BBC and SWIP together and the Old Land Fill on a separate lease. In order to simplify the agreements, staff decided to put these together and award to only one bidder. BCDC's revenue will be \$4,653.78 and the City's revenue portion will be \$5,024.95. The term of the lease for all locations is for five (5) years.

Mr. Majewski is the current leaseholder for BCDC hay production and has done a wonderful job keeping the areas in good shape.

ATTACHMENTS:

1. Bid Tabulation
2. BBC Map
3. Old Land Fill Map
4. SWIP Map

RECOMMENDATION:

Award ITB No. 25-004 for lease of approximately 301.50 acres of land for to Dustin Majewski as follows: \$48.48 per acre for the 103.65 acres located at 2080 Old Navasota Road; \$10.00 per acre for the 77.99 acres located in the Brenham Business Center; and \$32.32 per acre for 119.86 acres located in the Southwest Industrial Park and authorize the Mayor to execute any necessary documentation.



Lease of Land for Hay Production

25-004 Bid Tabulation

BIDDERS	Richard Kenjura Rec'd 12/4/24 10:43am SCH	Buddy Schulz Rec'd 12/4/24 10:15am KB	Carey Counsil Rec'd 12/4/24 1:45pm KB	Dustin Majewski 12/4/24 10:44 am KB
City of Brenham Landfill (103.65 acres)	N/A	\$46.85	\$36.6618	\$48.48
Total Annual Rent		\$4,825.55	\$3,800.00	\$5,024.95
Brenham Business Center (77.99 acres)	N/A	\$26.95	\$21.2271	10.00
Total Annual Rent		\$2,101.83	\$1,655.50	\$779.90
Southwest Industrial Park (119.86 acres)	\$22.00	\$26.95	\$21.2289	\$32.32
Total Annual Rent	\$2,636.92	\$3,230.22	\$2,544.50	\$3,873.88
Total Rent of All 3 Locations	\$2,636.92	\$10,156.77	\$8,000.00	\$9,678.73
		Non-conforming		



Brenham Business Center EXHIBIT "A"

This data is subject to change without notice.
The City of Brenham makes no claims, guarantees, or promises about the accuracy or completeness of this data. Represented boundaries are approximate and should not be used for exact measurement or legal documentation. Street name designations may be shown on the map for undeveloped and/or unpaved public right-of-ways.

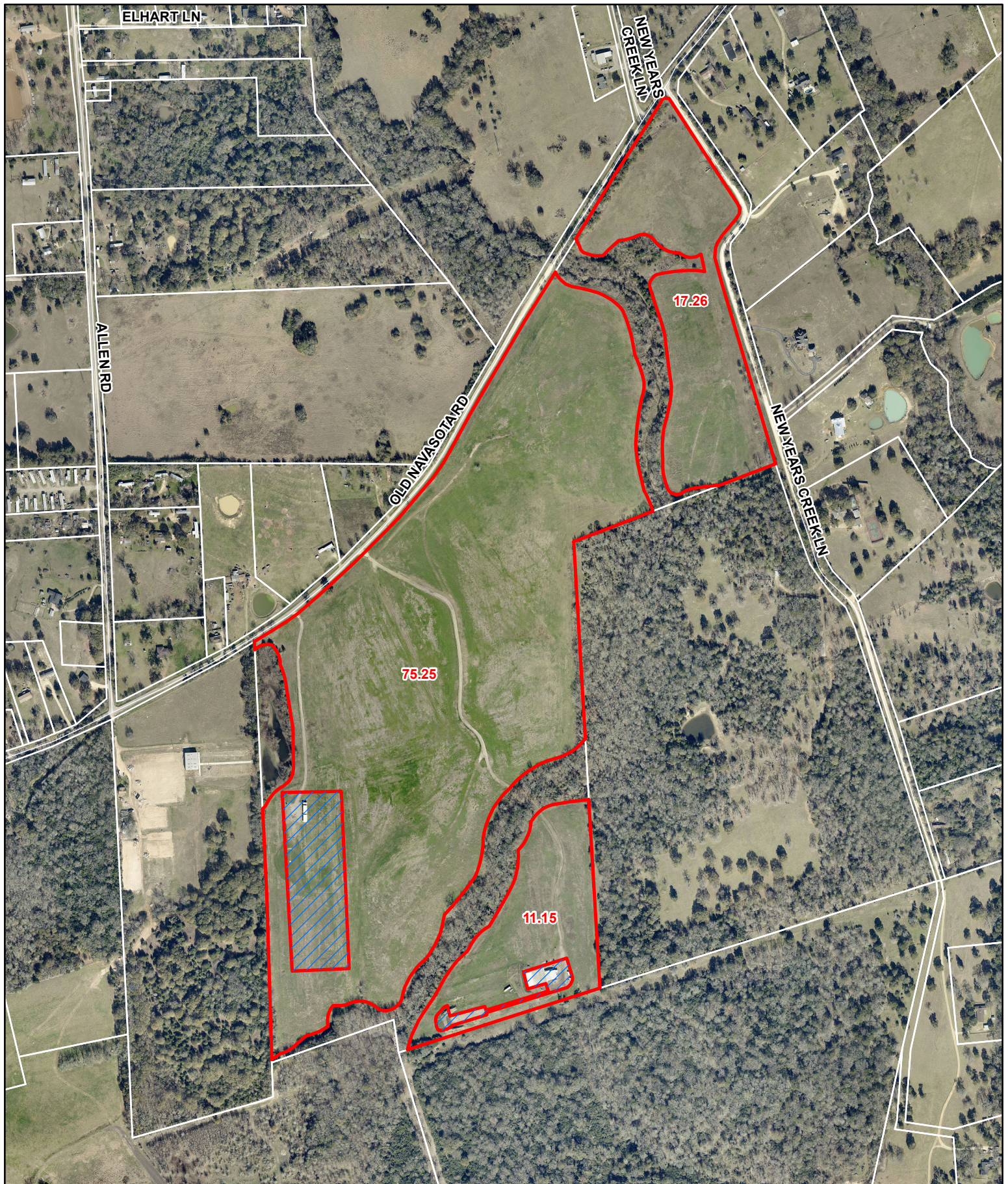
Hay Mowing 77.99ac



Date: 11/5/2024

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City of Brenham Landfill 103.65 ac EXHIBIT "A"

1 inch = 600 feet



-  Not Included In Lease
-  Landfill_Mowing





Southwest Industrial Park EXHIBIT "A"

This data is subject to change without notice. The City of Brenham makes no claims, guarantees, or promises about the accuracy or completeness of this data. Represented boundaries are approximate and should not be used for exact measurement or legal documentation. Street name designations may be shown on the map for undeveloped and/or unpaved public right-of ways.

 Hay Contract Mowing 119.86 Ac.



Date: 11/13/2024



City Council Regular Meeting **AGENDA ITEM 10**

Agenda Item: Discuss and Possibly Act Upon a Contract for Participation in the City of Brenham's Rotation Log for Non-Consent Tows and Authorize the City Manager to Execute Any Necessary Documentation

Meeting Date: December 19, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

As we move into 2025 and re-issue our contracts for the Non-Consent Tow rotations, we looked at some language changes along with one rate change. This will help the program, along with the non-consent tow companies, be more efficient and clear some things up. There are currently seven (7) participants in the non-consent tow program. We gave the tow companies the opportunity to suggest some changes that we would consider with the upcoming contracts. We received one company's recommendations back. Ken Holle, Washington County Constable, along with myself and JoAnne Hynes reviewed the suggested changes and settled on a few but not all.

The changes are marked in red on the attached document and have been reviewed by Cary Bovey. These changes will also mirror Washington County's contract so that we are consistent. The language changes consisted of describing the definition of "Department" in more detail, eliminating the need for quarterly reports since we have the ability to audit and receive contested invoices from these companies, adding/adjusting language to response times, increasing the rates charged for motor assist calls, and one other minor language change regarding the Police Department (PD).

The Non-Consent Tow Rotation has been going well, and we have not received any complaints from the end users and very few from the companies who are in our program. We do receive requests about looking into a "single user/single company" for our non-consent needs. We will look into this more in 2025 and bring this item to our subcommittee meetings.

As always, we will look into what is best for the community, PD, dispatch and our tow companies. We request Council approve the changes to the contract as presented so we can issue these in January.

ATTACHMENTS:

1. 2025 Non-Consent Tow Contract-Redlined

RECOMMENDATION:

Approve a contract for participation in the City of Brenham's Rotation Log for Non-Consent Tows and authorize the city manager to execute any Necessary documentation.

NON-CONSENT TOW CONTRACT FOR THE CITY OF BRENHAM

This Non-Consent Tow Contract for the City of Brenham, hereinafter referred to as "Contract," is entered into by and between the City of Brenham, a Texas home rule municipality situated in Washington County, Texas, hereinafter referred to as "CITY," and _____ (which shall include all owners, employees, agents and/or drivers), hereinafter referred to as "OPERATOR," upon the following terms and conditions performable in Washington County, Texas:

SECTION I. PURPOSE

The purpose of this Contract is to establish acceptable standards and criteria for the provision of Towing Services by OPERATOR participating on the CITY'S Rotation Logs; provided, however, nothing herein shall obligate the CITY to use OPERATOR on the Rotation Logs as the sole or exclusive means of providing Towing Services and the CITY reserves the right to control, independently of the provisions of this Contract, Towing Services for any particular situation it deems appropriate. Towing Services procured pursuant to the provisions of this Contract shall be administered by the Public Works Department through its representatives, who shall have authority to promulgate reasonable rules and regulations in furtherance and implementation of this Contract so long as they do not conflict with any provision hereof.

SECTION II. DEFINITIONS

For the purposes of this Contract, the following terms and words are defined as follows:

- A. "Abandoned Vehicle", means a motor vehicle as defined in Section 683.002, Texas Transportation Code. An "Abandoned Vehicle" tow request shall occur during "Normal Business Hours" unless the Department determines the "Abandoned Vehicle" should be removed as soon as possible due to safety concerns, such determination being within the sole discretion of the Department.
- B. "Additional time on scene" means any time on scene or at an alternate site, as approved by law enforcement, exceeding one (1) hour (time traveling to or from the scene and time traveling to the storage facility is not included in this definition).
- C. "Call" or "Dispatch" means a request for Towing Services from Washington County 9-1-1 resulting in a Towing Company being required to perform services pursuant to the provisions of this Contract.

- D. "CITY" means the City of Brenham, a Texas home rule municipality situated in Washington County.
- E. "Consent Tow" means a tow of any vehicle initiated by the owner, operator, or person with possession, custody, and control of said vehicle. If the Department notifies Washington County 9-1-1 of Towing Services at the request of an owner, operator, or person with possession, custody, and control of said vehicle, said tow is considered a Consent Tow.
- F. "Department" means the City of Brenham Public Works Department, its Director and/or designee(s), and/or Brenham Police Department (when performing police/public safety-related functions and activities including, but not limited to, when on scene at an incident location necessitating a non-consent tow).
- G. "Disabled Vehicle" means a vehicle, other than an Abandoned Vehicle or Impounded Vehicle, which as a result of an accident or equipment failure, or both, is incapable of safe or legal operation, or both, and is requested or required by the Department to be removed from a public street or alley.
- H. "Day" means a period of twenty-four (24) continuous hours unless otherwise specified.
- I. "Heavy Tow" means a vehicle with a gross vehicle weight of more than 25,001 pounds or more. For the purposes of this Contract, a vehicle's weight shall be determined by the Gross Vehicle Weight Rating indicated by the manufacturer's label on the vehicle itself. If the vehicle does not have a manufacturer's label, then the gross vehicle weight shall be the registered weight of the vehicle.
- J. "Heavy Rotation Towing" means **Heavy Rotation Log** which includes all tows greater than 10,001 lbs.
- K. "Holiday(s)" mean New Year's Day, Easter Sunday, Fourth of July, Veteran's Day, Thanksgiving Day, and Christmas Day.
- L. "Impounded Vehicle" means a vehicle, other than an Abandoned Vehicle or Disabled Vehicle, involved in a parking violation, a vehicle whose driver is arrested, or a vehicle which is taken into custody during the investigation of a crime. An Impounded Vehicle is considered a Non-Consent Tow.
- M. "Inclement weather" means unpleasant or harsh weather which creates unsafe or hazardous conditions, including but not limited to freezing conditions, ice, snow, sleet, heavy rain, hail, lightning, tornados, and/or high winds. All determinations regarding whether "inclement weather" conditions exist shall be made by the Department, in its sole discretion.

- N. "Junked Vehicle" means a motor vehicle as defined in Section 683.071, Texas Transportation Code. Junked Vehicles are considered Non-Consent Tows and shall be removed during "Normal Business Hours" unless the Department determines the "Junked Vehicle" should be removed as soon as possible due to safety concerns, such determination being within the sole discretion of the Department.
- O. "Medium Tow" means a vehicle with a gross vehicle weight between 10,000 and 25,000 pounds. For the purposes of this Contract, a vehicle's weight shall be determined by the Gross Vehicle Weight Rating indicated by the manufacturer's label on the vehicle itself. If the vehicle does not have a manufacturer's label, then the gross vehicle weight shall be the registered weight of the vehicle.
- P. "Motorist Assist" means any service to a motorist whose vehicle has been disabled or rendered unusable. Examples include but are not limited to fixing flat tires, providing gasoline, or gaining entry to locked cars. Motorist Assist does not include towing.
- Q. "Non-Consent Tow" means any tow of a vehicle requested by the Department. Signature by the owner, operator, or person with possession, custody, and control of said vehicle on any documents provided by the Towing Company does not constitute a Consent Tow. If Department requests a tow, but the owner or operator of a vehicle or the person who has possession, custody, and control of the vehicle, requests a specific towing company, it is no longer a non-consent tow.
- R. "Normal Business Hours" shall mean the hours of 8 a.m. to 6 p.m., Monday through Friday, excluding Holidays as that term is defined in this Contract.
- S. "Regular Tow" means a vehicle with a gross vehicle weight of less than 10,000 pounds. For the purposes of this Contract, a vehicle's weight shall be determined by the Gross Vehicle Weight Rating indicated by the manufacturer's label on the vehicle itself. If the vehicle does not have a manufacturer's label, then the gross vehicle weight shall be the registered weight of the vehicle.
- T. "Recovery" means the removal or towing of any vehicle(s) involved in an incident or accident.
- U. "Regular Rotation Towing" means **Regular Rotation Log** which includes impounded, disabled, abandoned, or junked vehicles and motorist assist calls.
- V. "Rotation Log" shall mean a sequential list, as maintained by Washington County 9-1-1, of Towing Companies duly qualified and authorized pursuant to the provisions of this Contract to receive and respond to calls from Washington County 9-1-1, when the owner, operator, or person with possession, custody, and control of a vehicle does not or cannot express a preference or consent for such services from a specific Towing Company.

- **Regular Rotation Log** – will be used for Regular Towing Services in regard to impounded vehicles and disabled vehicles, as herein defined, as well as abandoned or junk vehicles and motorist assist calls for vehicles weighing less than 9,999 lbs.
 - **Heavy Rotation Log** – will be used for all Towing Services concerning “Heavy and Medium Tow Vehicles” weighing 10,000 lbs. or more.
- W. “Shift Supervisor” means a Department employee with a rank of Corporal or above.
- X. “Security Fence” means an enclosure of wood, chain link, iron, concrete or masonry, placed around an area used for storage of vehicles and designed to prevent intrusion and escape, which is at least six feet (6’) high, with a gate that is locked at all times when the Towing Company’s owners, employees and agents are not present. The Security Fence must be compliant with the Texas Department of Licensing and Regulation (TDLR) regulations governing Vehicle Storage Facilities.
- Y. “Time on Scene” means the amount of time beginning when a Towing Company arrives on scene in response to a dispatch to the time the Towing Company has secured the vehicle, cleaned debris, and finished an environmental cleanup. The time driven to and from the scene is not included in “Time on Scene.”
- Z. “Tow” means the removal of any vehicle(s) that was **not** involved in an incident or accident.
- AA. “Towing Company(ies)” means any person, firm or entity owning or operating a Texas licensed wrecker service which has been operating within Washington County for a minimum of twelve (12) months immediately prior to the date the contract is executed. “Towing Company(ies)” as defined herein shall include employees, agents, and drivers. If a person, firm or entity owns an interest in more than one licensed Towing Company, then each and every Towing Company in which the person, firm, or entity owns an interest shall be collectively considered as a single Towing Company for the purpose of position on the CITY’S Rotation Logs.
- BB. “Towing Service(s)” means any service provided by a Towing Company under the terms of this Contract.

SECTION III. TERM

This Contract shall be effective for an initial term beginning on the _____ day of _____, 20____ and will automatically terminate on the _____ day of _____, 20____. Thereafter, this Contract shall automatically be renewed on the 1st day of January each year, for a term of one (1) year, under the terms and conditions then in effect, unless otherwise terminated as provided herein.

SECTION IV. CONSIDERATION

In consideration of the CITY'S administration, regulation and operation of the rotation system and the CITY'S permission to participate in non-consent tows within the city limits, and specifically for a place on the applicable Rotation Logs, OPERATOR agrees to pay the CITY an annual fee of two hundred and fifty dollars (\$250.00) for inclusion on the Regular Tow Rotation Log, and two hundred and fifty dollars (\$250.00) for inclusion on the Heavy Tow Rotation Log.

All payments by OPERATOR to the CITY under this Contract must be mailed or delivered to the City of Brenham Public Works, Attn: JoAnne Hynes, P.O. Box 1059, Brenham, Texas 77834-1059. Payments must be in the form of a check, cashier's check or money order, and must state the following on the face of the check or money order: TOWING SERVICE FOR [year]. Payment is due on or before January 15th of each year. OPERATOR will not be permitted to participate in the CITY's Rotation Logs until payment is received by the CITY.

SECTION V. RULES AND PROCEDURES FOR OPERATOR'S PARTICIPATION ON CITY'S ROTATION LOGS

The following section includes provisions, rules, regulations, and procedures that are applicable to OPERATOR and any Towing Companies who contract with the CITY for a place on the CITY's Rotation Logs. The City Manager, or his designee, shall have the authority to interpret, implement and enforce the terms of this Contract.

A. OPERATION

The following conditions shall govern the conduct of Towing Companies on the Rotation Logs:

- 1) *Washington County 9-1-1 dispatch necessary, exception.* Except for private requests for Towing Services by the owner or operator of a vehicle, or the person who has possession, custody and control of the vehicle, OPERATOR shall not proceed to an incident or accident scene without being called or dispatched.
- 2) *Acknowledgment time period.* OPERATOR must acknowledge receipt of all Washington County 9-1-1 calls/dispatches for Towing Services within five (5) minutes. After the five (5) minute acknowledgment time period has expired, Washington County 9-1-1 shall notify the next Towing Company on the applicable Rotation Log. Failure to acknowledge receipt of a call/dispatch shall forfeit OPERATOR's turn and said call/dispatch will be considered a declined call/dispatch as outlined in this Contract.

- 3) *Interference.* OPERATOR shall not interfere with any law enforcement officer(s) while they are in charge of or investigating the scene of a motor vehicle accident or other incident requiring Towing Services.
- 4) *Solicitation.* OPERATOR shall not solicit business while on an incident or accident scene.
- 5) *Professional Conduct.* OPERATOR and its owner(s), employees, agents and/or drivers shall conduct themselves in a reasonable, safe, professional, courteous, honorable and lawful manner at all times. Further, OPERATOR, and its owner(s), employees, agents and/or drivers shall conduct themselves with due regard to public conventions and morals and shall not commit any act or do anything which might reasonably be considered: (i) to be immoral, unprofessional, discourteous, dishonorable, unlawful, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the CITY or its reputation in any way. Notwithstanding any other provision of this Contract, should OPERATOR or any of its owner(s), employees, agents and/or drivers violate this provision, including but not limited to being arrested for or convicted of a criminal law violation, the CITY may terminate this Contract immediately, and provide OPERATOR written notice of the termination within ten (10) business days of the date of termination.
- 6) *Obedience to traffic laws.* OPERATOR shall obey all state and municipal traffic laws when responding to a request for Towing Services.
- 7) *Submission of telephone numbers.* OPERATOR shall furnish the Department's Director and/or designee with one (1) telephone number to be used by Washington County 9-1-1 as a call/dispatch number. Any changes in the aforementioned telephone number shall be immediately transmitted to the Administrative Captain. No pagers or answering machines are permitted as call out/dispatch numbers.
- 8) *Twenty-four-hour service.* OPERATOR shall maintain and be fully capable of providing Towing Services twenty-four hours/day, seven days/week.
- 9) *Availability.* OPERATOR shall not accept a call/dispatch for Towing Services from a Rotation Log unless OPERATOR has a wrecker and the necessary equipment immediately available to perform the services.

- 10) *Response with own wreckers.* OPERATOR shall respond to all incidents or accident scenes with its own wrecker(s) and shall not send another Towing Company in response to a Rotation Log call/dispatch. Any wrecker responding to incidents or accident scenes must have the CITY's Non-Consent Tow Contract decal affixed to the wrecker in the lower right hand corner of the front windshield (when sitting in vehicle) so that it can be easily viewed by the public and Department personnel.
- 11) *Assistance needed for tow.* If OPERATOR is not capable to perform the required Towing Services or needs additional assistance, OPERATOR may request, with the Department's approval, that another Towing Company from the appropriate Rotation Log be called/dispatched.
- 12) *Response while impaired prohibited.* OPERATOR shall not respond to a dispatch under the influence of alcoholic beverages, controlled substances or otherwise impaired physically or mentally so as to be a danger to self or others, or incapable of performing Towing Services.
- 13) *Proficiency.* OPERATOR shall provide drivers who are proficient and competent in the operation of such wrecker and the securing and movement of towed vehicles, and that are in compliance with the rules and regulations as provided by the Texas Department of Licensing and Regulation (TDLR) and any other State and/or Federal law that may apply to Towing Companies and Towing Services.
- 14) *Reflective wear required.* At all times, OPERATOR shall wear reflective vests, coats or shirts as defined by Federal regulation 23-CFR-634 (ANSI/ISEA 107-2004) while on the scene of any incident or accident scene.
- 15) *Consent Tow Service.* In addition to the Non-Consent Tows, OPERATOR may also be called upon by the CITY to conduct Consent Tows of municipal vehicles, vehicle seizures as directed by the Department, and towing and storage of vehicles needed for evidentiary purposes as directed by the Department.
- 16) All Towing Company vehicles dispatched to an incident or accident scene shall park at least one hundred feet (100') away in a safe position until instructed by the Department to begin the towing process.
- 17) OPERATOR is required to immediately notify Washington County 9-1-1 when Consent Tow services are requested by an owner, operator, or person with possession custody, and control of a vehicle if OPERATOR believes that a criminal act involving said vehicle may have occurred prior to receiving said request for a Consent Tow.

B. ROTATION LOGS

- 1) OPERATOR shall promptly respond to a dispatched incident or accident scene with a wrecker within the time limits provided in Section VIII of this Contract. If OPERATOR is not able to respond, it shall immediately notify Washington County 9-1-1. OPERATOR will be passed over for that call and Washington County 9-1-1 will go to the next Towing Company on the applicable Rotation Log.
- 2) If OPERATOR responds to a dispatch, but renders no Towing Services, the response will not be considered a turn on the applicable Rotation Log and OPERATOR's position will not be forfeited. It is the Department's responsibility to notify Washington County 9-1-1 that no services were rendered.
- 3) OPERATOR must arrive on scene with a wrecker within the time limits provided in Section VIII of this Contract. If OPERATOR does not arrive on the scene on time or if the public health, safety and welfare necessitate more expeditious action, the Department reserves the right to request the services of the next Towing Company on the applicable Rotation Log for that turn. Any Towing Company that is late in responding to dispatches for Towing Services without an acceptable reason may be subject to penalties as provided herein.
- 4) OPERATOR will provide the Department a copy of its annual inspection record(s) as completed by the Texas Department of Licensing and Regulation (TDLR) within thirty (30) calendar days after receipt.
- 5) When emergency conditions necessitate, the CITY reserves the right to request the services of the Towing Company who, in the CITY'S sole opinion, is best able to handle the situation and/or can reach the scene most expeditiously, regardless of that Towing Company's position on any Rotation Log. For the purposes of this subsection, the Department will make the determination that emergency conditions exist. If a call/dispatch is made under these circumstances, the Towing Company that would have otherwise been called/dispatched will not forfeit its respective position on the applicable Rotation Logs.
- 6) Upon written request and within ten (10) business days, Washington County 9-1-1 will provide Towing Companies with a monthly report of the rotation call-out activity.
- 7) The Department has the right to inspect any of OPERATOR's equipment at any time to ascertain if it is being properly maintained and that all required equipment is in proper operating order.
- 8) OPERATOR shall have its wrecker(s) and equipment inspected annually by the Department.

- 9) Participation in the Rotation Log system shall be considered personal to OPERATOR. Participation on any Rotation Log shall not constitute a property interest, but is rather a license.
- 10) OPERATOR is permitted only a single position on each Rotation Log regardless of the number of wreckers owned by OPERATOR. If OPERATOR is a parent entity or a subsidiary of another Towing Company, that Towing Company is not entitled to separately contract with the CITY for a position on any of the Rotation Logs.
- 11) If OPERATOR is dispatched from any of the Rotation Logs and declines for any reason, OPERATOR shall forfeit its next turn on the applicable Rotation Log.
- 12) If OPERATOR is dispatched off the Motorist Assist Rotation Log and declines for any reason, OPERATOR will forfeit its next turn on the Regular Rotation Log A (Impounded).

C. PENALTIES

- 1) Violation of any rule, regulation or provision of this Contract, depending on the nature or frequency of the violation(s), is cause for a written warning, suspension or removal of OPERATOR from all Rotation Logs. The Department shall notify OPERATOR in writing of a violation and the applicable penalty.
 - a. Upon receipt of notification of a violation, OPERATOR may, within fifteen (15) calendar days thereof, deliver a written request to the Department for a hearing to be held before the Wrecker Service Contract Review Board, hereinafter referred to as "Review Board." The Review Board shall consist of a representative from the Department, the Department Director, a City Council member appointed by the Mayor, and a representative from the local towing industry appointed by the City Manager. The City Manager shall also appoint an alternate representative from the local towing industry who shall serve in the event that there is a conflict of interest with the original representative. The receipt of a timely written request by the Department for a hearing shall stay the penalty pending final disposition unless it is determined by the Department Director that it would endanger public safety to allow OPERATOR to continue on the Rotation Logs.
 - b. A hearing shall be held within fourteen (14) calendar days after receipt by CITY of a written request. The Department's representative shall notify OPERATOR, in writing, of the time, date, and place of the hearing. Written notification of said hearing must be postmarked at least five (5) business days before the date of the hearing. At such hearing, OPERATOR shall be provided an opportunity to be heard. The Review Board may hear from CITY representatives and others who may have relevant information.

- c. The Review Board shall render a decision in writing within three (3) business days from the date of the hearing setting forth the reasons for its decision. The Review Board may affirm, modify, or overrule a finding or penalty issued by the Department.
- 2) After a suspension has been ordered, in order to be reinstated to the Rotation Logs after the period of suspension has elapsed, OPERATOR must pay to the CITY a reinstatement fee of two hundred fifty and no/100 dollars (\$250.00). The Department may only reinstate a suspended Towing Company after it has been determined that the Towing Company is in compliance with all regulations and the terms of this Contract, and after the reinstatement fee has been paid.
 - 3) If any violations of the regulations or provisions of this Contract are deemed by the CITY or the Department to be of such nature as to endanger public safety, the Department shall immediately suspend OPERATOR from all Rotation Logs and then provide written notice pursuant to the provisions above.
 - 4) Except as otherwise provided in this Contract, the following penalties shall be assessed for violations of this Contract and prior Non-Consent Tow Contracts with the CITY:

First Violation:	Written Warning
Second Violation:	Forty-five Day Suspension
Third Violation:	One-Year Suspension
Fourth Violation:	Permanent Removal and Termination of Contract

- 5) Penalties for violations involving ~~failure to timely submit quarterly reports in accordance with Section XII(B)(1),~~ failure to arrive on the scene of a dispatched call, charging in excess of the rates established herein or any infraction which jeopardizes the safety of the public, depending upon the severity thereof as determined by the Department, may result in a penalty in a higher class regardless of the number of prior violations up to and including permanent removal without following the above progressive penalty steps. There shall be no written warnings for violations described in this subsection and the minimum penalty for a violation described in this subsection shall be a forty-five (45) day suspension.
- 6) Except as otherwise provided in this Contract, the progressive penalty steps set forth in subsection V(C)(4) shall be used in determining the applicable penalty for violations committed by OPERATOR. In determining the penalty applicable to a violation about which OPERATOR has been notified, violations that were committed more than twelve (12) months prior to the date of the violation under consideration shall not be included in calculating the number of violations committed by OPERATOR.

- 7) OPERATOR will be immediately removed from all Rotation Logs and this Contract terminated if during the term of this Contract, OPERATOR declines a cumulative total of eight (8) calls/dispatches on any and all of the Rotation Logs without prior notification to Washington County 9-1-1 that it is out of service.

SECTION VI. ASSIGNMENT AND SALE

A. ASSIGNMENT

- 1) The rights, duties, obligations, and privileges under this Contract, including but not limited to a position on any of the Rotation Logs, is non-transferable, and are exclusively granted to the undersigned. OPERATOR may not sell, transfer, convey, or assign an ownership or any other interest in OPERATOR's rights, duties, obligations, and privileges under this Contract, including but not limited to a position on any of the Rotation Logs to a Towing Company that has had its position on the Rotation Logs suspended or terminated.

B. SALE

- 1) In the event that OPERATOR sells, transfers, conveys, or assigns its business, the CITY must be given notice of the sale, transfer, conveyance, or assignment within five (5) days or this Contract may be terminated by the City. Delay in exercise of this termination option does not constitute a waiver.
- 2) If notice of a sale, transfer, conveyance, or assignment is properly given to the City, the new Towing Company may apply for reinstatement to the Rotation Logs before the end of the suspension period, but only if the sale, transfer, conveyance, or assignment was the result of a bona fide exchange of a majority of the assets of the business for a reasonable consideration. All documents demonstrating the same, including but not limited to the contract for sale and any filings with the Texas Secretary of State, must be provided to the Department's representative.

SECTION VII. AUTHORIZED PERSONS

OPERATOR hereby agrees to provide Towing Services when requested by the Department on behalf of any CITY organization for the towing and storage of junked, abandoned, impounded, and disabled vehicles as those terms are defined herein. Only response to requests for Towing Services received from Washington County 9-1-1 are authorized under this Contract and response to requests from any other source may subject OPERATOR to penalties as provided in Section V of this Contract.

SECTION VIII. RESPONSE TIME

OPERATOR agrees to respond promptly to any and all requests made by the Department through Washington County 9-1-1. In this section, for Regular Rotation Log "promptly" shall mean arrival on the scene within twenty (20) minutes between the hours of 6:00 a.m. and 10:00 p.m. and thirty (30) minutes between the hours of 10:01 p.m. and 5:59 a.m. provided, however, if OPERATOR notifies Washington County 9-1-1 of a delay not attributable to OPERATOR (e.g. traffic near the scene, inclement weather, etc.) and of a reasonable time of arrival on the scene, OPERATOR may be allowed fifteen (15) additional minutes to arrive. For Heavy Rotation Log requests, OPERATOR shall have no more than forty-five (45) minutes to respond and arrive on the scene.

SECTION IX. EQUIPMENT AND PERSONNEL

OPERATOR must own or lease adequate equipment and vehicles to perform all the requirements of this Contract. OPERATOR shall provide experienced, trained, properly licensed, qualified, and trustworthy personnel to safely and expediently operate the equipment and vehicles in performing work under this Contract. OPERATOR shall be responsible for and in sole control of the acts and omissions of said personnel.

SECTION X. SUPERVISORY RELEASE WITHOUT COST

OPERATOR shall release any vehicle towed pursuant to this Contract without charge if requested to do so in writing by the Chief of Police or Police Department personnel with the rank of Captain or higher.

SECTION XI. VEHICLE STORAGE FACILITY

A. STORAGE REQUIRED

- 1) OPERATOR shall provide licensed storage facilities and place of business within Washington County, Texas. The vehicle storage facility shall meet the requirements of state law and any applicable County regulations regarding vehicle storage facilities.
- 2) OPERATOR shall meet all requirements of both State and Federal law regarding the towing and storage of vehicles carrying material classified as "Hazardous in Nature".

B. SECURITY

- 1) Every storage facility shall be adequately secured against theft and vandalism and have Security Fencing. OPERATOR will be responsible for each vehicle and its contents while in its care, custody, and control. The storage facility premises and office area must be kept clean and orderly. All vehicles in the storage facility shall be stored in such a manner that there exists a minimum of three feet (3') on the

side of each vehicle to allow for access to the interior of the vehicle in order to check the vehicle's identification numbers.

C. ALTERNATIVE STORAGE

- 1) All vehicles towed by OPERATOR pursuant to this Contract shall be taken to OPERATOR's storage facility, unless the owner, operator, or person with possession, custody, and control of said vehicle authorizes in writing that the vehicle be taken to another location. It is sufficient that the other location is written on the OPERATOR towing receipt or ticket at the scene. The location requested by an owner, operator, or person with possession, custody, and control of said vehicle **does not** constitute a Consent Tow; therefore, all charges will be applicable to a Non-Consent Tow pursuant to this Contract.

SECTION XII. RECORDS

A. RETENTION

- 1) OPERATOR shall maintain during the term of this Contract, and for three (3) years following the expiration or termination of this Contract, complete and accurate copies of all books, records, receipts, and tickets generated under or related to this Contract. OPERATOR agrees to make its books and records, regarding the performance of this Contract, available to CITY'S duly authorized representatives at OPERATOR's place of business during normal business hours for inspection, copying and auditing. Failure to maintain the records described above or failure to provide access to the records will be a basis for termination of this Contract. Audits shall be performed by the CITY on an as needed basis solely determined by the CITY.

~~B. QUARTERLY REPORTS~~

- ~~1) OPERATOR shall submit quarterly reports to the Brenham Public Works Department, Attn: JoAnne Hynes, 200 W Vulcan, Brenham, Texas 77833. The reports must include a cover page and copies of all the invoices, and supporting documents, for non-consent tows from the preceding calendar quarter. The cover page shall contain the total amount of all fees charged pursuant to this Contract, the number of non-consent tows conducted pursuant to this Contract, the number of motorist assists performed pursuant to this Contract, and the number of vehicles towed pursuant to this Contract that remain unclaimed. These reports are due by January 10th, April 10th, July 10th and October 10th. If one or more quarterly reports are not timely or properly submitted to the Brenham Police Department, such failure constitutes a violation of this Contract and the CITY may assess penalties against OPERATOR as provided in Section V(C).~~

SECTION XIII. NOTICES AND AUCTION

Vehicles which are left at OPERATOR's storage facility for more than ten (10) days after

notice is sent by registered or certified mail, return receipt requested, to the owner to pick up the vehicle in accordance with Subchapter C of Chapter 683, Texas Transportation Code, shall be disposed of according to the provisions of such statute, as amended. OPERATOR shall dispose of junked vehicles according to state law and shall retain the proceeds of such disposal as provided by law.

SECTION XIV. CITY EXEMPT

CITY shall never be held responsible for any wrecker or towing fees, storage fees or any other charges for non-consent tows requested by the Department and incurred as a result of this Contract. OPERATOR's sole source of revenue and recourse for services performed under this Contract, in every case, shall be from and against title owner or operator of vehicles or a third party in privity with those. An exception exists if the Department request towing services for evidentiary purposes under Article 18.23 of the Texas Code of Criminal Procedure.

OPERATOR may charge the CITY a one-time fee of one hundred dollars (\$100.00), per investigation, for Regular Tows requested by the Department in order to properly secure a vehicle for evidentiary purposes as authorized under Article 18.23 of the Texas Code of Criminal Procedure.

OPERATOR may charge the CITY a one-time fee of one hundred fifty dollars (\$150.00), per investigation, for Medium or Heavy Tows requested by the Department to properly secure a vehicle for evidentiary purposes as authorized under Article 18.23 of the Texas Code of Criminal Procedure.

OPERATOR may charge the CITY no more than one hundred dollars (\$100.00) per occurrence for Regular Tows and storage of any CITY owned vehicle.

OPERATOR may charge the CITY no more than one hundred fifty dollars (\$150.00) per occurrence for Medium or Heavy Tows and of any CITY owned vehicle.

SECTION XV. INDEMNITY

OPERATOR, INCLUDING ITS OWNERS, OFFICERS, PARTNERS, MANAGERS, HEIRS, ASSIGNS, AND SUCCESSORS, AGREES TO HOLD CITY HARMLESS FROM AND INDEMNIFY THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, VOLUNTEERS, AGENTS, AND REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, DAMAGES, COSTS, ATTORNEY'S FEES, AND INTEREST, RELATING TO ANY AND ALL PERSONAL INJURIES, DEATHS, AND/OR PROPERTY DAMAGE BY WHOMSOEVER SUFFERED, ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH ANY ACT OR OMISSION BY OPERATOR, ITS OWNERS, PARTNERS, MANAGERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, WORKMEN, AND OTHER PERSONS USED BY IT OR OTHERWISE UNDER ITS DIRECTION IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS

CONTRACT.

SECTION XVI. FEES

OPERATOR shall neither charge nor attempt to collect any other fees or charges of any kind or character for the towing, waiting, debris removal, storage, security, or release of any vehicles except those fees authorized by this Contract. Any additional services and their associated fees specifically authorized in writing by the scene commander, or the on-scene supervisor will be considered as authorized fees. Storage charges shall cease when a properly completed request for release is made.

All DEPARTMENT initiated requests for Towing Services shall be considered Non-Consent tows pursuant to the terms of this Contract. The signature of an owner, operator, or person with possession, custody, and control of said vehicle on any documents or forms provided by OPERATOR does not constitute said tow as a Consent Tow.

The following are the maximum fees OPERATOR can charge for any vehicle or service under this Contract:

Permissible Charges	Regular Tow (0 – 9,999 lbs.)	Medium Tow (10,000 – 25,000 lbs.)	Heavy Tow (Above 25,00 lbs.)	Notes
Towing	\$255.00 – first hour on scene, per unit	\$350.00 – first hour on scene, per unit	\$600.00 – first hour on scene, per unit	Unit is defined as the registered vehicle (car, truck, trailer, etc.)
Additional time on scene or at another site as approved by law enforcement	\$50.00 – per 30 minutes, per wrecker in excess of the first hour	\$75.00 – per 30 minutes, per wrecker in excess of the first hour	\$175.00 – per 30 minutes, per wrecker in excess of the first hour	Time is calculated as defined for “Time at Scene”. This does not include the time traveling to and from the scene. At every accident, OPERATOR and/or their employees must pick up glass, metal, plastic debris and properly dispose of such at storage facility.

Winching	\$100.00 – flat fee per wrecker	\$175.00 – flat fee per wrecker	See separate fee schedule for Heavy Tows	Winching charges apply to off road recoveries only. This fee may not be charged to pull apart vehicles involved in an incident or accident.
Up-righting	\$50.00 flat fee	\$200.00 flat fee	See separate fee schedule for Heavy Tows	Any additional equipment/charges/personnel must have been utilized at scene with prior approval from the Department.
Additional wrecker fee	\$100.00 per wrecker utilized at scene	\$150.00 per wrecker utilized at scene	See separate fee schedule for Heavy Tows	Any additional equipment/charges/personnel must have been utilized at scene with prior approval from the Department.
Additional Truck and Trailer for clean-up	\$75.00 – per wrecker utilized at scene	\$75.00 per wrecker utilized at scene	See separate fee schedule for Heavy Tows	Any additional equipment/charges/personnel must have been utilized at scene with prior approval from the Department.
Storage Fee	Not to exceed State allowable	Not to exceed State allowable.	Not to exceed State allowable.	Shall not charge in excess of one day's storage for a vehicle, which remains in storage less than twelve (12) hours notwithstanding the passage of midnight. Also, does not apply to additional wreckers or additional truck and trailer.

Mileage Fee	\$4.00 per mile	\$5.00 per mile	\$7.00 per mile	Starts and ends at City limit line (outbound and inbound). There is no mileage allowance for a point-to-point tow within the City.
<i>A mileage fee may only be charged in special circumstances such as a pursuit</i>	<i>Initiated in Brenham and stops in Chappell Hill, mileage may then be charged from</i>	<i>The city limits of Brenham to the location where the pursuit ended,</i>	<i>And then the mileage back to the city limits.</i>	
Impoundment Fee	Not to exceed State allowable	Not to exceed State allowable	Not to exceed State allowable	
Certified Letter Fee	Not to exceed State allowable	Not to exceed State allowable	Not to exceed State allowable	
Motorist Assist	Not more than \$65.00 <u>\$80.00</u> flat fee	Not more than \$75.00 <u>\$90.00</u> flat fee	Not more than \$125.00 <u>\$140.00</u> flat fee	Motorist Assist fees will be waived if towing services are required.
Extra Person	\$35.00 per 30 minutes	\$35.00 – per 30 minutes	See separate fee schedule for Heavy Tows.	Any additional equipment/charges/personnel must have been utilized at scene with prior approval from the Department. Also, does not apply to additional wreckers or additional truck and trailer.
Tractor/Forklift/Skid Steer Fee	\$150.00 flat fee	\$350.00 – flat fee	See separate fee schedule for Heavy Tows.	Any additional equipment/charges/personnel must have been utilized at scene with prior approval from the Department.
Tie-up Axle	N/A	\$100.00 – flat fee	N/A	Any additional equipment/charges/personnel must have been utilized at scene with prior approval from the Department.
Inclement Weather	\$25.00 - flat fee	\$25.00 – flat fee	See separate fee schedule for Heavy Tows	Approved by the Department
Holidays	\$25.00 – flat fee	\$25.00 – flat fee	*See separate fee schedule for Heavy Tows	Approved by the Department

Fees for Heavy Tows	Price Per		
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and Recoveries	Pound	Empty	Loaded
Contained Recovery/Winching	2.5 cents	Registered gross weight of the vehicle	Manifest weight
Salvage/Debris Recovery	3 cents	N/A	Manifest weight
Inclement Weather (as approved by the Department)	1 cent	Registered gross weight of the vehicle	Manifest weight
Holidays	1 cent	Registered gross weight of the vehicle	Manifest weight
Rollover/Up-righting	2.5 cents	Registered gross weight of the vehicle	Manifest weight
Embankment or inclines	1 cent	Registered gross weight of the vehicle	Manifest weight
Back door open – unloading	2.5 cents	Registered gross weight of the vehicle	Manifest weight
Suspension Damage	4 cents	Registered gross weight of the vehicle	Manifest weight

Fees for additional trucks or drivers may only be charged if approval for additional truck or driver is obtained, in advance, by the Department. The term “loaded trailer” includes flatbeds, van trailers, and oversized loads put on axles. The determination of whether a trailer is a “loaded trailer” will be made by the Department.

SECTION XVII. INQUIRIES

On all bills, invoices, receipts, tickets, etc. issued by OPERATOR for services rendered under this Contract, OPERATOR shall notify customers of the fees specified in Section XVI of this Contract and, the mailing address for the Department’s Director, PO Box 1059, Brenham, TX 77834-1059, and telephone number (979) 337 – 7337 for purpose of directing questions regarding fees or services.

OPERATOR shall give customers an itemized receipt that reflects the services and fees as specified above. This notice must be pre-printed on the forms used by OPERATOR or a legible sticker or rubber stamp may be used to convey the required information. The required information must be in Times New Roman font of not less than ten (10) points. A notice containing this same information shall also be posted on a sign prominently displayed to the public at the place of payment, in letters at least one inch (1”) high, with a contrasting background. This sign shall be posted within fifteen (15) calendar days after Contract is executed.

SECTION XVIII. LEGAL COMPLIANCE

OPERATOR shall comply with all provisions of Federal and Texas laws and regulations and the applicable sections of the Brenham Municipal Code (specifically including but not limited to, Title 16 Part 4 Chapter 85 "Vehicle Storage Facilities" of the Texas Administrative Code and Chapters 2303 and 2308 of the Texas Occupation Code) and all other laws and regulations

regarding the licensing and registration of tow vehicles. Additionally, when removing a wrecked or damaged vehicle from a street or public right-of-way OPERATOR must pick up and remove broken glass and debris from the street or public right-of-way and properly dispose of it at the storage facility. Failure to comply with this paragraph is grounds for a penalty in accordance with Section V of this Contract.

SECTION XIX. COMPLAINTS AND OVERCHARGES

Complaints concerning OPERATOR's performance of this Contract received by the CITY shall be forwarded to and promptly investigated by OPERATOR and a satisfactory written explanation made to CITY within five (5) business days after the date OPERATOR is notified verbally and/or in writing of the complaint by the CITY. OPERATOR agrees to promptly and without delay take whatever action is necessary to correct any and all complaints. OPERATOR's failure to timely investigate or to promptly correct errors, overcharges or complaints shall constitute a breach of this Contract and authorize CITY to penalize OPERATOR as provided in Section V of this Contract. Overcharges for towing or storage or both shall be promptly refunded. When a complaint is initiated, all charges will stop until such time as the complaint has been resolved in writing and signed by all parties involved. All complaints by the public, or other Towing Companies, must be received in writing by the CITY. Oral complaints will not be acted upon in any way. A complaint form will be provided by the CITY.

SECTION XX. VEHICLE RELEASE

OPERATOR shall release vehicles in its custody twenty-four (24) hours per day. Vehicles must be released within one (1) hour of a request. OPERATOR shall release personal property during normal business hours free of charge.

SECTION XXI. POLICE HOLD

OPERATOR must provide a uniquely numbered receipt (a card stub) to the CITY on impounded vehicles that describes the vehicle to be impounded and designates whether or not there is a police hold on the vehicle. Before releasing a vehicle with a police hold marked on the stub OPERATOR will ensure that any law enforcement hold has been canceled. Holds may only be placed by a Department officer with the rank of Sergeant or above and must be in writing. The CITY is not responsible for additional storage fees that are the result of an improperly placed law enforcement hold.

SECTION XXII. INSURANCE

OPERATOR shall provide insurance coverage in amounts that are at minimum in compliance with State and Federal law, prior to the execution of this Contract and maintain such coverage, without interruption for the full term of this Contract. All policies shall be issued by an insurer with a Best Rating of B+ or better, authorized to write such coverage in Texas. A certificate of insurance must be filed with the Brenham Police Department of the CITY prior to the execution

of this Contract. The policy must list the City of Brenham as an "additional insured" and require the company to give CITY forty-five (45) days advance notice of non-renewal, cancellation, or other material changes by the carrier.

SECTION XXIII. SAVINGS

In case of any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION XXIV. TERMINATION

Either party shall have the right to terminate this Contract, without cause, upon thirty (30) days written notice.

SECTION XXV. NOTICES

Notices required by this Contract shall be deemed delivered upon the earlier of: 1) three (3) days after the notice is deposited in the U.S. mail properly addressed and with sufficient postage; or 2) upon actual receipt by the party to whom notice is sent. All notices required hereunder shall be delivered by a commercial carrier/delivery service or mailed by certified or registered U.S. mail, return receipt requested, as follows:

CITY OF BRENHAM: City of Brenham Public Works
Attn: JoAnne Hynes
PO Box 1059
Brenham TX 77834-1059

TOWING COMPANY:

Company Name: _____

Attn: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Cellular: _____

Fax: _____ E-Mail: _____

SECTION XXVI. WAIVER OR AMENDMENT AND ESTOPPEL

Waiver, alternation, or modification of any of the provisions of this Contract shall not be binding unless such waiver, alteration, or modification is in writing and signed by an authorized representative of the parties. Failure by either party to enforce a breach of this Contract on one or more occasions shall not constitute a waiver of further breaches or estoppel enforcement on the subsequent occasions. The terms of this Contract are exclusively applicable to OPERATOR and the CITY and it is the intent of the parties that no third parties are intended beneficiaries of this Contract.

SECTION XXVII. INDEPENDENT CONTRACTOR

The parties intend that the relationship created between them by this Contract shall be that of CITY and independent contractor. No owner, agent, employee, or sub-operator of OPERATOR shall be or shall be deemed to be the employee, agent, or servant of CITY. CITY is interested only in the results obtained under this Contract. The manner and means of conducting the work are under the sole control of OPERATOR. None of the benefits provided by CITY to its employees, including, but not limited to compensation insurance, hospitalization insurance, or unemployment insurance are available from CITY to the employees, agents, servants or sub-operators of OPERATOR.

SECTION XXVIII. SECTION TITLES

The titles for each section are for convenience only and are non-substantive, and do not expand or limit the text of the section.

SECTION XXIX. GOVERNING LAW

The validity and interpretation of any of the terms and provisions of this Contract or of the rights and duties of the parties hereunder shall be governed by the laws of the State of Texas. Any action arising out of this Contract shall be filed in any appropriate Court having jurisdiction in Washington County, Texas.

Executed on this the _____ day of _____, 20_____.

CITY OF BRENHAM

OPERATOR

Carolyn D. Miller
City Manager

Title: _____

ATTEST:

Jeanna Bellinger
City Secretary



City Council Regular Meeting **AGENDA ITEM 11**

Agenda Item: Discuss and Possibly Act Upon the Purchase of Six (6) Chevrolet Tahoes for the City of Brenham Police Department through The Interlocal Purchasing System (TIPS) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: December 19, 2024

Department: Maintenance

Staff Contact: Stephen Draehn, Maintenance Supervisor

SUMMARY STATEMENT:

The Police Department is seeking the Mayor and Council's approval to order six (6) Chevrolet Tahoe's for fiscal year 2025 for use as six (6) patrol vehicle replacements. The requested vehicles were approved in the FY25 adopted budget.

Staff obtained quotes for these vehicles from Silsbee Fleet on TIPS contract 210907 for Automobiles. The Interlocal Purchasing System (TIPS) is a National Cooperative Purchasing Program for use by member schools, colleges, universities, cities, counties, and other government entities in all 50 states as authorized by each entity's jurisdictional legal requirements. The purchase will be with TIPS vendor 5426 - Lake Country Chevrolet. The purchase price of the six (6) Chevrolet Tahoe's from Lake Country Chevrolet is \$329,937.00, which does not include equipment installation for the vehicles. The additional equipment will be purchased on a separate purchase order and installed in-house by City Maintenance personnel.

ATTACHMENTS:

1. Lake Country Chevrolet - Quote for Police Tahoe's

RECOMMENDATION:

Approve the purchase of six (6) Chevrolet Tahoe police vehicles from Lake Country Chevrolet in the amount of \$329,937.00 through The Interlocal Purchasing System (TIPS) and authorize the Mayor to execute any necessary documentation.



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: BRENHAM PD

Contact: _____

Email: _____

Product Description: CHEVY TAHOE PPV

Prepared by: SETH GAMBLIN

Phone: 512.436.1313

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Date: October 3, 2024

A. Bid Item: _____

A. Base Price: \$ **50,557.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CC10706	91C 2025 TAHOE PPV 2WD	\$ 1,995.00			
L84	5.3L V8 W/AUTOMATIC	\$ -	5T5	VINYL BACK SEAT	\$ -
MQC	10 SPEED TRANS	\$ -			
6J7	FLASHER SYSTEM, HEAD & TAIL LAMP	inc		REAR PARK ASSIST / REAR CAMERA	
AMF	KEY FOBS	\$ 75.00		WHEELS 20"X9" STEEL	
PQA	1FL SAFTEY PACKAGE	\$ 875.00		ASSIST STEPS	
Total of B. Published Options:					\$ 2,945.00

Published Option Discount (5%) \$ **(47.50)**

C. \$= 1.5 %

Description	Bid Price	Options	Bid Price
7x3-LEFT HAND LED SPOT LIGHT	\$ 800.00	EXTERIOR - BLACK	
		INTERIOR - JET BLACK CLOTH HIT	
Total of C. Unpublished Options:			\$ 800.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ 350.00

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 220 miles \$ 385.00

H. Subtotal: \$ 54,989.50

I. Quantity Ordered 6 x H = \$ 329,937.00

J. Trade in: _____ \$ -

K. _____

L. Total Purchase Price \$ **329,937.00**



City Council Regular Meeting
AGENDA ITEM 13

Agenda Item: **Section 551.071, Texas Government Code - Consultation with City Attorney
- Consultation with City Attorney Concerning the Brenham Municipal
Airport, Its Operations and Services, and Associated Matters**

Meeting Date: December 19, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action - Executive Session discussion only.



City Council Regular Meeting
AGENDA ITEM 14

Agenda Item: **Section 551.071 Texas Government Code - Consultation with City Attorney Regarding Legal Issues Related to the Compost Facility Proposed to be Operated by Break It Down, LLC Near West Yegua Creek in Lee County, Texas, and Associated Matters**

Meeting Date: December 19, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action - discussion only.



City Council Regular Meeting
AGENDA ITEM 15

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-24-028 Opposing the Compost Facility Proposed to be Operated by Break It Down, LLC Near West Yegua Creek in Lee County, Texas

Meeting Date: December 19, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

As discussed in Executive Session.

ATTACHMENTS:

1. R-24-028 - Break It Down
2. Exhibits to Resolution

RECOMMENDATION:

As discussed in Executive Session.

RESOLUTION NO. R-24-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS OPPOSING THE COMPOST FACILITY PROPOSED TO BE OPERATED BY BREAK IT DOWN, LLC NEAR WEST YEGUA CREEK IN LEE COUNTY, TEXAS; PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

WHEREAS, Break It Down, LLC (“Break It Down”), has proposed to operate a Compost Facility near West Yegua Creek, located 0.2 miles north on CR 326 from CR 1624, and then one mile west after turning onto Private Road 3264, in Lee County, Texas (“Compost Facility Location”); and

WHEREAS, West Yegua Creek is one of the principle tributaries of Lake Somerville; and

WHEREAS, as organic material breaks down, the commercial composting process produces a substantial amount of leachate, which can present significant environmental risks due to its composition, potentially including heavy metals, toxic pollutants, xenobiotics, and pathogenic microorganisms, having the ability to severely impact soil and water quality; and

WHEREAS, Lake Somerville is the sole source of drinking water supply for the citizens of the City of Brenham, Texas; and

WHEREAS, the Break It Down Compost Facility may pose a potentially serious threat to the safety and quality of the City of Brenham’s sole source of drinking water supply; and

WHEREAS, the Break It Down Compost Facility would have a significant impact on the area by creating noxious odors that affect air quality; creating vectors for insects, rodents and other pests; increasing truck and trailer traffic resulting in dangerous road conditions; damaging local infrastructure such as roads due to the increased traffic; creating noise pollution by operating grinders and other equipment on the Compost Facility property; and interfering with nearby property owners’ ability to enjoy the peaceful and tranquil use of their rural property; and

WHEREAS, Break It Down, LLC has demonstrated its inability to comply with the applicable regulations of the Texas Commission on Environmental Quality for such a compost facility, as demonstrated by the TCEQ enforcement documents concerning the Break It Down, LLC compost facility in Travis County, Texas, attached hereto as Exhibits “A” and “B” and incorporated herein for all purposes pertinent; and

WHEREAS, the negative consequences from the aforementioned impacts will adversely affect the lives of the citizens of the City of Brenham and the other impacted areas; Now Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM,
TEXAS,**

Section 1. That the City Council of the City of Brenham ("City Council") has serious and significant concerns for the health and safety of the citizens of Brenham and other impacted areas, as well as for the immediate and long-term negative consequences that may result from the operation of the Break It Down Compost Facility.

Section 2. That the City Council strongly opposes the operation of the Break It Down Compost Facility near West Yegua Creek in Lee County, Texas based the significant negative impacts the facility will potentially have on the citizens of Brenham, as well as the citizens of Lee County, Texas.

Section 3. That this Resolution shall take effect immediately upon its enactment by the City Council of the City of Brenham, Texas.

RESOLVED this 19th day of December, 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



IN THE MATTER OF AN
ENFORCEMENT ACTION
CONCERNING
BREAK IT DOWN, L.L.C.
RN101493393

§
§
§
§
§

BEFORE THE

TEXAS COMMISSION ON

ENVIRONMENTAL QUALITY

AGREED ORDER DOCKET NO. 2022-0329-AIR-E

I. JURISDICTION AND STIPULATIONS

On JAN 10 2024, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding Break it Down, L.L.C. (the "Respondent") under the authority of TEX. HEALTH & SAFETY CODE ch. 382 and TEX. WATER CODE ch. 7. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent owns and operates a recycling and compost facility located at 7400 Farm-to-Market Road 969 in Austin, Travis County, Texas (the "Site"). The Site consists or consisted of one or more sources as defined in TEX. HEALTH & SAFETY CODE § 382.003(12).
2. The Executive Director and the Respondent agree that the TCEQ has jurisdiction to enter this Order pursuant to TEX. WATER CODE §§ 7.002, 7.051, and 7.073, and that the Respondent is subject to TCEQ's jurisdiction. The TCEQ has jurisdiction in this matter pursuant to TEX. WATER CODE § 5.013 because it alleges violations of TEX. HEALTH & SAFETY CODE ch. 382 and the rules of the TCEQ.
3. The occurrence of any violation is in dispute and the entry of this Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.
4. An administrative penalty in the amount of \$22,500 is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The Respondent paid \$500 of the penalty and \$4,500 is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Order and shall be waived only upon full compliance with all the terms and conditions of this Order.

The remaining amount of \$17,500 of the undeferred penalty shall be paid in 35 monthly payments of \$500 each. The first monthly payment shall be paid within 30 days after the effective date of this Order. The subsequent payments shall each be paid not later than 30 days following the due date of the previous payment until the penalty is paid in full. If the Respondent fails to comply with the payment requirements of this Order, including the payment schedule, the Executive Director may accelerate the maturity of the remaining installments, in which event the unpaid balance shall become immediately due and payable without demand or notice. The Respondent's failure to meet the payment schedule of this Order and/or the acceleration of any remaining balance

constitutes the failure by the Respondent to timely and satisfactorily comply with all the terms and conditions of this Order and the Executive Director may demand payment of all or part of the deferred penalty amount.

5. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a). Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.
6. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Order.
7. This Order represents the complete and fully-integrated agreement of the parties. The provisions of this Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Order unenforceable, the remaining provisions shall be valid and enforceable.
8. This Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Order, whichever is later.
9. The Executive Director recognizes that by May 12, 2022, the Respondent removed all of the composting piles and impacted soils at the Site in order to minimize odors at the Site and prevent nuisance odor conditions from impacting off-site receptors.

II. ALLEGATIONS

During an investigation at the Site conducted from January 14, 2022 through February 10, 2022, investigators documented that the Respondent failed to prevent nuisance odor conditions, in violation of 30 TEX. ADMIN. CODE § 101.4 and TEX. HEALTH & SAFETY CODE § 382.085(a) and (b). Specifically, TCEQ staff conducted odor surveys at off-site locations at the complainants' sites or equal distance on January 14, 2022, January 19, 2022, February 1, 2022, and February 9, 2022 and detected composting putrescible waste odors on January 14, 2022, January 19, 2022, February 1, 2022, and February 9, 2022 that resulted in the documentation of nuisance odor conditions.

III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

1. The Respondent is assessed a penalty as set forth in Section I, Paragraph No. 4. The payment of this penalty and the Respondent's compliance with all of the requirements set forth in this Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Penalty payments shall be made payable to "TCEQ"

and shall be sent with the notation "Re: Break it Down, L.L.C., Docket No. 2022-0329-AIR-E" to:

Financial Administration Division, Revenue Operations Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

2. All relief not expressly granted in this Order is denied.
3. The duties and provisions imposed by this Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of this Order to personnel who maintain day-to-day control over the Site operations referenced in this Order.
4. If the Respondent fails to comply with any of the Ordering Provisions in this Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe, the Respondent's failure to comply is not a violation of this Order. The Respondent shall have the burden of establishing to the Executive Director's satisfaction that such an event has occurred. The Respondent shall notify the Executive Director within seven days after the Respondent becomes aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.
5. The Executive Director may grant an extension of any deadline in this Order or in any plan, report, or other document submitted pursuant to this Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director.
6. This Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.
7. This Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms: electronic transmission, owner, person, writing, and written, shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.

8. The effective date of this Order is the date it is signed by the Commission. A copy of this fully executed Order shall be provided to each of the parties.

SIGNATURE PAGE

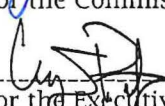
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



For the Commission

1/17/24

Date



For the Executive Director

11/9/2023

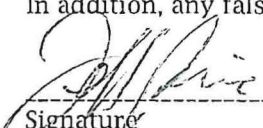
Date

I, the undersigned, have read and understand the attached Order. I am authorized to agree to the attached Order, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this Order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the OAG for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the OAG of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.



Signature

9.26.23

Date

Jeff Paine

Name (Printed or typed)
Authorized Representative of
Break it Down, L.L.C.

Owner

Title

☐ If mailing address has changed, please check this box and provide the new address below:

Instructions: Send the original, signed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Ordering Provision 1 of this Order.

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Protecting Texas by Reducing and Preventing Pollution

January 19, 2024

FIRST CLASS MAIL

Jeffrey Paine, Owner
Break it Down, L.L.C.
P.O. Box 144851
Austin, Texas 78714

RE: Break it Down, L.L.C.
TCEQ Docket No. 2022-0329-AIR-E
Agreed Order Assessing Administrative Penalties

Enclosed is a copy of an order issued by the Commission.

Questions regarding the order should be directed to the Texas Commission on Environmental Quality's Enforcement Division at (512) 239-2545 or the Litigation Division at (512) 239-3400. If there are questions pertaining to the mailing of the order, then please contact Amy Davis of the Office of the Chief Clerk at (512) 239-3300.

Sincerely,

A handwritten signature in cursive script that reads "Laurie Gharis".

Laurie Gharis
Chief Clerk

LG/ad

Enclosure

cc: Danielle Porras, Enforcement Coordinator, TCEQ Enforcement Division

EXHIBIT "B"



Penalty Calculation Worksheet (PCW)

Policy Revision 4 (April 2014)

PCW Revision March 26, 2014

TCEQ

DATES	Assigned	23-Feb-2015	PCW	9-Mar-2015	Screening	2-Mar-2015	EPA Due	
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RESPONDENT/FACILITY INFORMATION

Respondent	Break it Down, L.L.C.
Reg. Ent. Ref. No.	RN107573529
Facility/Site Region	11-Austin
Major/Minor Source	Minor

CASE INFORMATION

Enf./Case ID No.	50172	No. of Violations	2
Docket No.	2015-0360-MSW-E	Order Type	1660
Media Program(s)	Municipal Solid Waste	Government/Non-Profit	No
Multi-Media		Enf. Coordinator	Holly Kneisley
		EC's Team	Enforcement Team 6
Admin. Penalty \$ Limit Minimum	\$0	Maximum	\$25,000

Penalty Calculation Section

TOTAL BASE PENALTY (Sum of violation base penalties)	Subtotal 1	\$2,500
---	-------------------	---------

ADJUSTMENTS (+/-) TO SUBTOTAL 1

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.

Compliance History	0.0%	Enhancement	Subtotals 2, 3, & 7	\$0
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Notes	No adjustment for compliance history.
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Culpability	No	0.0%	Enhancement	Subtotal 4	\$0
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Notes	The Respondent does not meet the culpability criteria.
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Good Faith Effort to Comply Total Adjustments	Subtotal 5	-\$312
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Economic Benefit	0.0%	Enhancement*	Subtotal 6	\$0
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Total EB Amounts	\$12	*Capped at the Total EB \$ Amount
Estimated Cost of Compliance	\$1,067	

SUM OF SUBTOTALS 1-7	Final Subtotal	\$2,188
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OTHER FACTORS AS JUSTICE MAY REQUIRE	0.0%	Adjustment	\$0
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Reduces or enhances the Final Subtotal by the indicated percentage.

Notes	
Final Penalty Amount	\$2,188

STATUTORY LIMIT ADJUSTMENT	Final Assessed Penalty	\$2,188
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DEFERRAL	20.0%	Reduction	Adjustment	-\$437
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Reduces the Final Assessed Penalty by the indicated percentage. (Enter number only; e.g. 20 for 20% reduction.)

Notes	Deferral offered for expedited settlement.
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PAYABLE PENALTY	\$1,751
------------------------	---------

Screening Date 2-Mar-2015

Docket No. 2015-0360-MSW-E

PCW

Respondent Break it Down, L.L.C.

Policy Revision 4 (April 2014)

Case ID No. 50172

PCW Revision March 26, 2014

Reg. Ent. Reference No. RN107573529

Media [Statute] Municipal Solid Waste

Enf. Coordinator Holly Kneisley

Compliance History Worksheet

>> Compliance History Site Enhancement (Subtotal 2)

Component	Number of...	Enter Number Here	Adjust.
NOVs	Written notices of violation ("NOVs") with same or similar violations as those in the current enforcement action (<i>number of NOVs meeting criteria</i>)	0	0%
	Other written NOVs	0	0%
Orders	Any agreed final enforcement orders containing a denial of liability (<i>number of orders meeting criteria</i>)	0	0%
	Any adjudicated final enforcement orders, agreed final enforcement orders without a denial of liability, or default orders of this state or the federal government, or any final prohibitory emergency orders issued by the commission	0	0%
Judgments and Consent Decrees	Any non-adjudicated final court judgments or consent decrees containing a denial of liability of this state or the federal government (<i>number of judgments or consent decrees meeting criteria</i>)	0	0%
	Any adjudicated final court judgments and default judgments, or non-adjudicated final court judgments or consent decrees without a denial of liability, of this state or the federal government	0	0%
Convictions	Any criminal convictions of this state or the federal government (<i>number of counts</i>)	0	0%
Emissions	Chronic excessive emissions events (<i>number of events</i>)	0	0%
Audits	Letters notifying the executive director of an intended audit conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (<i>number of audits for which notices were submitted</i>)	0	0%
	Disclosures of violations under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (<i>number of audits for which violations were disclosed</i>)	0	0%

Please Enter Yes or No

Other	Environmental management systems in place for one year or more	No	0%
	Voluntary on-site compliance assessments conducted by the executive director under a special assistance program	No	0%
	Participation in a voluntary pollution reduction program	No	0%
	Early compliance with, or offer of a product that meets future state or federal government environmental requirements	No	0%

Adjustment Percentage (Subtotal 2) 0%

>> Repeat Violator (Subtotal 3)

N/A

Adjustment Percentage (Subtotal 3) 0%

>> Compliance History Person Classification (Subtotal 7)

Satisfactory Performer

Adjustment Percentage (Subtotal 7) 0%

>> Compliance History Summary

Compliance History Notes

No adjustment for compliance history.

Total Compliance History Adjustment Percentage (Subtotals 2, 3, & 7) 0%

>> Final Compliance History Adjustment

Final Adjustment Percentage *capped at 100% 0%

Screening Date 2-Mar-2015

Docket No. 2015-0360-MSW-E

PCW

Respondent Break it Down, L.L.C.

Policy Revision 4 (April 2014)

Case ID No. 50172

PCW Revision March 26, 2014

Reg. Ent. Reference No. RN107573529

Media [Statute] Municipal Solid Waste

Enf. Coordinator Holly Kneisley

Violation Number 1

Rule Cite(s)

30 Tex. Admin. Code § 328.5(h)

Violation Description

Failed to make available a fire prevention and suppression plan to the local fire prevention authority having jurisdiction over the Facility for review and coordination.

Base Penalty \$25,000

>> Environmental, Property and Human Health Matrix

OR

Release	Harm		
	Major	Moderate	Minor
Actual			
Potential			

Percent 0.0%

>> Programmatic Matrix

Falsification	Major	Moderate	Minor
	X		

Percent 5.0%

Matrix Notes

100% of the rule requirement was not met.

Adjustment \$23,750

\$1,250

Violation Events

Number of Violation Events 1

71 Number of violation days

mark only one with an x	daily	
	weekly	
	monthly	
	quarterly	
	semiannual	
	annual	
	single event	X

Violation Base Penalty \$1,250

One single event is recommended.

Good Faith Efforts to Comply

25.0%

Reduction \$312

	Before NOE/NOV	NOE/NOV to EDPRP/Settlement Offer
Extraordinary		
Ordinary	X	
N/A		(mark with x)

Notes The Respondent came into compliance on February 18, 2015, prior to the Notice of Enforcement "NOE" dated February 19, 2015.

Violation Subtotal \$938

Economic Benefit (EB) for this violation

Statutory Limit Test

Estimated EB Amount \$10

Violation Final Penalty Total \$938

This violation Final Assessed Penalty (adjusted for limits) \$938

Economic Benefit Worksheet

Respondent Break it Down, L.L.C.
Case ID No. 50172
Reg. Ent. Reference No. RN107573529
Media Municipal Solid Waste
Violation No. 1

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Onetime Costs	EB Amount
No commas or \$							

Delayed Costs

Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0
Engineering/Construction				0.00	\$0	\$0	\$0
Land				0.00	\$0	n/a	\$0
Record Keeping System				0.00	\$0	n/a	\$0
Training/Sampling				0.00	\$0	n/a	\$0
Remediation/Disposal				0.00	\$0	n/a	\$0
Permit Costs				0.00	\$0	n/a	\$0
Other (as needed)	\$1,000	9-Dec-2014	18-Feb-2015	0.19	\$10	n/a	\$10

Notes for DELAYED costs

Estimated cost to develop and implement a fire prevention and suppression plan and submit it to the local fire prevention authority. The date required is the investigation date, and the final date is the compliance date.

Avoided Costs

ANNUALIZE [1] avoided costs before entering item (except for one-time avoided costs)

Disposal				0.00	\$0	\$0	\$0
Personnel				0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling				0.00	\$0	\$0	\$0
Supplies/Equipment				0.00	\$0	\$0	\$0
Financial Assurance [2]				0.00	\$0	\$0	\$0
ONE-TIME avoided costs [3]				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0

Notes for AVOIDED costs

Approx. Cost of Compliance

\$1,000

TOTAL

\$10

Screening Date	2-Mar-2015	Docket No.	2015-0360-MSW-E	PCW
Respondent	Break it Down, L.L.C.	Policy Revision 4 (April 2014) PCW Revision March 26, 2014		
Case ID No.	50172			
Reg. Ent. Reference No.	RN107573529			
Media [Statute]	Municipal Solid Waste			
Enf. Coordinator	Holly Kneisley			
Violation Number	2			
Rule Cite(s)	30 Tex. Admin. Code § 330.15(c) and Tex. Water Code § 26.121(a)(1)			
Violation Description	The Respondent caused, suffered, allowed, or permitted the unauthorized disposal of municipal solid waste ("MSW"). Specifically, drywall was disposed of in a hole from where a petroleum storage tank was removed, and process wastewater was disposed of on the grass in the corner of the lot.			
		Base Penalty	\$25,000	

>> Environmental, Property and Human Health Matrix

OR		Harm			
	Release	Major	Moderate	Minor	
	Actual			x	Percent 5.0%
Potential					

>> Programmatic Matrix

	Falsification	Major	Moderate	Minor	
					Percent 0.0%

Matrix Notes Human health or the environment has been exposed to insignificant amounts of pollutants that do not exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment \$23,750

\$1,250

Violation Events

Number of Violation Events	1	83	Number of violation days
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mark only one with an x

daily	
weekly	
monthly	
quarterly	x
semiannual	
annual	
single event	

Violation Base Penalty \$1,250

One quarterly event is recommended from the December 9, 2014 investigation date to the March 2, 2015 screening date.

Good Faith Efforts to Comply 0.0% Reduction \$0

	Before NOE/NOV	NOE/NOV to EDP RP/Settlement Offer
Extraordinary		
Ordinary		
N/A	x	(mark with x)

Notes The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$1,250

Economic Benefit (EB) for this violation	Statutory Limit Test
Estimated EB Amount \$3	Violation Final Penalty Total \$1,250
This violation Final Assessed Penalty (adjusted for limits) \$1,250	

Economic Benefit Worksheet

Respondent Break it Down, L.L.C.
Case ID No. 50172
Reg. Ent. Reference No. RN107573529
Media Municipal Solid Waste
Violation No. 2

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Onetime Costs	EB Amount
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No commas or \$

Delayed Costs

Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0
Engineering/Construction				0.00	\$0	\$0	\$0
Land				0.00	\$0	n/a	\$0
Record Keeping System				0.00	\$0	n/a	\$0
Training/Sampling				0.00	\$0	n/a	\$0
Remediation/Disposal	\$67	9-Dec-2014	2-Oct-2015	0.81	\$3	n/a	\$3
Permit Costs				0.00	\$0	n/a	\$0
Other (as needed)				0.00	\$0	n/a	\$0

Notes for DELAYED costs

Estimated cost to remove all MSW and contaminated soil from the Facility and dispose of it at an authorized facility. The date required is the investigation date, and the final date is the estimated date of compliance.

Avoided Costs

ANNUALIZE [1] avoided costs before entering item (except for one-time avoided costs)

Disposal				0.00	\$0	\$0	\$0
Personnel				0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling				0.00	\$0	\$0	\$0
Supplies/Equipment				0.00	\$0	\$0	\$0
Financial Assurance [2]				0.00	\$0	\$0	\$0
ONE-TIME avoided costs [3]				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0

Notes for AVOIDED costs

Approx. Cost of Compliance

\$67

TOTAL

\$3

The TCEQ is committed to accessibility.

To request a more accessible version of this report, please contact the TCEQ Help Desk at (512) 239-4357.



TCEQ Compliance History Report

PUBLISHED Compliance History Report for CN604373332, RN107573529, Rating Year 2014 which includes Compliance History (CH) components from September 1, 2009, through August 31, 2014.

Customer, Respondent, or Owner/Operator: CN604373332, Break it Down, L.L.C.

Classification: SATISFACTORY

Rating: 1.14

Regulated Entity: RN107573529, Break it Down

Classification: NOT APPLICABLE

Rating: N/A

Complexity Points: N/A

Repeat Violator: N/A

CH Group: 14 - Other

Location: 3308 DUKE RD AUSTIN, TX 78724-2510, TRAVIS COUNTY

TCEQ Region: REGION 11 - AUSTIN

ID Number(s): MUNICIPAL SOLID WASTE NON PERMITTED ID NUMBER R11107573529

Compliance History Period: September 01, 2009 to August 31, 2014 **Rating Year:** 2014

Rating Date: 09/01/2014

Date Compliance History Report Prepared: March 11, 2015

Agency Decision Requiring Compliance History: Enforcement

Component Period Selected: March 11, 2010 to March 11, 2015

TCEQ Staff Member to Contact for Additional Information Regarding This Compliance History.

Name: Holly Kneisley

Phone: (817) 588-5856

Site and Owner/Operator History:

- 1) Has the site been in existence and/or operation for the full five year compliance period? NO
- 2) Has there been a (known) change in ownership/operator of the site during the compliance period? NO
- 3) If **YES** for #2, who is the current owner/operator? N/A
- 4) If **YES** for #2, who was/were the prior owner(s)/operator(s)? N/A
- 5) If **YES**, when did the change(s) in owner or operator occur? N/A

Components (Multimedia) for the Site Are Listed in Sections A - J

A. Final Orders, court judgments, and consent decrees:

N/A

B. Criminal convictions:

N/A

C. Chronic excessive emissions events:

N/A

D. The approval dates of investigations (CCEDS Inv. Track. No.):

N/A

E. Written notices of violations (NOV) (CCEDS Inv. Track. No.):

A notice of violation represents a written allegation of a violation of a specific regulatory requirement from the commission to a regulated entity. A notice of violation is not a final enforcement action, nor proof that a violation has actually occurred.

N/A

F. Environmental audits:

N/A

G. Type of environmental management systems (EMSs):

N/A

H. Voluntary on-site compliance assessment dates:

N/A

I. Participation in a voluntary pollution reduction program:

N/A

J. Early compliance:

N/A

Sites Outside of Texas:

N/A

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



**IN THE MATTER OF AN
ENFORCEMENT ACTION
CONCERNING
BREAK IT DOWN, L.L.C.
RN107573529**

**§ BEFORE THE
§
§ TEXAS COMMISSION ON
§
§ ENVIRONMENTAL QUALITY**

AGREED ORDER DOCKET NO. 2015-0360-MSW-E

I. JURISDICTION AND STIPULATIONS

On _____, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding Break it Down, L.L.C. ("Respondent") under the authority of TEX. HEALTH & SAFETY CODE ch. 361 and TEX. WATER CODE chs. 7 and 26. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent owns and operates a municipal solid waste ("MSW") recycling facility at 3308 Duke Road in Austin, Travis County, Texas (the "Facility").
2. The Facility involves or involved the management of municipal solid waste as defined in TEX. HEALTH & SAFETY CODE ch. 361.
3. The Executive Director and the Respondent agree that the Commission has jurisdiction to enter this Agreed Order, and that the Respondent is subject to the Commission's jurisdiction.
4. The Respondent received notice of the violations alleged in Section II ("Allegations") on or about February 24, 2015.
5. The occurrence of any violation is in dispute and the entry of this Agreed Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.
6. An administrative penalty in the amount of Two Thousand One Hundred Eighty-Eight Dollars (\$2,188) is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The Respondent has paid One Hundred Three Dollars (\$103)

of the administrative penalty and Four Hundred Thirty-Seven Dollars (\$437) is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Agreed Order. If the Respondent fails to timely and satisfactorily comply with all requirements of this Agreed Order, including the payment schedule, the Executive Director may require the Respondent to pay all or part of the deferred penalty.

The remaining amount of One Thousand Six Hundred Forty-Eight Dollars (\$1,648) of the administrative penalty shall be payable in 16 monthly payments of One Hundred Three Dollars (\$103) each. The next monthly payment shall be paid within 30 days after the effective date of this Agreed Order. The subsequent payments shall each be paid not later than 30 days following the due date of the previous payment until paid in full. If the Respondent fails to timely and satisfactorily comply with the payment requirements of this Agreed Order, the Executive Director may, at the Executive Director's option, accelerate the maturity of the remaining installments, in which event the unpaid balance shall become immediately due and payable without demand or notice. In addition, the failure of the Respondent to meet the payment schedule of this Agreed Order constitutes the failure by the Respondent to timely and satisfactorily comply with all the terms of this Agreed Order.

7. Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.
8. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a).
9. The Executive Director recognizes that the Respondent developed and implemented a fire prevention and suppression plan and submitted it to the local fire prevention authority on February 18, 2015.
10. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Agreed Order.
11. This Agreed Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Agreed Order, whichever is later.
12. The provisions of this Agreed Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Agreed Order unenforceable, the remaining provisions shall be valid and enforceable.

II. ALLEGATIONS

As owner and operator of the Facility, the Respondent is alleged to have:

1. Failed to make available a fire prevention and suppression plan to the local fire prevention authority having jurisdiction over the Facility for review and coordination, in violation of 30 TEX. ADMIN. CODE § 328.5(h), as documented during an investigation conducted on December 9, 2014.
2. Caused, suffered, allowed, or permitted the unauthorized disposal of MSW, in violation of 30 TEX. ADMIN. CODE § 330.15(c) and TEX. WATER CODE § 26.121(a)(1), as documented during an investigation conducted on December 9, 2014. Specifically, drywall was disposed of in a hole from where a petroleum storage tank was removed, and process wastewater was disposed of on the grass in the corner of the lot.

III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

1. It is, therefore, ordered by the TCEQ that the Respondent pay an administrative penalty as set forth in Section I, Paragraph 6 above. The payment of this administrative penalty and the Respondent's compliance with all the terms and conditions set forth in this Agreed Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Administrative penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: Break it Down, L.L.C., Docket No. 2015-0360-MSW-E" to:

Financial Administration Division, Revenue Operations Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

2. It is further ordered that the Respondent shall undertake the following technical requirements:
 - a. Immediately upon the effective date of this Agreed Order, cease disposing any additional MSW and process wastewater at the Facility;
 - b. Within 30 days after the effective date of this Agreed Order, remove all MSW and contaminated soil from the Facility and dispose of it at an authorized facility; and
 - c. Within 45 days after the effective date of this Agreed Order, submit written certification as described below, and include detailed supporting documentation

including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provision Nos. 2.a. and 2.b. The certification shall be notarized by a State of Texas Notary Public and include the following certification language:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification shall be submitted to:

Order Compliance Team
Enforcement Division, MC 149A
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

with a copy to:

Waste Section Manager
Austin Regional Office
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

3. The provisions of this Agreed Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of the Agreed Order to personnel who maintain day-to-day control over the Facility operations referenced in this Agreed Order.
4. If the Respondent fails to comply with any of the Ordering Provisions in this Agreed Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe, the Respondent's failure to comply is not a violation of this Agreed Order. The Respondent shall have the burden of establishing to the Executive Director's satisfaction that such an event has occurred. The Respondent shall notify the Executive Director within seven days after the Respondent becomes aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.
5. The Executive Director may grant an extension of any deadline in this Agreed Order or in any plan, report, or other document submitted pursuant to this Agreed Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director.

6. This Agreed Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Agreed Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.
7. This Agreed Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Agreed Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Agreed Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms "electronic transmission", "owner", "person", "writing", and "written" shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.
8. Under 30 TEX. ADMIN. CODE § 70.10(b), the effective date is the date of hand-delivery of the Order to the Respondent, or three days after the date on which the Commission mails notice of the Order to the Respondent, whichever is earlier.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

For the Commission

For the Executive Director

Date

I, the undersigned, have read and understand the attached Agreed Order. I am authorized to agree to the attached Agreed Order on behalf of the entity indicated below my signature, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's Office of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.



Signature

5/18/15

Date

Jeffrey Paine

Name (Printed or typed)
Authorized Representative of
Break it Down, L.L.C.

Owner

Title

Instructions: Send the original, signed Agreed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Section IV, Paragraph 1 of this Agreed Order.



City Council Regular Meeting
AGENDA ITEM 16

Agenda Item: Discuss and Possibly Act Upon the Compost Facility Proposed to be Operated by Break It Down, LLC Near West Yegua Creek in Lee County, Texas, Including But Not Limited to Retaining Environmental Legal Counsel, and Associated Matters

Meeting Date: December 19, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

As discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

As discussed in Executive Session.