NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, DECEMBER 21, 2017 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS

1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Y. Tate, Jr.

3. Special Recognition

Retirements

- **Freddie Garcia, Street Department 28 Years**
- **Carl Wiesepape, Police Department 29 Years**
- **Cecil Wright, Fire Department 39 Years**

4. Citizens Comments

CONSENT AGENDA

5. Statutory Consent Agenda

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

5-a. Minutes from the November 8, 2017 Special City Council Meeting and November 16, 2017 Regular City Council Meeting **Pages 1-10**

5-b. Ordinance No. O-17-019 on its Second Reading for the Creation of Reinvestment Zone Number 41 Requested by Moser Community Media, LLC for Commercial Tax Phase-In Incentive on a Certain Tract or Parcel of Land Lying and Being Lot 28 and Part of Lot 29 of the Original Town Tract, Being Located at 101 E. Main Street, Brenham, Texas, with Boundaries Further Described in Exhibit "A" of the Ordinance Creating Reinvestment Zone 41, and Designating This Property as Qualifying for Tax Phase-In **Pages 11-25**

5-c. Ordinance No. O-17-020 on its Second Reading Amending the FY2016-17 Adopted Budget **Pages 26-27**

WORK SESSION

6. Presentation and Update on the Brenham Family Park **Pages 28-34**

7. Presentation and Discussion on the Possible Purchase of Approximately 3.0 Acres of Land for a Future Fire Station **Pages 35-36**

REGULAR SESSION

8. Discuss and Possibly Act Upon the Purchase of Approximately 3.0 Acres of Land for a Future Fire Station, Described as Part of the Hiram Lee Survey, A-76, Being a Part of Approximately 271.590 Acres of Land as Outlined in a Development Agreement Between the City of Brenham and Ed. F. Kruse and Authorize the Mayor to Execute Any Necessary Documentation **Page 37**

9. Discuss and Possibly Act Upon Ordinance No. O-17-021 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District of an 8.07 Acre Tract of Land, Being A Portion of the 32.16 Acre Tract of Land Adjacent to Tiaden Lane, Described as R16649 (WCAD), Tract 2 of the Isaac Lee Survey, A77, in Brenham, Washington County, Texas from a Local Business Residential Mixed Use (B-1) District and a Single Family Residential Use (R-1) District to an Industrial Use (I) District **Pages 38-46**

10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing a Variance to Building Setback Requirements, as Outlined in Section 23-22(1) of the City of Brenham's Code of Ordinances, on a Tract of Land Being Described as Residue of Lot 1, Block 1, of the Post Oak Grove Addition, Located at 1303 Simon Avenue in Brenham, Washington County, Texas **Pages 47-60**

11. Discuss and Possibly Act Upon Resolution No. R-17-026 of the City Council of the City of Brenham, Texas, Adopting a Commercial Tax Phase-In Agreement with Moser Community Media, LLC **Pages 61-100**

12. **Discuss and Possibly Act Upon a Vocational Work Contract Between the City of Brenham and Texas Health and Human Services Commission (HHSC) for Document Destruction, Janitorial and Litter Management Services at Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 101-109**

13. **Discuss and Possibly Act Upon Resolution No. R-17-027 Regarding the Election of Members to the Board of Directors of the Washington County Appraisal District** **Pages 110-114**

14. **Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Advisory Boards** **Pages 115-116**

15. **Administrative/Elected Officials Report**

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

Adjourn

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

CERTIFICATION

I certify that a copy of the December 21, 2017 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on December 18, 2017 at **12:35 PM**.

Kacey A. Weiss, TRMC
Deputy City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2017 at _____ AM PM.

_____ _____
Signature Title

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on November 8, 2017 beginning at 8:00 a.m. in the Brenham City Hall, Conference Room 2A, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

Mike Tanner with Strategic Government Resources

Citizens present:

None

Media Present:

None

1. Call Meeting to Order

Council adjourned into Executive Session at 8:07 a.m.

EXECUTIVE SESSION

2. Section 551.074 – Texas Government Code – Personnel Matters – Discussion Regarding the Evaluation and Interviews of the Final Candidates for the Position of City Manager

DRAFT

Executive Session adjourned at 3:22 p.m.

The meeting was adjourned.

_____
Milton Y. Tate, Jr.
Mayor

_____
Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on November 16, 2017 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

Councilmember Weldon Williams, Jr.

Others present:

City Manager Terry Roberts, Assistant City Manager of General Government Ryan Rapelye, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Human Resources Director Susan Nienstedt, Director of Community Services Wende Ragonis, Andria Heiges, Jennifer Eckermann, Assistant Fire Chief Brian Scheffer, Police Chief Craig Goodman, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Debbie Gaffey, Kim Hodde, City Engineer Lori Lakatos and Todd Ashorn

Citizens present:

Joyce Ruley, Karla Elms, Jenifer Elms, Kendall Prinz, Lynn Prinz, Elizabeth Prinz, Amy Lagona, Emma Lagona, Page Michel, Bircher Family, Kaylee Gibson, Jennifer VanWoert, Hal Moorman, David Bockhorn, Tiffany Morisak, Melody Reynolds, Rachel Carroll, Lisa Wix and Jenny Mills

Media Present:

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

1. Call Meeting to Order

DRAFT

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

3. Proclamation

- **National American Indian Month**

4. Special Recognition

- **Nancy Carol Roberts Memorial Library Teen Writing Contest Winners**
- **Texas Downtown Association's President Awards**

5. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

6. Statutory Consent Agenda

6-a. Minutes from the October 12, 2017 City Council Meeting

6-b. Ordinance No. O-17-018 on Its Second Reading Providing for an Increase in Retirement Annuities in the Texas Municipal Retirement System Effective January 1, 2018

A motion was made by Councilmember Herring and seconded by Councilmember Pyle to approve the Statutory Consent Agenda Items 6-a. and 6-b. as presented.

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

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

DRAFT

WORK SESSION

7. Presentation of the Fourth Quarter Report by the Washington County Convention and Visitors Bureau

Jenny Mills with the Washington County Convention and Visitors Bureau presented this item. Mills focused on the highlights featured in the Awareness Reports for July – September 2017, pointing out the visitor statistics, major tourism events, advertising placements and editorial coverage.

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

Page Michel, President of the Brenham Economic Development Foundation presented this item. Michel explained that the Tax Phase-In Compliance Review Committee meets every year to review all of the current tax phase-in recipients who were granted the incentive to ensure that value creation and employment & payroll criteria are being met.

Michel stated that this year, the Committee reviewed the following companies for compliance: Advanced Data Storage, Stanpac, Blue Bell Creameries, QuestSpecialty, Valmont Industries, Longwood Elastomers, MIC Group, Brazos Valley Brewing Company, PPE/GSL and Tempur Sealy. She noted that the Committee has verified that all ten companies are in compliance with the criteria set forth in the Tax Phase-In Policy.

9. Discussion and Update on the Annual Spring Clean Up Event Held at the City of Brenham's Citizens Collection Station

Public Works Director Dane Rau presented this item. Rau explained that over the last few years, Staff has evaluated the impact that the annual spring cleanups have on the sanitation facilities and operations. Rau stated the City of Brenham has been offering both the City and County residents "free" cleanup days in late March and April. Rau noted that these cleanups, although ideal for the residents of both the City and County, are putting a large burden on sanitation staff and the operations of the Collection and Transfer Stations. Rau advised the biggest issue that staff sees is the shear amount of waste that is coming in and how much of a burden it puts on the facility, while also trying to manage daily duties.

Rau explained that he has thought of two options. The first would still be consistent with hosting the 3-day event but instead of being completely "Free" it would allow each resident the first 500 pounds free and then anything over 500 pounds would be charged at the normal rate. Rau advised the second option could be to offer discount days to cut the rates in half, going from the normal rate of $90/ton to $45/ton for all residents during those 3 day events. Rau stated this would give residents an opportunity to dispose of unwanted waste at half the rate.

DRAFT

After further discussion, Mayor Tate advised staff to meet with the utilities sub-committee of Council to discuss all the options. It was the consensus of the Council that the sub-committee would have the final decision about how best to handle spring clean-up in the future.

REGULAR SESSION

10. Discuss and Possibly Act Upon the Purchase of a Discharge Spreader Truck for the City of Brenham's Water Treatment Plant Through the National Joint Powers Alliance Cooperative and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle explained that during the budget process, Council approved the purchase of a new discharge spreader truck for the Water Treatment Plant. Ogle stated this truck will be used to deliver and spread sludge to the city's landfill on Old Navasota Road. Ogle advised this will replace Unit 229, a 1999 model which will be sold on GovDeals.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve the purchase of a 2018 International 7400 Discharge Spreader Truck for the City of Brenham's Water Treatment Plant from Herrmann International, in the amount of $171,000.00 and authorize the Mayor to execute any necessary documentation.

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

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

11. Discuss and Possibly Act Upon an Equipment Financing Proposal with Bank of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller explained that this is a companion item for the financing of capital equipment as presented by Lowell Ogle, Assistant City Manager-Public Utilities. Miller advised the FY17-18 adopted budget included the lease purchase of a Sludge Spreader Truck by the Water Department. Miller stated equipment financing proposals regarding the procurement of this equipment were received from Bancorp South, Bank of Brenham and JPMorgan Chase.

A motion was made by Councilmember Pyle and seconded by Councilmember Herring to approve the equipment financing proposal from Bank of Brenham for 5 years at an interest rate of 2.50% with annual payments of principal and interest, each in arrears, equal to $36,808.66 beginning one year from the date of funding.

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

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

12. Discuss and Possibly Act Upon an Amendment to the Lease Agreement Between the City of Brenham and Roy Burger (dba RB Film Productions) for the Lease of Approximately 108.9 Acres of the Old Landfill Property and Authorize the Mayor to Execute Any Necessary Documentation

Director of Community Services Wende Ragonis presented this item. Ragonis explained that in an effort to support the efforts of many in the community to produce a feature film of "The Burning of Brenham", in 2016 the City of Brenham agreed to allow set building and filming on City owned property previously utilized as a landfill site. Ragonis explained that Mr. Burger is now requesting an amendment to the original lease to allow him more time to complete the movie. The amendment will be for a 10 year lease with the condition that site work and/or filming start within two years and continue throughout the term of the lease. The Council also asked that language be added to the amendment that will require Mr. Burger to provide the City with periodic updates on the various activities taking place on the property.

A motion was made by Councilmember Cantey and seconded by Councilmember Pyle to approve an Amendment to the Lease Agreement between the City of Brenham and Roy Burger (d/b/a RB Film Productions) for the lease of approximately 108.9 acres of the Old Landfill Property and authorize the Mayor to execute any necessary documentation.

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

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

13. Discuss and Possibly Act Upon a Ground Space Lease Agreement with John B. Schaer, III for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Planning Technician Kim Hodde presented this item. Hodde explained that John B. Schaer, III would like to construct a new 60x60 hangar on the south side of the new nested T-hangars. Hodde advised Mr. Schaer's total lease space will be 7,200 square feet. Hodde stated this lease agreement is the standard ground space lease for .08 cents per square foot.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve a Ground Space Lease Agreement with John B. Schaer, III for hangar space at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.

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

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

14. Discuss and Possibly Act Upon a Request for a Noise Variance from St. Mary's Immaculate Conception Catholic Church for a Fundraiser to be Held on November 19, 2017 from 8:00 a.m. – 5:00 p.m. at 701 Church Street and Authorize the Mayor to Execute Any Necessary Documentation

Deputy City Secretary Kacey Weiss presented this item. Weiss explained that they will be using a sound amplification system for the D.J.

A motion was made by Councilmember Herring and seconded by Councilmember Pyle to approve a noise variance from St. Mary's Immaculate Conception Catholic Church for a fundraiser to be held on November 19, 2017 from 8:00 a.m. – 5:00 p.m. at 701 Church Street and authorize the Mayor to execute any necessary documentation.

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

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

DRAFT

15. Discuss and Possibly Act Upon Resolution No. R-17-023 Nominating Candidates for Election to the Washington County Appraisal District Board of Directors

City Manager Terry Roberts presented this item. Roberts explained that the governing body of the Washington County Appraisal District is nominated and appointed by the governing bodies that levy and collect a property tax. Roberts advised that Chief Appraiser Willy Dilworth has provided information on the process and reported on the status of the five current board members. The current five members are: John Schaer, Charles Gaskamp, Johanna Fatheree, Leslie Boehnemann, Jr., and Delton Koerth. Roberts stated each of these board members except Mr. Koerth has indicated a willingness to serve an additional two-year term.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve Resolution No. R-17-023 nominating John Schaer, Charles Gaskamp, Johanna Fatheree, and Leslie Boehnemann, Jr. to serve on the Washington County Appraisal District Board of Directors.

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

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

16. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Steam cleaning of City Hall is being done to seal the exterior walls
- As scheduled, there will be a Council meeting on January 4th

Council adjourned into Executive Session at 2:10 p.m.

EXECUTIVE SESSION

17. Section 551.074 – Texas Government Code – Personnel Matters – Discussion Regarding the Evaluation of Candidates for the Position of City Manager

Executive Session adjourned at 3:24 p.m.

DRAFT

RE-OPEN REGULAR SESSION

The meeting was adjourned.

_____
Milton Y. Tate, Jr.
Mayor

_____
Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

ORDINANCE NO. O-17-019

AN ORDINANCE DESIGNATING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING LOT 28 AND PART OF LOT 29 OF THE ORIGINAL TOWN TRACT OF THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN DEED DATED MAY 1, 2015, EXECUTED BY ATRIUM INVESTORS TO MOSER COMMUNITY MEDIA, LLC, RECORDED IN VOLUME 1506, PAGE 726, OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS AND FURTHER BEING THE SAME PROPERTY DESCRIBED IN DEED DATED TO BE EFFECTIVE MAY 1, 2015, EXECUTED BY LIEBE KINDER II LIMITED PARTNERSHIP TO MOSER COMMUNITY MEDIA, LLC, RECORDED IN VOLUME 1506, PAGE 740, OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, SAID PROPERTY BEING LOCATED AT 101 E. MAIN STREET, BRENHAM, TEXAS, AND SAID PROPERTY BOUNDARIES BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, AS REINVESTMENT ZONE NUMBER FORTY-ONE FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS AS PROVIDED IN CHAPTER 312, TEXAS TAX CODE; ESTABLISHING THE NUMBER OF YEARS FOR THE ZONE, AUTHORIZING AN AGREEMENT FOR EXEMPTION FROM TAXATION THE INCREASE IN VALUE OF CERTAIN PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, on the 7th day of December 2017, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Forty-One. The notice of such hearing was published on November 30, 2017, such date being not later than the seventh day before the date of the public hearing; and

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

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

WHEREAS, the designation of the proposed reinvestment zone is consistent with the City's policies adopted by Council Resolution No. R-16-008 on the 18th day of February, 2016, and will benefit the land included within the Reinvestment Zone after the expiration of the Agreement; and

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

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

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

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

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

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

b) That the City has jurisdiction to hold and conduct said public hearing on the creation of the proposed reinvestment zone pursuant to the Act; and

c) That creation of the proposed reinvestment zone with boundaries described herein will result in improvements made after the passage of this Ordinance and the execution of tax phase-in agreements, that are feasible and practical and will benefit the City, its residents and property owners in the reinvestment zone; and

d) That the proposed designation will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investments to the zone that would be a benefit to the property and contribute to economic development of the City.

Section 3. That the City hereby creates Reinvestment Zone Number Forty-One, designated as all of that certain tract or parcel of land lying and being Lot 28 and part of Lot 29 of the Original Town Tract of the City of Brenham, Washington County, Texas, and being the same property described in deed dated May 1, 2015, executed by Atrium Investors to Moser Community Media, LLC, recorded in Volume 1506, Page 726, Official Records of Washington County, Texas and further being the same property described in deed dated to be effective May 1, 2015, executed by Liebe Kinder II Limited Partnership to Moser Community Media, LLC, recorded in Volume 1506, Page 740, Official Records of Washington County, Texas, said property being located at 101 E. Main Street, Brenham, Texas, and said property boundaries being more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes, and such reinvestment zone shall hereafter be identified as Reinvestment Zone Number Forty-One for Commercial Tax Phase-In, City of Brenham, Texas.

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

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

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

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

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

PASSED AND APPROVED, on its first reading this the ____ day of December, 2017.

PASSED AND APPROVED, on its second reading this the ___ day of December, 2017.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

BOOK 1506 PAGE 0726 **Exhibit A** BOOK 1503 PAGE 0757

DOCUMENT BEING REFILED TO CORRECT LEGAL DESCRIPTION AS SHOWN ON EXHIBIT "A"

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

2231

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

2768

DATE: May 1, 2015

GRANTOR: ATRIUM INVESTORS, a Texas general partnership
306 Cedar Circle
Brenham, Washington County, Texas 77833

GRANTEE: MOSER COMMUNITY MEDIA, L.L.C., a Texas limited liability company
105 East Main Street, Suite 109A
Brenham, Washington County, Texas 77833

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration, and the further consideration of a note of even date herewith that is in the principal amount of TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($280,000.00) and is executed by Grantee, payable to the order of ATRIUM INVESTORS, a Texas general partnership. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of ATRIUM INVESTORS, a Texas general partnership and by a first lien deed of trust of even date herewith from Grantee to WENDY J. YATES, Trustee.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

All that certain tract or parcel of land, lying and being Lot 28 and a part of Lot 29 of the Original Town Tract of the City of Brenham, Washington County, Texas, containing 4,158 square feet of land, more or less, and being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Being the same property described in Deed dated December 28, 2005, executed by Geneva L. Tonn to Atrium Investors, recorded in Volume 1188, Page 806, Official Records of Washington County, Texas.

RESERVATIONS FROM CONVEYANCE: NONE

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. The rights of the public to area of Property located within the public road/roadway.

2. Such presently valid and subsisting easements, if any, to which the Property is subject as may be actually located upon the ground, which are not of record.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

UNOFFICIAL

4. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records and pertaining to the Property.

5. Rights of tenants and parties in possession of the Property.

Grantor, for the consideration, receipt of which is hereby acknowledged, and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED.

THE PROPERTY IS BEING CONVEYED TO GRANTEE IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. GRANTOR MAKES NO WARRANTY OF CONDITION, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE FIXTURES AND PERSONAL PROPERTY. ALL WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED, ARE DISCLAIMED.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE IS NOT RELYING ON ANY INFORMATION OR DISCLOSURES PROVIDED BY GRANTOR.

ATRIUM INVESTORS, a Texas general partnership

By: Henry J. Boehm, Jr., M. D., Partner
HENRY J. BOEHM, JR., M.D., Partner

By: B & L ENTERPRISES, a Texas general partnership, Partner

By: Henry J. Boehm Jr., M. D., Partner
HENRY J. BOEHM, JR., M.D., Partner

SIGNATURE AND ACKNOWLEDGMENT PAGE OF SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

By: Doris Ann Lehmann
DORIS ANN LEHMANN, as Independent Executrix of the Estate of Edmund R. Lehmann, Deceased, Partner

By: Theodora Carter Vanderwerth Boehm
THEODORA CARTER VANDERWERTH BOEHM, Partner

By: Doris Ann Lehmann
DORIS ANN LEHMANN, Partner

Theodora Carter Vanderwerth Boehm
THEODORA CARTER VANDERWERTH BOEHM, individually

Doris Ann Lehmann
DORIS ANN LEHMANN, individually

Grantee has joined in the execution of this Special Warranty Deed with Vendor's Lien to acknowledge Grantee's acceptance of the Property in accordance with the terms and conditions herein contained.

MOSER COMMUNITY MEDIA, L.L.C., a Texas limited liability company

By: _____
JAMES E. MOSER, Managing Member

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on May 1, 2015, by HENRY J. BOEHM, JR., M.D., in the capacities stated therein.

CHRISTOPHER P. CANGELOSI
Notary Public, State of Texas
My Commission Expires 01-07-2018

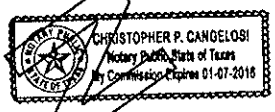
Notary Public, State of TEXAS

UNOFFICIAL

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on May 1, 2015, by THEODORA CARTER VANDERWERTH BOEHM, in the capacities stated therein.

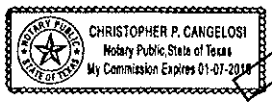


Notary Public, State of TEXAS

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on May 1, 2015, by DORIS ANN LEHMANN, in the capacities stated therein.

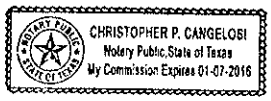


Notary Public, State of TEXAS

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on May 1, 2015, by JAMES E. MOSER, Managing Member of MOSER COMMUNITY MEDIA, L.L.C., a Texas limited liability company on behalf of and as the act and deed of said limited liability company.



Notary Public, State of TEXAS

AFTER RECORDING, RETURN TO:
WASHINGTON COUNTY ABSTRACT COMPANY
211 East Main
P. O. Box 1808
Brenham, Texas 77834
Telephone (979) 277-9229
Telefax (979) 277-9421

UNOFFICIAL

UNOFFICIAL DOCUMENT

EXHIBIT "A"

STATE OF TEXAS §
COUNTY OF WASHINGTON §

ALL THAT CERTAIN TRACT or parcel of land lying and being situated in the City of Brenham in the [illegible] Harrington Survey, Abstract 55, Washington County, Texas and being comprised of Original Town Tract (O.T.T.), Lots 25, 26, [illegible] 29B, 30 and a 12' alley, less and except a strip of land said to measure 1.85' X 23.50' conveyed to Jim Plummer, et al, described in Volume 387, Page 781, Washington County Deed Records (W.C.D.R.), and being the same property conveyed to Atwin Investors as recorded in Volume 691, Page 131, Official Records of Washington County (O.R.W.C.) and more particularly described by metes and bounds as follows:

BEGINNING at a point in the north boundary of Main Street in a building seam at the apparent southwest corner of Lot 2[illegible] said point also being the southeast corner of a tract said to be comprised of Lots 29[illegible] 29A and a portion of a 12' alley conveyed to E. G. Tonn, et ux, in Volume 493, Page [illegible] O.R.W.C.;

THENCE along the apparent common line between two buildings N 13°44'00" W, 132.00' to a point in the south boundary of Vulcan Street in the edge of a brick wall at the apparent northwest corner of Lot 29B;

THENCE along the south boundary of Vulcan Street N [illegible]°00'00" E, 89.12' to a point in the end of a brick wall at the apparent northeast corner of Lot 30, said point being the northwest corner of a tract said to be comprised of Lots 23, [illegible] 31A, 31B and a portion of a 12' alley conveyed to Stone Abstract Company in Volume 337, Page 529, W.C.D.R.;

THENCE with the apparent common line between the Stone Abstract Company tract and the herein described tract S 12°59'06" E, 108.80' to a point being the apparent northeast corner of the previously mentioned 1.85' X 23.50 strip;

THENCE S [illegible]7°00'00" W, 1.85' to the apparent northwest corner of said strip;

THENCE along the apparent southwest line of said strip S 12°59'06" E, 23.50' to a point in the north boundary of Main Street at a building seam;

THENCE along the north boundary of Main Street generally following the edge of a brick building S 77° 00' 00" W (Reference Bearing), 85.54' to the Place of Beginning and containing 11,606 square feet.

STATE OF TEXAS
COUNTY OF WASHINGTON

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

MAY - 4 2015

Beth A. Rothermel

Beth Rothermel, County Clerk
Washington County, Texas

FILED FOR RECORD
WASHINGTON COUNTY, TEXAS
2015 MAY -1 PM 3:30
Beth A. Rothermel
WASHINGTON COUNTY CLERK

EXHIBIT "A"

Being Lot 28 and part of Lot 29 of the Original Town Tract of the City of Brenham, Texas, described by metes and bounds as follows:

BEGINNING at the intersection of the north line of East Main Street with the east line of North Park Street;

THENCE, N 13° W with the east line of North Park Street at 60 ft. to the south line of a closed alley at 72 ft. of the north line of a closed alley at 132 ft., corner in the south line of Vulcan Street;

THENCE, N 77° E 31.5 ft. to corner and the west line of the N.F. Hohlt Company lot;

THENCE, S 13° E with the west line of N.F. Hohlt Company lot at 60 ft. at the north line of a closed alley at 72 ft. of the south line of a closed alley at 132 ft. to corner and the north line of East Main Street;

THENCE, S 77° W 31.5 ft. with the north line of East Main Street to the point or place of beginning containing 4,158 sq. ft. of land.

The above is the same property described in a deed from Emma England, et al, to Ella Weimann, et al, dated July 30, 1946 and recorded in Vol. 149, Page 251, Deed Records, Washington County, Texas to which reference is had and made.

UNOFFICIAL

FILED FOR RECORD
WASHINGTON COUNTY, TEXAS
2015 JUN -1 PM 3:47
Beth A. Rothermel
WASHINGTON COUNTY CLERK

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on JUN - 2 2015

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

DOCUMENT BEING REFILED TO CORRECT LEGAL DESCRIPTION AS SHOWN ONEXHIBIT "A"

BOOK 1506 PAGE 0147

BOOK 1506 PAGE 0740

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

SPECIAL WARRANTY DEED

2682

2770

DATE: Effective May 1, 2015

GRANTOR: LIEBE KINDER II LIMITED PARTNERSHIP, a Texas limited partnership, as a Partner of B & L Enterprises, a Texas general partnership, as a Partner of Atrium Investors, a Texas general partnership
301 Cedar Circle
Brenham, Washington County, Texas 77833

GRANTEE: MOSER COMMUNITY MEDIA, L.L.C., a Texas limited liability company
105 East Main Street, Suite 109A
Brenham, Washington County, Texas 77833

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.

PROPERTY (including any improvements):

All that certain tract or parcel of land, lying and being Lot 28 and a part of Lot 29 of the Original Town Tract of the City of Brenham, Washington County, Texas, containing 4,158 square feet of land, more or less, and being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Being the same property described in Deed dated May 1, 2015, from Atrium Investors, a Texas general partnership to Moser Community Media, L.L.C., a Texas limited liability company, recorded in Book 1503, Page 0757, Official Records of Washington County, Texas.

RESERVATIONS FROM CONVEYANCE: None

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. The rights of the public to area of Property located within the public road/roadway.

2. Such presently valid and subsisting easements, if any, to which the Property is subject as may be actually located upon the ground, which are not of record.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

UNOFFICIAL

4. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records and pertaining to the Property.

5. Rights of tenants and parties in possession of the Property.

Grantor, for the Consideration, receipt of which is hereby acknowledged, and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee, the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED.

THE PROPERTY IS BEING CONVEYED TO GRANTEE IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. GRANTOR MAKES NO WARRANTY OF CONDITION, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE FIXTURES AND PERSONAL PROPERTY. ALL WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED, ARE DISCLAIMED.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE IS NOT RELYING ON ANY INFORMATION OR DISCLOSURES PROVIDED BY GRANTOR.

LIEBE KINDER II LIMITED PARTNERSHIP, a Texas limited partnership, as a Partner of B & L Enterprises, a Texas general partnership, as a Partner of Atrium Investors, a Texas general partnership

By: LIEBE KINDER GROUP, LLC, a Texas limited liability company, as General Partner of Liebe Kinder II Limited Partnership

By: Henry J. Boehm, Jr., M.D.
HENRY J. BOEHM, JR., M.D., Manager Manager.

By: Theodora V. Boehm
THEODORA V. BOEHM, Manager

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on May 20, 2015, by HENRY J. BOEHM, JR., M.D., Manager of LIEBE KINDER GROUP, LLC, a Texas limited liability company, General Partner of LIEBE KINDER II LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of and as the act and deed of said limited liability company in its capacity as General Partner of Liebe Kinder II Limited Partnership in its capacities stated therein.

CHRISTOPHER R. CARGELOSI
Notary Public, State of Texas
My Commission Expires 01-07-2018

Notary Public, State of TEXAS

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on May 15, 2015, by THEODORA V. BOEHM, Manager of LIEBE KINDER GROUP, LLC, a Texas limited liability company, General Partner of LIEBE KINDER II LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of and as the act and deed of said limited liability company in its capacity as General Partner of Liebe Kinder II Limited Partnership in its capacities stated therein.

ALISON K. AKERS
Notary Public, State of Texas
My Comm. Expires 09-21-2017

Notary Public, State of TEXAS

UNOFFICIAL

AFTER RECORDING, RETURN TO:
WASHINGTON COUNTY ABSTRACT COMPANY
211 East Main
P. O. Box 1808
Brenham, Texas 77834
Telephone (979) 277-9229
Telefax (979) 277-9421

STATE OF TEXAS §
COUNTY OF WASHINGTON §

ALL THAT CERTAIN TRACT or parcel of land lying and being situated in the City of Brenham in the A. Harrington Survey, Abstract 55, Washington County, Texas and being comprised of Original Town Tract (O.T.T.), Lots 25, 26, 27, 29B, 30 and 31½ all (less) and except a strip of land said to measure 1.85' X 23.50' conveyed to Jim Plum[illegible] et al, described in Volume 387, Page 781, Washington County Deed Records (W.C.D.R.) and being the same property conveyed to Atrium Investors as recorded in Volume 69[illegible] Page 131, Official Records of Washington County (O.R.W.C.) and more particularly described by metes and bounds as follows:

BEGINNING at a point in the north boundary of Main Street in a building seam at the apparent southwest corner of Lot 27, said point also being the southeast corner of a tract said to be comprised of Lots 28 and 29A and a portion of a 12' alley conveyed to E. G. Tonn, et ux, in Volume 183, Page 99, O.R.W.C.;

THENCE along the apparent common line between said buildings N 13°44'00" W, 132.00' to a point in the south boundary of Vulcan Street in the edge of a brick wall at the apparent northwest corner of Lot 27;

THENCE along the south boundary of Vulcan Street N 77°00'00" E, 89.12' to a point in the end of a brick wall at the apparent northeast corner of Lot 30, said point being the northwest corner of a tract said to be comprised of Lots 23, 24, 31A, 31B and a portion of a 12' alley conveyed to Stone Abstract Company in Volume 337, Page 529, W.C.D.R.;

THENCE with the apparent common line between the Stone Abstract Company tract and the herein described tract S 12°59'06" E, 108.50' to a point being the apparent northeast corner of the previously mentioned 1.85' X 23.50 strip;

THENCE S 77°00'00" W, 1.85' to the apparent northwest corner of said strip;

THENCE along the apparent southwest line of said strip S 12°59'06" E, 23.50' to a point in the north boundary of Main Street at a building seam;

THENCE along the north boundary of Main Street generally following the edge of a brick building S 77° 00' 00" W (Reference Bearing), 85.54' to the Place of Beginning and containing 11,606 square feet.

UNOFFICIAL

STATE OF TEXAS
COUNTY OF WASHINGTON

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

MAY 29 2015

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

Beth A. Rothermel
WASHINGTON COUNTY CLERK

2015 MAY 28 PM 3:33
FILED FOR RECORD
WASHINGTON COUNTY, TEXAS

EXHIBIT "A"

Being Lot 28 and part of Lot 29 of the Original Town Tract of the City of Brenham, Texas, described by metes and bounds as follows:

BEGINNING at the intersection of the north line of East Main Street with the east line of North Park Street;

THENCE, N 13° W with the east line of North Park Street at 60 ft. to the south line of a closed alley at 72 ft. of the north line of a closed alley at 132 ft., corner in the south line of Vulcan Street;

THENCE, N 77° E 31.5 ft. to corner and the west line of the M.F. Mohlt Company lot;

THENCE, S 13° E with the west line of M.F. Mohlt Company lot at 60 ft. at the north line of a closed alley at 72 ft. of the south line of a closed alley at 132 ft. to corner and the north line of East Main Street;

THENCE, S 77° W 31.5 ft. with the north line of East Main Street to the point or place of beginning containing 4,158 sq. ft. of land.

The above is the same property described in a deed from Emma England, et al, to Ella Heimann, et al, dated July 30, 1946 and recorded in Vol. 149, Page 251, Deed Records, Washington County, Texas to which reference is had and made.

UNOFFICIAL

FILED FOR RECORD
WASHINGTON COUNTY, TEXAS
2015 JUN -1 PM 3:49
Beth A. Rothermel
WASHINGTON COUNTY CLERK

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on JUN - 2 2015

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

ORDINANCE NO. O-17-020

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2016-17 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2017, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2016-17 Budget for municipal purposes;

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

SECTION 1.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2017, as shown on Exhibit A.

SECTION II.

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

PASSED and APPROVED on its first reading this the ____ day of December, 2017.

PASSED and APPROVED on its second reading this the ____ day of December, 2017.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

CITY OF BRENHAM
EXHIBIT A
AMENDMENT NUMBER 1
FISCAL YEAR 09-30-17

REVENUES (INC) DEC	General Fund	Electric Fund	Electric WPC Fund	Gas Fund	Gas WPC Fund	Wastewater Fund	Hotel Occupancy Tax Fund	County Hotel Occupancy Tax Fund	Capital Leases Fund	2014 Capital Projects Fund	Emergency Mgmt Fund	FEMA Disaster Relief Fund	Donations Fund	Parks Capital Improvements Fund	Equipment Fund	Streets & Drainage Fund	BCDC Fund	BCDC Capital Projects Fund	TOTAL
City Sales Tax Revenue	(211,088)																		(211,088)
Permit Revenue	(48,922)																		(48,922)
Insurance Proceeds from Fire Department Engine 1	(46,197)																		(46,197)
Gov Deals Online Auction Revenue	(62,347)																		(62,347)
Court Fees Revenue	67,639																		67,639
Electric Revenue		20,131,807	(20,131,807)																-
Electric PCRF		(4,133,628)	4,133,628																-
Gas Revenue				3,032,203	(3,032,203)														-
Gas Cost Adjustment				(952,088)	952,088														-
Grant Revenue - Library										(14,074)									(14,074)
FEMA Reimbursement												(155,430)							(155,430)
Insurance Proceeds-Storm Related Damages												(84,261)							(84,261)
Donations - Library													(45,000)						(45,000)
Donations - Animal Shelter													(11,000)						(11,000)
Donations - Aquatics													(12,000)						(12,000)
TOTAL BUDGETED REVENUES	(300,915)	15,998,179	(15,998,179)	2,080,115	(2,080,115)	-	-	-	-	(14,074)	-	(239,691)	(68,000)	-	-	-	-	-	(622,680)
EXPENDITURES INC (DEC)																			
Electric Purchase/Base Costs		(15,899,120)	15,899,120																-
Electric System LCRA Fee		(2,400)	2,400																-
Gas Purchase/Base Costs				(2,059,520)	2,059,520														-
FEMA Eligible Storm Related Expenses												505,245							505,245
Scoreboard at Aquatic Center														12,000					12,000
Westwood Lane	50,000																		50,000
Douglas St Linear Park Convertible Street Project	(15,000)													15,000					-
Oasis Pipeline					249,046														249,046
Repair Flood Damage at Wastewater Plant						136,408													136,408
Relocate Munz & Ralston Creek Lift Stations						33,574													33,574
Bar Screen						49,900													49,900
Additional HOT Funded Expeditures								68,555											68,555
Library Furniture									410,627										410,627
Street & Maintenance Capital Equipment Purchases									948,673										948,673
Industrial Park Land Purchase																	888,373		888,373
Detention Pond Design																	40,074		40,074
Planning and Design of Kruse Family Park																		32,493	32,493
General Fund Departmental Expenses	(446,330)																		(446,330)
TOTAL BUDGETED EXPENDITURES	(411,330)	(15,901,520)	15,901,520	(2,059,520)	2,308,566	219,882	-	68,555	1,359,300	-	-	505,245	-	27,000	-	-	928,447	32,493	2,978,638
BUDGETED TRANSFERS																			
Transfer from Donations Fund to Parks Capital Improvement Fund													12,000	(12,000)					-
BCDC Transfer for Douglas St. Linear Park Project	15,000													(15,000)					-
Lease Proceeds									(949,333)										(949,333)
Loan Proceeds-BCDC																	(500,000)		(500,000)
Transfer from BCDC Fund to BCDC Capital Fund																	46,442	(46,442)	-
Bond Proceeds	(1,287,454)																		(1,287,454)
Transfer from Emergency Management Grant Fund to General Fund	(13,523)										13,523								-
Transfer from Parks Capital Improvements Fund to General Fund	2,018													(2,018)					-
Transfer from General Fund to Equipment Fund for FY18 Capital Expenditures	684,980														(684,980)				-
Transfer from General Fund to Streets & Drainage Fund	900,000															(900,000)			-
Additional HOT funding for Wayfinding Signage							50,000								(50,000)				-
Transfer from 2014 Capital Projects Fund to Donations Fund										139,096			(139,096)						-
Transfer from Donations Fund to Equipment Fund													10,000		(10,000)				-
TOTAL BUDGETED TRANSFERS	301,021	-	-	-	-	-	50,000	-	(949,333)	139,096	13,523	-	(117,096)	(29,018)	(744,980)	(900,000)	(453,558)	(46,442)	(2,736,787)
CHANGE IN BUDGETED FUND BALANCE (INC) DEC	$ (411,224)	$ 96,659	$ (96,659)	$ 20,595	$ 228,451	$ 219,882	$ 50,000	$ 68,555	$ 409,967	$ 125,022	$ 13,523	$ 265,554	$ (185,096)	$ (2,018)	$ (744,980)	$ (900,000)	$ 474,889	$ (13,949)	$ (380,829)

AGENDA ITEM 6

DATE OF MEETING: 12/21/17	**DATE SUBMITTED:** 12/15/17
DEPT. OF ORIGIN: Public Works	**SUBMITTED BY:** Dane Rau

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

AGENDA ITEM DESCRIPTION: Presentation and Update on the Brenham Family Park

SUMMARY STATEMENT: On October 24th, the joint task force of the Brenham Community Development Corporation (BCDC) and the Parks Advisory Board met with Jones-Carter representatives to go over the Brenham Family Park Master Plan. This sub-committee was established in the Spring of 2017, to study and plan for the development of the Brenham Family Park. As you know, the Brenham Family Park was donated to the City of Brenham by Ed and Evelyn Kruse in December of 2013. This future park site is 106.79 acres and is located on the southern side of the City. The proposed Park Master Plan, created by Jones-Carter is an initial site plan that involves many moving parts. City staff along with Jones-Carter were able to break the park into recommended construction phases and as funds become available, it will dictate the timeliness of the completed phases if council so desires.

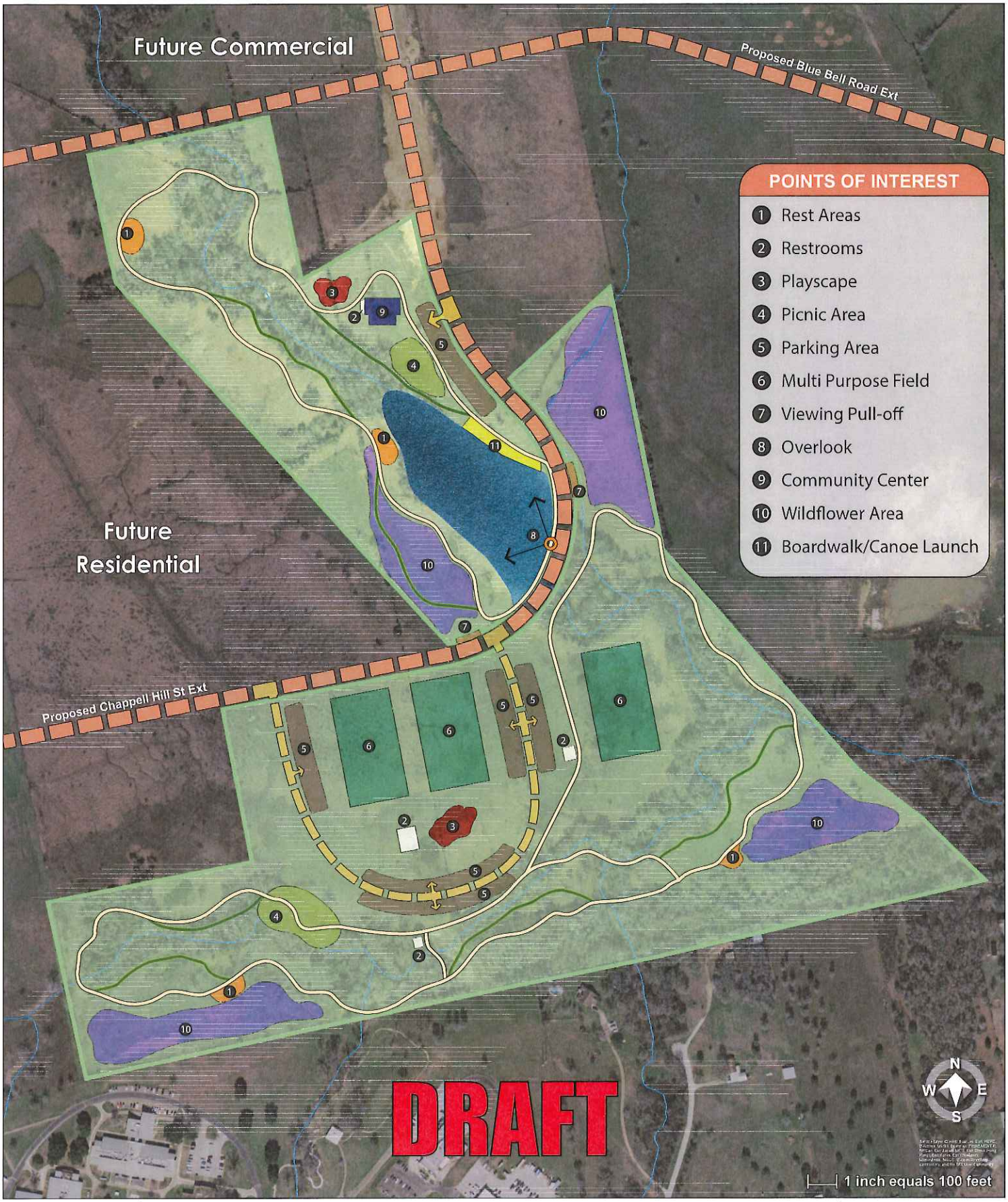
A complete "Park System Needs Assessment" was documented in the 2015-2025 Parks, Recreation and Open Spaces Master Plan. In that Plan, the initial phase of the Brenham Family Park was earmarked to be funded in budget years 2018-2020 if all parties agree. This new park development will incorporate the many desires of the community, which were documented during the master planning process in Chapter 5: Needs Assessment and Identification.

We would like to share the park concept with the Council and the initial costs estimates. We would also like to get direction from council regarding the timeliness of moving forward or shelving the master plan for a later date. If there is interest in moving forward at this time we will work on a funding plan to bring back to Council with the construction of the first Phase along with expected O&M costs for the phases. If this direction is given, staff will look for all grant opportunities through TP&W and other agencies to help fund this park.

The 4-acre lake structure/detention pond will move forward in the Fall of 2018 with or without park development. This item is needed prior to development on private tracts off of S. Chappell Hill St. BCDC and the Kruse family already set these funds aside.

Jones and Carter staff members will be present to answer, questions, and speak about the Master Planning Process.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): **A. PROS:** Awesome donation of dedicate parkland for future generations. **B. CONS:** Will require significant funds to complete but with help from BCDC, Grant Programs and possible future donors this park can become a reality.
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Preliminary Park Layout; (2) Preliminary Layout of Phases 1-3; and (3) Preliminary Park Costs (Can be changed a lot of different ways)
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Discussion only
APPROVALS: Ryan Rapelye



BRENHAM FAMILY PARK PLAN

WASHINGTON COUNTY, TEXAS

LEGEND

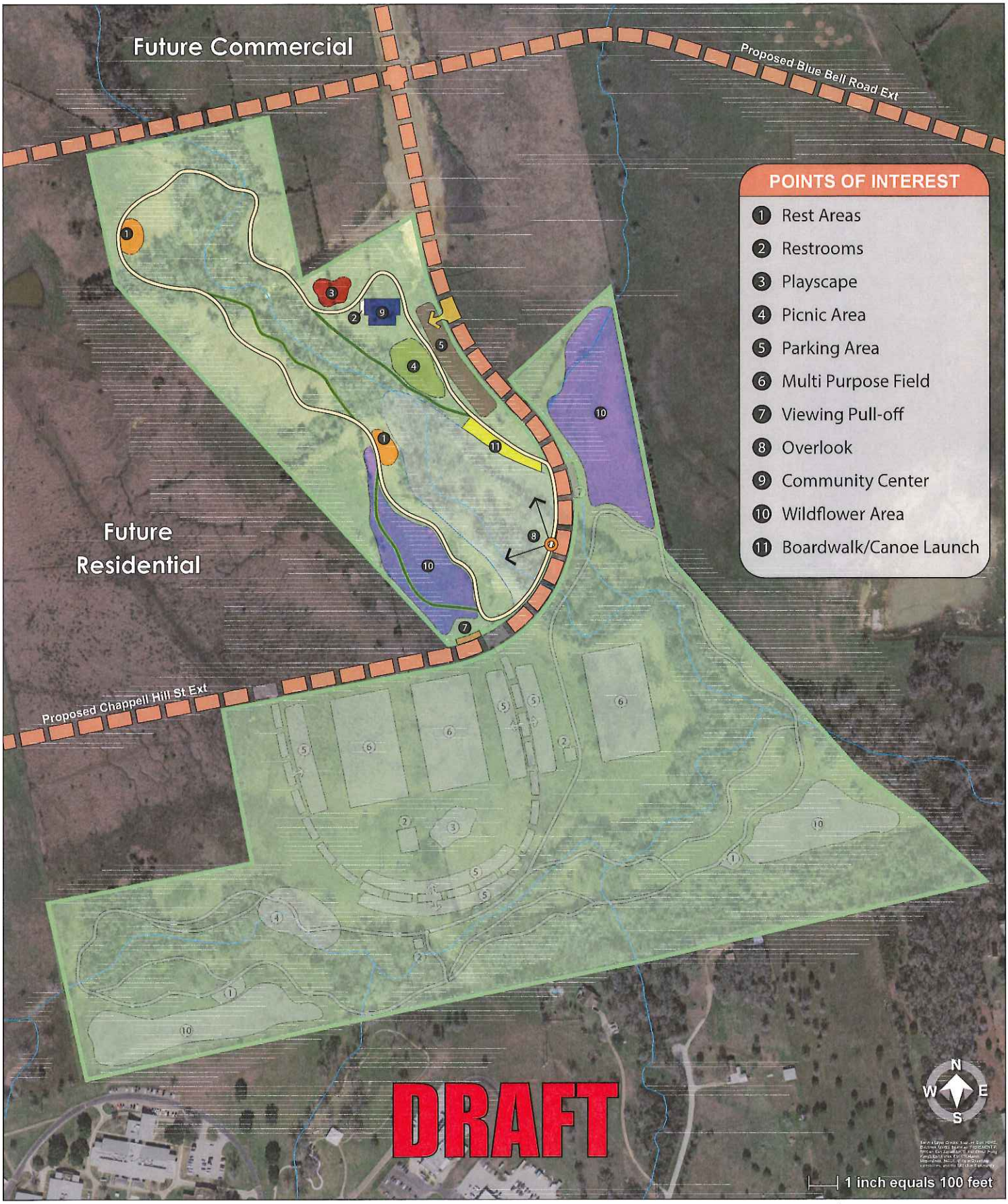
- Proposed Park Sites
- Proposed Park Access Road
- Trail
- Maintained Surface Trail
- Approx. Special Flood Hazard Area
- Proposed Lake
- Proposed Roads
- Play Area
- Parking Areas
- Multi-Purpose Field Areas
- Rest Area
- Picnic Area
- Restroom
- Community Center
- Viewing Pull-off
- Wild Flower Field
- Boardwalk/Canoe Launch

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones & Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

JONES|CARTER

Texas Board of Professional Engineers Registration No. F-439

VICINITY MAP
Scale: 1 inch equals 10 miles



BRENHAM FAMILY PARK PLAN

WASHINGTON COUNTY, TEXAS

LEGEND

- Proposed Park Sites
- Proposed Park Access Road
- Trail
- Maintained Surface Trail
- Approx. Special Flood Hazard Area
- Proposed Lake
- Proposed Roads
- Play Area
- Parking Areas
- Multi-Purpose Field Areas
- Rest Area
- Picnic Area
- Restroom
- Community Center
- Viewing Pull-off
- Wild Flower Field
- Boardwalk/Canoe Launch

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related features to said boundary. No express warranties are made by Jones & Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439

VICINITY MAP

Scale: 1 inch equals 10 miles

BRENHAM FAMILY PARK PLAN

WASHINGTON COUNTY, TEXAS

LEGEND

- Proposed Park Sites
- Proposed Park Access Road
- Trail
- Maintained Surface Trail
- Approx. Special Flood Hazard Area
- Proposed Lake
- Proposed Roads
- Play Area
- Parking Areas
- Multi-Purpose Field Areas
- Rest Area
- Picnic Area
- Restroom
- Community Center
- Viewing Pull-off
- Wild Flower Field
- Boardwalk/Canoe Launch

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and/or political boundaries or related features to said boundary. No warranty is made by Jones & Carter, Inc. concerning the accuracy completeness, reliability, or usability of the information included within this exhibit.

JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439

VICINITY MAP

Scale: 1 inch equals 10 miles

BRENHAM FAMILY PARK PLAN

WASHINGTON COUNTY, TEXAS

LEGEND

- Proposed Park Sites
- Proposed Park Access Road
- Trail
- Maintained Surface Trail
- Approx. Special Flood Hazard Area
- Proposed Lake
- Proposed Roads
- Play Area
- Parking Areas
- Multi-Purpose Field Areas
- Rest Area
- Picnic Area
- Restroom
- Community Center
- Viewing Pull-off
- Wild Flower Field
- Boardwalk/Canoe Launch

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and may not accurately represent the boundaries of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones & Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

JONES|CARTER

Texas Board of Professional Engineers Registration No. F-439

VICINITY MAP

Scale: 1 inch equals 10 miles

PRELIMINARY CONSTRUCTION COST ESTIMATE
BRENHAM FAMILY PARK
CITY OF BRENHAM, TEXAS
OCTOBER 2017 - DRAFT

Item	Unit	Unit Price	Phase 1 Quantity	Phase 1 Cost	Phase 2 Quantity	Phase 2 Cost	Phase 3 Quantity	Phase 3 Cost	TOTAL Quantity	TOTAL Cost
Concrete Parking (50 spaces - 60x250)	SF	$ 4.50	0	$ -	30000	$ 135,000.00	15000	$ 67,500.00	45000	$ 202,500.00
Concrete Parking (100 spaces - 60x500)	SF	$ 4.50	30000	$ 135,000.00	30000	$ 135,000.00	30000	$ 135,000.00	90000	$ 405,000.00
Multipurpose Field	EA	$ 250,000.00	0	$ -	2	$ 500,000.00	1	$ 250,000.00	3	$ 750,000.00
Playscape	EA	$ 100,000.00	1	$ 100,000.00	1	$ 100,000.00	0	$ -	2	$ 200,000.00
Picnic Table	EA	$ 2,000.00	12	$ 24,000.00	12	$ 24,000.00	0	$ -	24	$ 48,000.00
Kayak Launch	EA	$ 7,000.00	1	$ 7,000.00	0	$ -	0	$ -	1	$ 7,000.00
10' Concrete Trail	LF	$ 80.00	5500	$ 440,000.00	3500	$ 280,000.00	5500	$ 440,000.00	14500	$ 1,160,000.00
8' Natural Surface Trail	LF	$ 10.00	2500	$ 25,000.00	1000	$ 10,000.00	1500	$ 15,000.00	5000	$ 50,000.00
Concrete Parking Loop Roadway (27' Wide)	LF	$ 255.00	0	$ -	2200	$ 561,000.00	0	$ -	2200	$ 561,000.00
Meadow Sowing	AC	$ 5,000.00	6	$ 30,000.00	3	$ 15,000.00	3	$ 15,000.00	12	$ 60,000.00
Rest Area (Trail)	EA	$ 7,000.00	2	$ 14,000.00	1	$ 7,000.00	1	$ 7,000.00	4	$ 28,000.00
Restroom	EA	$ 100,000.00	1	$ 100,000.00	1	$ 100,000.00	1	$ 100,000.00	3	$ 300,000.00
Picnic Shelter	EA	$ 10,000.00	3	$ 30,000.00	3	$ 30,000.00	0	$ -	6	$ 60,000.00
Indoor Community Room	EA	$ 1,500,000.00	1	$ 1,500,000.00	0	$ -	0	$ -	1	$ 1,500,000.00
Viewing Pulloff	EA	$ 15,000.00	1	$ 15,000.00		$ -	1	$ 15,000.00	2	$ 30,000.00
Overlook	EA	$ 20,000.00	1	$ 20,000.00	0	$ -	0	$ -	1	$ 20,000.00
Wayfinding	EA	$ 175.00	8	$ 1,400.00	4	$ 700.00	8	$ 1,400.00	20	$ 3,500.00
Boardwalk	EA	$ 100,000.00	1	$ 100,000.00	0	$ -	0	$ -	1	$ 100,000.00
Pedestrian Pole Lighting (100' Spacing)	EA	$ 5,000.00	55	$ 275,000.00	35	$ 175,000.00	55	$ 275,000.00	145	$ 725,000.00
Pedestrian Bridge (Large)	EA	$ 100,000.00	1	$ 100,000.00	1	$ 100,000.00	0	$ -	2	$ 200,000.00
Pedestrian Bridge (Small)	EA	$ 10,000.00	0	$ -	2	$ 20,000.00	6	$ 60,000.00	8	$ 80,000.00
Landscaping	EA	$ 100,000.00	2	$ 200,000.00	2	$ 200,000.00	1	$ 100,000.00	5	$ 500,000.00
Site Furnishings (Trash Recepticle, Bike Rack, Etc.)	EA	$ 5,000.00	1	$ 5,000.00	1	$ 5,000.00	1	$ 5,000.00	3	$ 15,000.00
Site Grading	AC	$ 1,000.00	4	$ 4,000.00	10	$ 10,000.00	1	$ 1,000.00	15	$ 15,000.00
Utility Extension	FT	$ 900.00	300	$ 270,000.00	300	$ 270,000.00	200	$ 180,000.00	800	$ 720,000.00
				Phase 1 Subtotal $ 3,395,400.00		Phase 2 Subtotal $ 2,677,700.00		Phase 3 Subtotal $ 1,666,900.00		Subtotal $ 7,005,000.00
				30% Contingencies $ 1,018,620.00		30% Contingencies $ 803,310.00		30% Contingencies $ 500,070.00		30% Contingencies $ 2,101,500.00
				Total Construction Cost $ 4,414,020.00		Total Construction Cost $ 3,481,010.00		Total Construction Cost $ 2,166,970.00		Total Construction Cost $ 9,106,500.00
				Engineering (7%) $ 308,981.40		Engineering (7%) $ 243,670.70		Engineering (7%) $ 151,687.90		Engineering (7%) $ 637,455.00
				Const. Management (0.75%) $ 33,105.15		Const. Management (0.75%) $ 26,107.58		Const. Management (0.75%) $ 16,252.28		Const. Management (0.75%) $ 68,298.75
				Const. Inspection (2%) $ 88,280.40		Const. Inspection (2%) $ 69,620.20		Const. Inspection (2%) $ 43,339.40		Const. Inspection (2%) $ 182,130.00
				Phase 1 Total $ 4,844,386.95		Phase 2 Total $ 3,820,408.48		Phase 3 Total $ 2,378,249.58		**TOTAL $ 11,043,045.00**

AGENDA ITEM 7

DATE OF MEETING: December 21, 2017 **DEPT. OF ORIGIN:** Administration	**DATE SUBMITTED:** December 15, 2017 **SUBMITTED BY:** Terry Roberts

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

AGENDA ITEM DESCRIPTION: Presentation and Discussion on the Possible Purchase of Approximately 3.0 Acres of Land for a Future Fire Station

SUMMARY STATEMENT: See attached memo from Terry Roberts.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference): N/A

ATTACHMENTS: (1) Memo from Terry Roberts

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: No action needed – discussion only.

APPROVALS: Terry K. Roberts

To: Mayor and City Council

From: Terry K. Roberts, City Manager

Subject: **Fire Station #2 Land Acquisition**

Date: December 18, 2017

The City Council reserved an option to acquire land for a second fire station when it entered into a development agreement related to the Brenham Family Park in December 2013. The site is along the eastern sector of the US 290 corridor along the extension of Chappell Hill Street.

In the development agreement, the donor of the park land granted the City an exclusive option to purchase three acres of land for a future fire station at an agreed upon price of $50,000 per acre. The development agreement outlined the specific location of the 3 acre fire station tract and provided the City Council five years from the date of the development agreement to exercise its option to acquire the land. The five year option expires in December 2018.

In 2014, the City financed capital improvements projects with the issuance of 2014 certificates of obligations. One of the City Council's identified projects was the setting aside of $150,000 for the real estate purchase of the fire station land. Those funds are still in our city reserves and have not been reallocated to other projects.

Since approving the location in December 2013 and funding the land acquisition in 2014, the Fire Department reconfirmed the desirability of the site in a follow up report by consultant Mike Pietsch, PE. He performs studies for fire departments to identify ways to enhance their Insurance Services Office (ISO) insurance rating. In March 2016, Pietsch presented his master fire station location plan for Brenham to the City Council that included this site. Chief Boeker will be available at the meeting Thursday if you have any questions.

Mayor Tate asked that we place this matter on the agenda to obtain Council approval to move forward with the land purchase. We have the topic scheduled for a work session item first followed by an action item in the regular portion of the Council agenda this week.

AGENDA ITEM 8

DATE OF MEETING: December 21, 2017 **DEPT. OF ORIGIN:** Administration	**DATE SUBMITTED:** December 15, 2017 **SUBMITTED BY:** Terry Roberts

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of Approximately 3.0 Acres of Land for a Future Fire Station, Described as Part of the Hiram Lee Survey, A-76, Being a Part of Approximately 271.590 Acres of Land as Outlined in a Development Agreement Between the City of Brenham and Ed. F. Kruse and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: In accordance with the 2013 Development Agreement between the City and Ed. F. Kruse, a 3.0-acre tract of land was reserved for future purchase by the City for the site of a fire station at a cost of $150,000 ($50,000 per acre). The City's exclusive option to purchase this tract expires in December, 2018. As outlined in the Development Agreement, if they City would like to exercise their right to purchase this land, we must provide written notice of our intent to purchase to the developer and specify a closing date within 120 days.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference): N/A

ATTACHMENTS:

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve the purchase of approximately 3.0 acres of land, for $150,000, for a future fire station, described as part of the Hiram Lee Survey, A-76, being a part of approximately 271.590 acres of land as outlined in a Development Agreement between the City of Brenham and Ed. F. Kruse and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

AGENDA ITEM 9

DATE OF MEETING: December 15, 2017	**DATE SUBMITTED:** December 21, 2017
DEPT. OF ORIGIN: Development Services	**SUBMITTED BY:** Lori Lakatos

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Ordinance No. O-17-021 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District of an 8.07 Acre Tract of Land, Being A Portion of the 32.16 Acre Tract of Land Adjacent to Tiaden Lane, Described as R16649 (WCAD), Tract 2 of the Isaac Lee Survey, A77, in Brenham, Washington County, Texas from a Local Business Residential Mixed Use (B-1) District and a Single Family Residential Use (R-1) District to an Industrial Use (I) District

SUMMARY STATEMENT: At the December 7, 2017, City Council meeting, 4 Public Comments were heard in opposition of the proposed rezoning and 2 Public Comments were heard in support. This item is being brought back as a regular second reading, instead of a consent item, as the vote was not unanimous and there were public comments.

This is a request from John Beckendorf representing the Fritz W. Beckendorf Estate to rezone a portion of the tract of land described above from a B-1 Local Business/Residential Mixed Use District and R-1 Residential District to an I Industrial District for the purpose of selling the property to the adjacent property owner, Del Sol Food Company.

Comprehensive Plan
The Envision 2020 Comprehensive Plan shows this area as Retail/Commercial. Even though Industrial is not in line with the use it is identified in the Comprehensive Plan to develop additional industrial sites.

Public Comments
2 Public Comments were heard in support of the proposed zoning and 2 Public Comments were heard in opposition the proposed zoning at the Planning and Zoning Commission's Public Hearing.

On Monday, November 27, 2017, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommended approval of the rezoning request.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): **A. PROS:** **B. CONS:**
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Ordinance No. O-17-021 with Exhibit; and (2) Aerial and Zoning Maps
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve Ordinance No. O-17-021 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District of an 8.07 Acre Tract of Land, Being A Portion of the 32.16 Acre Tract of Land Adjacent to Tiaden Lane, Described as R16649 (WCAD), Tract 2 of the Isaac Lee Survey, A77, in Brenham, Washington County, Texas from a Local Business Residential Mixed Use (B-1) District and a Single Family Residential Use (R-1) District to an Industrial Use (I) District
APPROVALS: Terry K. Roberts

ORDINANCE NO. O-17-021

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF A 8.07-ACRE TRACT OF LAND LOCATED ADJACENT TO TIADEN LANE, DESCRIBED AS R#16649 (WCAD), TRACT 2 OF THE ISAAC LEE SURVEY A-77, IN BRENHAM, WASHINGTON COUNTY, TEXAS FROM A LOCAL BUSINESS/RESIDENTIAL MIXED USE (B-1) DISTRICT AND A RESIDENTIAL (R-1) DISTRICT TO AN INDUSTRIAL (I) DISTRICT.

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

WHEREAS, Appendix A – "Zoning" of the City of Brenham Code of Ordinance authorizes the City Council to grant zoning amendments within the various zoning districts; and

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

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting on November 27, 2017; and

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

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended by changing the zoning district classification of a 8.07-acre tract of land located adjacent to Tiaden Lane, described as R#16649 (WCAD), Tract 2 of the Isaac Lee Survey A-77, in Brenham, Washington County, Texas from a Local

Business/Residential Mixed Use (B-1) District and a Residential (R-1) District to an Industrial (I) District, said area of land being more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes.

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

PASSED and APPROVED on its first reading this the _____ day of December, 2017.

PASSED and APPROVED on its second reading this the _____ day of December, 2017.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"

Del Sol
8.07 Acres

Isaac Lee Survey
Abstract No. 77

STATE OF TEXAS §

COUNTY OF WASHINGTON §

A **METES & BOUNDS** description of a certain 8.07 acre tract situated in the Isaac Lee Survey, Abstract No. 77 in Washington County, Texas, being a portion of a 32.16 acre tract as surveyed by William Krueger, R.P.L.S. No. 2835 on October 24, 2013; said 8.07 acre tract being more particularly described as follows with all bearings being based on a northeasterly line of said 32.16 acre tract having a record bearing of North 49°18'35" East;

BEGINNING at a called found 1/2-inch iron rod marking the west corner of the herein described subject tract being common with the west corner of said 32.16 acre tract and being in the southeast line of Lot Two of the Brenham Business Center, Phase 1 recorded in Plat Cabinet File No. 518 A of the Plat Records of Washington County;

THENCE along the common lines of the herein described subject tract and said Lot Two the following two (2) courses and distances:

1. North 49°18'35" East, 499.96 feet to a called set 5/8-inch iron rod for angle;
2. North 13°49'19" East, 383.41 feet to a called found 1/2-inch iron rod marking the northwest corner of the herein described subject tract being common with a westerly corner of aforementioned 32.16 acre tract and the southwest corner of a called 5.200 acre tract conveyed by Warranty Deed to John F. Beckendorf recorded in Volume 1131, Page 705 of the Official Records of Washington County;

THENCE along the common lines of the herein described subject tract and said 5.200 acre tract the following two (2) courses and distances:

1. North 89°31'08" East, 413.43 feet to a called found 1/2-inch iron rod (with cap stamped "1070") for anlge;
2. South 44°45'53" East, 19.93 feet to a called found 1/2-inch iron rod (with cap stamped "1070") marking the most easterly northeast corner of the herein described subject tract being common with a westerly interior corner of aforementioned 32.16 acre tract and a southeasterly corner of said 5.200 acre tract;

THENCE over and across said 32.16 acre tract the following three (3) courses and distances:

1. South 45°16'31" West, 197.58 feet to a point-for-corner;
2. South 24°50'11" West, 100.62 feet to a point-for-corner;
3. South 08°27'54" West, 508.75 feet to a called found 3/8-inch iron rod marking the southeast corner of the herein described subject tract being common with a southwesterly interior corner of said 32.16 acre tract and the north corner of a called 3.000 acre tract conveyed by Warranty Deed to George Klatt recorded in Volume 317, Page 148 of the Deed Records of Washington County;

RECEIVED
NOV - 1 2017

THENCE South 76°12'30" West, along the common line of the herein described subject tract and said 3.000 acre tract, 531.20 feet to a called set 5/8-inch iron rod marking the south corner of the herein described subject tract being common with a southwesterly corner of aforementioned 32.16 acre tract and the west corner of said 3.000 acre tract and being in the northeast line of a called 22.237 acre tract conveyed by Executor's Deed to the Justin Margist Trust recorded in Volume 1037, Page 710 of the Official Records of Washington County;

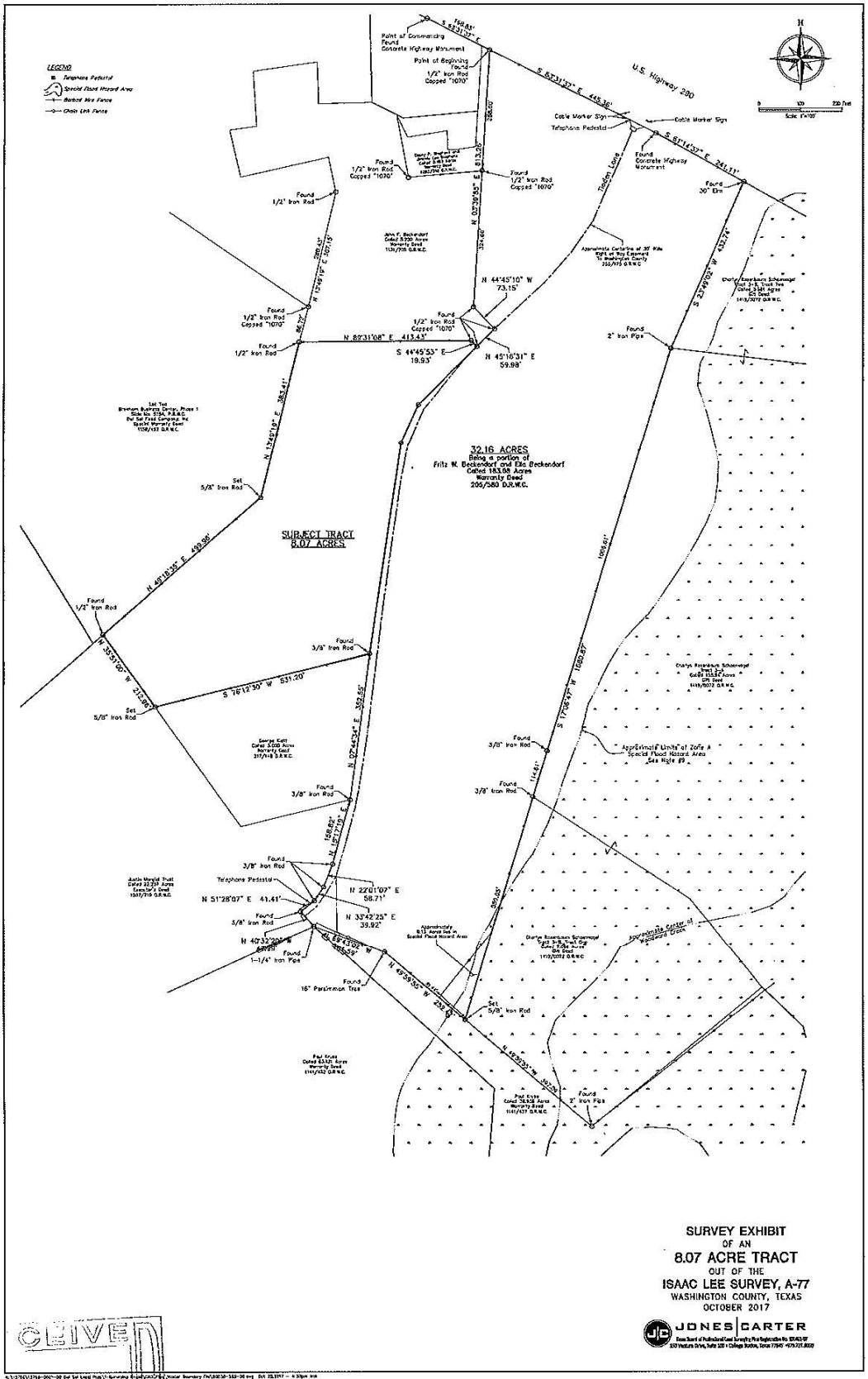
THENCE North 35°51'00" West, along the common line of the herein described subject tract and said 22.237 acre tract, 212.96 feet to the **POINT OF BEGINNING, CONTAINING** 8.07 acres of land in Washington County, Texas.

The metes and bounds description of the herein described subject tract was prepared under 22 TAC §663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the zoning district for which it was prepared.

10/25/17

STATE OF TEXAS
REGISTERED
CHRISTOPHER E. CURTIS
6111
LICENSED
PROFESSIONAL
LAND SURVEYOR

RECEIVED
NOV - 1 2017

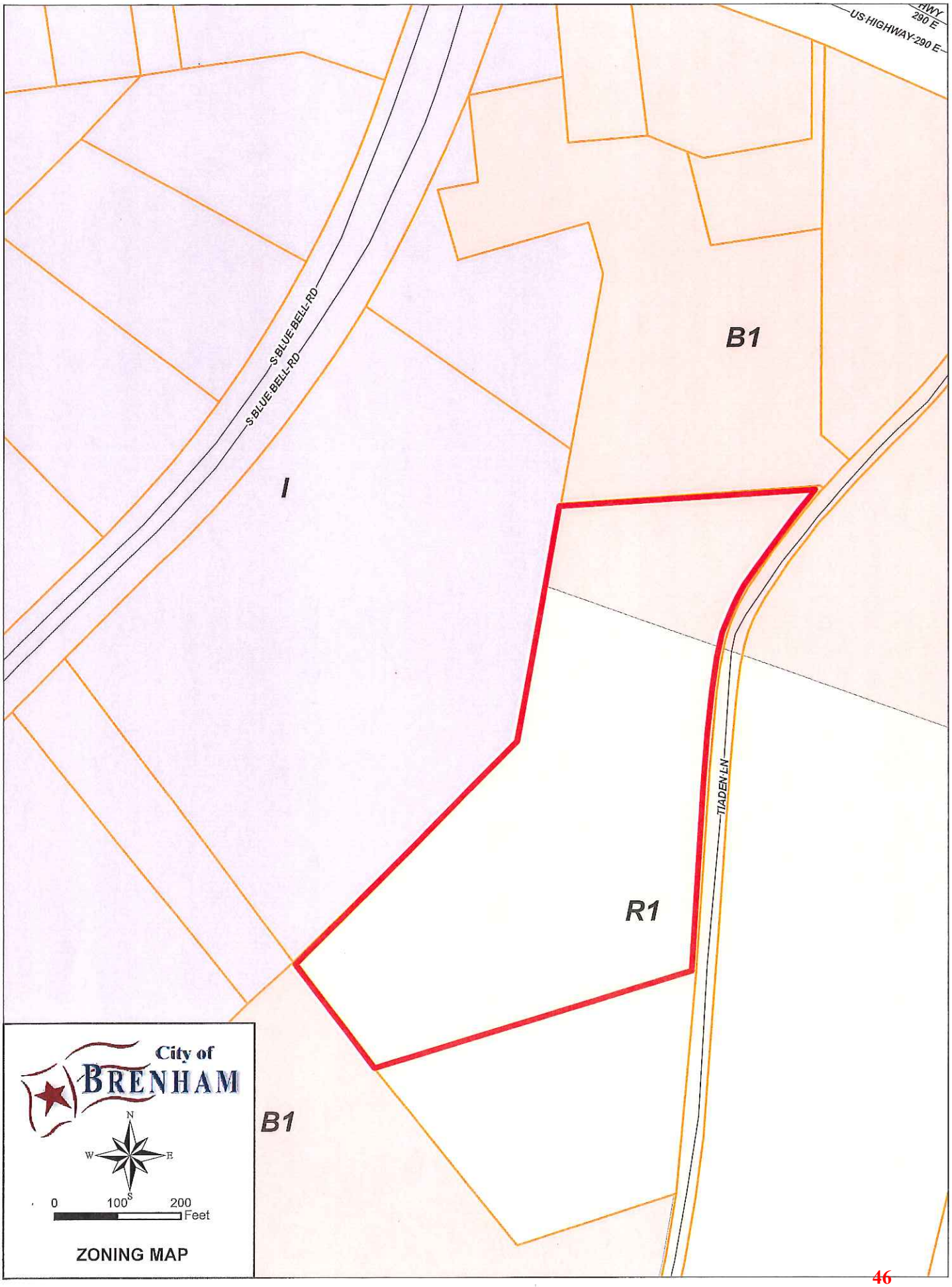


SURVEY EXHIBIT
OF AN
8.07 ACRE TRACT
OUT OF THE
ISAAC LEE SURVEY, A-77
WASHINGTON COUNTY, TEXAS
OCTOBER 2017

JONES|CARTER

RECEIVED
NOV - 1 2017

US HIGHWAY 290 E
S BLUEBELL RD
S BLUEBELL RD
TADEN LN
City of
BRENHAM
N
W
E
S
0
100
200
Feet
AERIAL MAP


US HIGHWAY 290 E
HWY 290 E
S BLUE BELL RD
S BLUE BELL RD
B1
I
R1
B1
TIADEN LN
City of
BRENHAM
N
W
E
S
0
100
200
Feet
ZONING MAP

AGENDA ITEM 10

DATE OF MEETING: December 21, 2017	**DATE SUBMITTED:** December 13, 2017
DEPT. OF ORIGIN: Development Services	**SUBMITTED BY:** Lori Lakatos

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing a Variance to Building Setback Requirements, as Outlined in Section 23-22(1) of the City of Brenham's Code of Ordinances, on a Tract of Land Being Described as Residue of Lot 1, Block 1, of the Post Oak Grove Addition, Located at 1303 Simon Avenue in Brenham, Washington County, Texas

SUMMARY STATEMENT: This is a request from the owner Solution Builders, LLC. and the applicant Hodde & Hodde Surveying for a variance from the subdivision ordinance. The owner would like to build a single-family house.

The request is to allow a 15' building setback line where a 25' building setback line from the side of a lot which abuts a collector or an arterial street is required.

Comprehensive Plan
The Envision 2020 Comprehensive Plan shows this area as Single Family Residential.

On Monday, December 18, 2017, the Planning and Zoning Commission will consider this request and make a recommendation.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Ordinance; and (2) 1303 Simon Avenue Subdivision Variance Staff Report

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve an Ordinance on Its First Reading Authorizing a Variance to Building Setback Requirements, as Outlined in Section 23-22(1) of the City of Brenham's Code of Ordinances, on a Tract of Land Being Described as Residue of Lot 1, Block 1, of the Post Oak Grove Addition, Located at 1303 Simon Avenue in Brenham, Washington County, Texas
APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, GRANTING A VARIANCE TO SECTION 23-22(1) OF THE CITY OF BRENHAM CODE OF ORDINANCES, CHAPTER 23, SUBDIVISIONS, PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

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

WHEREAS, Chapter 23, Section 23-22(1) states that building setback lines on collector and arterial streets shall not be less than twenty-five (25) feet, as follows:

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

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

WHEREAS, in accordance with City of Brenham Code of Ordinances, Chapter 23, Subdivisions, Section 23-34, as the legislative body of the City of Brenham, the City Council of the City of Brenham, Texas has the authority to grant variances from the terms of the City of Brenham Code of Ordinances, Chapter 23, Subdivisions; and

WHEREAS, the owner of the property described as Residue of Lot 1, Block 1, Post Oak Grove Addition has requested a variance from City of Brenham Code of Ordinances, Chapter 23, Subdivisions, Section 23-22(1); and

WHEREAS, the requested variance was recommended for approval by the City of Brenham Planning and Zoning Commission during its regular meeting on December 18, 2017; and

WHEREAS, Independence Street is classified as a Minor Collector Road according to the City Thoroughfare Plan; and

WHEREAS, the property is in compliance with the City of Brenham Comprehensive Plan; and

WHEREAS, the City Council finds that by granting the variance, the spirit of the City of Brenham Code of Ordinances, Chapter 23, Subdivisions is observed; and

WHEREAS, the City Council further finds that granting the variance is not contrary to the public interest;

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

1. **Findings of Fact:** All of the above premises are hereby found to be true and correct findings of the City Council of the City of Brenham and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

2. **Variance Granted**: The City Council, for the property described as the Residue of Lot 1, Block 1, Post Oak Grove Addition, hereby grants the request for a variance from the provisions of the City of Brenham Code of Ordinances, Chapter 23, Section 23-22(1) to allow a fifteen (15) feet building line setback where a building line setback shall not be closer than twenty-five (25) feet from the side of a lot which abuts a collector or an arterial street; and

3. **Conflict with Prior Ordinances:** In the case of a conflict between this Ordinance and any provision or clause of previous Ordinances adopted by the City of Brenham, the provisions of this Ordinance shall prevail.

4. **Severability**: Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are severable.

5. **Effective Date:** This Ordinance shall become effective immediately upon and after its passage and publication as may be required by governing law.

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

PASSED and APPROVED on its first reading this the____ day of December, 2017.

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

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

City of Brenham
Planning and Zoning Commission
Staff Report
December 18, 2017

Variance Request: Section 23-22(1) of Article III of the Subdivision Ordinance – 1303 Simon Avenue

STAFF CONTACT:	Lori Lakatos, City Engineer
OWNER/APPLICANT:	Solution Builders, LLC/Richard W. Heiges
ADDRESS/LOCATION:	1303 Simon Avenue (Exhibit "A")
LEGAL DESCRIPTION:	Post Oak Grove, Block 1, Lot PT 1 in the City of Brenham, Washington County, Texas
LOT AREA:	Approximately 0.1587 acres
ZONING DISTRICT/ USE:	R-2 Mixed Residential District / Undeveloped (Exhibit "B")
COMP PLAN FUTURE LAND USE:	Single Family
REQUEST:	A request for a variance to Section 23-22(1) of Article III of the Subdivision Ordinance to allow a 15 foot building setback line on a corner lot where a 25 foot building setback line from the side of a lot which abuts a collector or an arterial street is required. (Exhibit "C")

SUMMARY:
Solution Builders, LLC owns the land located at 1303 Simon Avenue. This lot is in a neighborhood with a historic plat layout with lot sizes that are difficult to build on using today's setback requirement. Due to the lot's irregular shape and the fact that five feet of width adjacent to Independence Street was retained by the Urban Renewal Agency of Brenham upon deed conveyance, the buildable area with the current required setbacks is minimal.

Chapter 23, Article III – Design Standards, Section 23.22(1) states:

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

Independence Street is considered an collector street according to the City's adopted Thoroughfare Plan; therefore, the requirement for all the lots that would normally require corner lots to have a 15-foot side yard setback are required to have a 25-foot side yard setback.

The applicant is specifically asking for a variance to reduce the requirement for 1303 Simon Avenue, as described above, from 25-feet along an arterial street to 15-feet along an arterial street.

The Planning and Zoning Commission is charged with making recommendations to City Council on variances to the Subdivision Ordinance as described in the following section of the Subdivision Ordinance:

Sec. 23-34. Variances
Where in its judgment, the public convenience and welfare will be substantially served and the appropriate use of the neighboring property will not be substantially injured, the city council may upon recommendation by the planning commission, in specific cases, at a regular meeting of the city council and subject to appropriate conditions and safeguards, authorize, by ordinance, a variance to the subdivision regulations in order to permit reasonable development and improvement of property where the literal enforcement of these regulations would result in an unnecessary hardship. A variance may only be granted by ordinance upon finding that such variance is in accord with the comprehensive plan of the City of Brenham and that the probable effect of such variance will not create adverse impacts in the vicinity. No written public notice shall be required prior to the granting of the variances provided for in this section, except as required by the Texas Open Meetings Law.

The only criteria to take into consideration that is required by the ordinance are that any variances to the subdivision regulations must be in accordance with the City's comprehensive plan. The Comprehensive Plan is a very broad policy document and in this case, the property falls within an area designated as Single-Family as shown on the Land Use map included in the Planning and Zoning Packets. The proposed use of this property is single family residential.

STAFF RECOMMENDATION:

Staff has reviewed the request and recommends approval. The request would not be out of character for the area and the burden of the building setback line could be detrimental to the development of this property.

EXHIBITS:

A. Aerial Map
B. Zoning Map
C. Variance Application

E BLUE BELL RD
INDEPENDENCE ST
SIMON AVE
BOOKER ST
MARTIN ST
WILLIAMS ST
TRAVIS ST
City of
BRENHAM
N
W
E
S
0
50
100
Feet
EXHIBIT "A"
AERIAL MAP

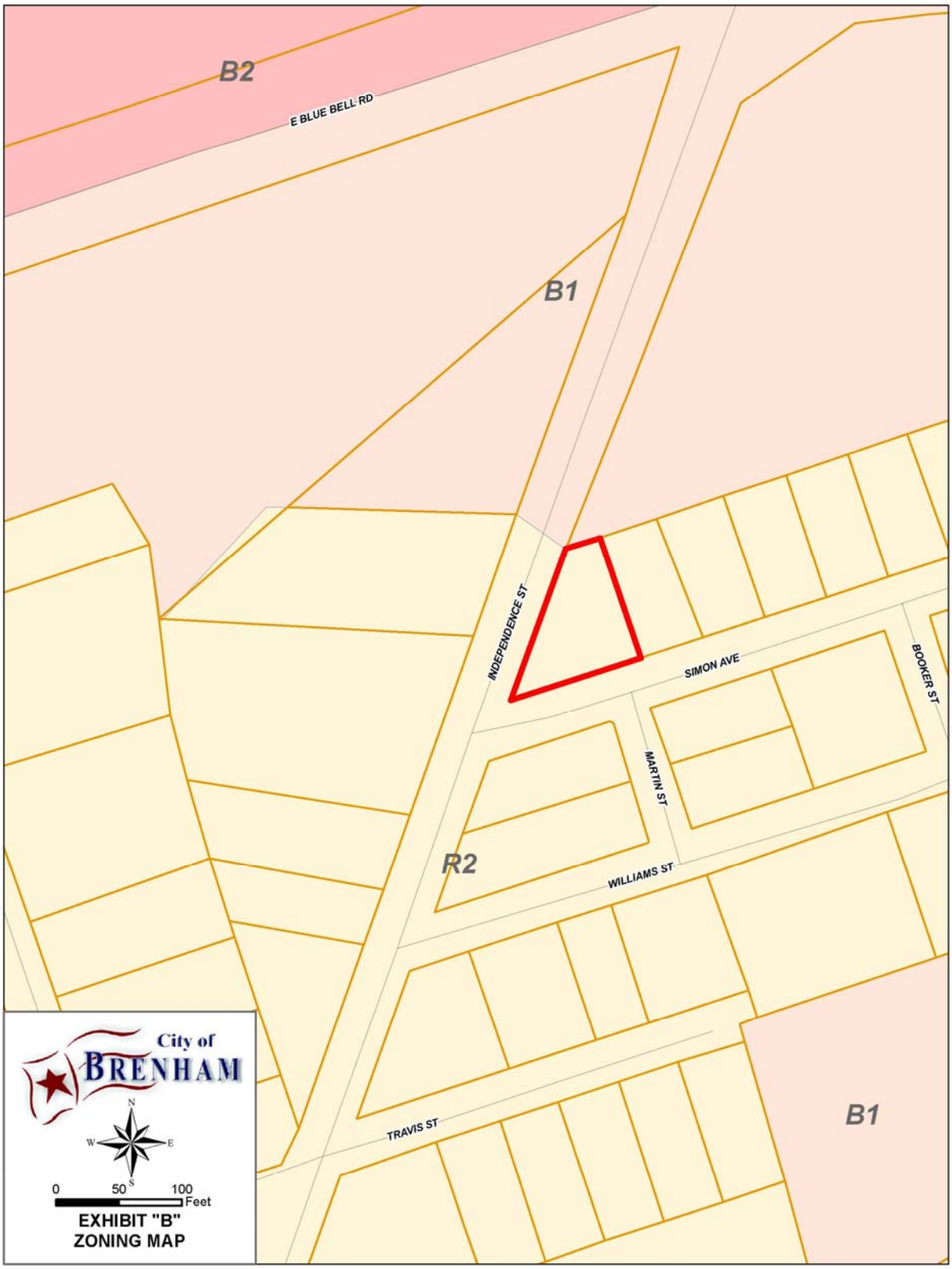

B2
E BLUE BELL RD
B1
INDEPENDENCE ST
SIMON AVE
BOOKER ST
MARTIN ST
R2
WILLIAMS ST
TRAVIS ST
B1
City of
BRENHAM
N
W
E
S
0
50
100
Feet
EXHIBIT "B"
ZONING MAP

EXHIBIT "C"
VARIANCE APPLICATION

City of BRENHAM

Development Services Department
200 W. Vulcan
Brenham, TX 77833

Contact Us:
979-337-7220
cityofbrenham.org

VARIANCE SUBMITTAL CHECKLIST

RECEIVED 11-21-17

APPLICANT TO COMPLETE:

Initials		Staff Initials
RWH	Cover letter addressed to Board of Adjustments explaining what is being requested and the reason(s) why the applicant is requesting a variance. Variance requires applicant to meet the following requirements (Include how this is in cover letter): (1) Such modifications are necessary to accommodate appropriate development of a particular parcel of land that is restricted by attributes inherent in the land such as area, shape or slope to the extent that it cannot otherwise be appropriately developed. (2) The granting of the variance will not be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, nor substantially increase the congestion in the public streets, nor increase the danger of fire, or in any way endanger the public health, safety and well-being of the neighborhood in which the subject property is located. (3) The literal enforcement of the ordinance would work on unnecessary hardship. (4) The piece of property is unique and contains properties or attributes not common to other similarly situated properties. (5) The need for the variance was not created by the applicant. (6) The hardship to be suffered through the literal enforcement of the ordinance would not be financial alone. (7) The granting of the variance would not be injurious to the public health, safety and welfare or defeat the intent of the philosophy contained in the zoning ordinance.	KH
RWH	Completed General Application	KH
RWH	The appropriate Planning Fees have been paid $100.00 ck#10454	KH
RWH	Site plan showing: (1) all existing and proposed structures, the distances between each, and the distances to all property lines (2) easements, if applicable	KH
/	Photographs, letters from neighbors or any other pertinent information/documentation that the applicant feels would substantiate the request	—

Date: NOVEMBER 21, 2017

Location Address: 1305 SIMON AVENUE, BRENHAM, TX 77833

Printed Name: RICHARD W. HEIGES

Signature: Richard W. Heiges

Revised 6/18/2015

HODDE & HODDE
LAND SURVEYING, INC.
Registered Professional Land Surveying
613 E. Blue Bell Road
Brenham, Texas 77833-2411

OFFICE PHONE: (979) 836-5681
FAX: (979) 836-5683
www.hoddesurveying.com
TEXAS FIRM REGISTRATION NO. 10018800

RECEIVED
11-21-17

November 21, 2017

TO: City of Brenham
ATTN: Members of the Board of Adjustments
200 West Vulcan Street
Brenham, Texas 77833
PHN: 979-337-7389

RE: 1305 Simon Avenue Variance Request

Dear Members,

The purpose of this letter is to formally request the approval of a Variance for 1305 Simon Avenue. Section 2.05(1)(a)(i & ii) of Division 2 - Zoning District Regulations requires that a Lot within the City of Brenham has a front setback offset of 25 feet and a side setback offset of 10 feet adjacent to a lot and 15 feet adjacent to a side street (25 feet adjacent to an arterial street). I am requesting that the members approve a variance from the Zoning Ordinance to allow a front setback of 20 feet on the front property line, 8.5 feet on the East property line, and 15 feet on the West property line adjacent to Independence Street. Also, I am requesting a variance to remove the bufferyard requirement of 20 feet on the rear property line. Reasons for approving this variance are as follows:

- Due to the lot's irregular shape, the buildable area with the current required setbacks is minimal. Approval to allow the developer to utilize the requested setbacks will, in turn, create a sufficient and practical buildable footprint area for the proposed residence.
- Certain sections of Zone R2 actually allow for a front setback of 20 feet; therefore, other neighboring tracts could potentially utilize this setback with no variance needed.
- This lot is in a neighborhood with a historic plat layout that created lot sizes that are difficult to build on using today's setback requirements.
- Five feet of width adjacent to Independence Street was retained by the Urban Renewal Agency of Brenham upon deed conveyance. If the entire lot was still intact, the variance request on the East property line would not be necessary.

I appreciate your time for consideration of approving the variance for this property.

Sincerely,

Richard W. Heiges, RPLS 6452
Hodde & Hodde Land Surveying, Inc.

City of BRENHAM

For office use only

APPLICATION NO._____

MEETING DATE:_____

DATE SUBMITTED: 11-21-17

CITY OF BRENHAM

GENERAL APPLICATION

RECEIVED 11-21-17

Type of Application

- [x] Variance from Appendix A: Zoning
- [ ] Specific Use Permit
- [ ] Preliminary Plat
- [ ] Variance from Chapter 21: Signs
- [ ] Zone Change
- [ ] Plan Review
- [ ] Final Plat/Replat/Amending Plat
- [ ] Other: _____

Property Owners Information

Name Solution Builders, LLC

Principal Officers (If Corporation) President Dara Childs

Secretary _____

Address _____

Telephone Number _____ E-mail Address _____

Applicant Information

Name Richard W. Heiges

Address 613 East Blue Bell Road, Brenham, Texas 77833

Telephone Number 979-836-5681 E-mail Address richard@hoddesurveying.com

Agent or Engineer Information

Name (same as applicant)

Address _____

Telephone Number _____ E-mail Address _____

Location of Property

Street Address: 1305 Simon Avenue

Legal Description (attach metes and bounds description if not subdivided):

Subdivision: Post Oak Grove Block(s): One Lot(s): 1

Zoning Information

Existing Zoning : R2 Mixed Residential

Proposed Zoning: n/a

Reasons for requesting zone change:* n/a

Variance Information

Section of Code from which variance is described:* Section 2.05(1)(a)(i & ii)

Describe variance requested:* (see attached exhibit)

Reasons for requesting variance:* To allow for a more practical building area

Proposed Property Use

Describe in detail the proposed operation at this location:*

residential

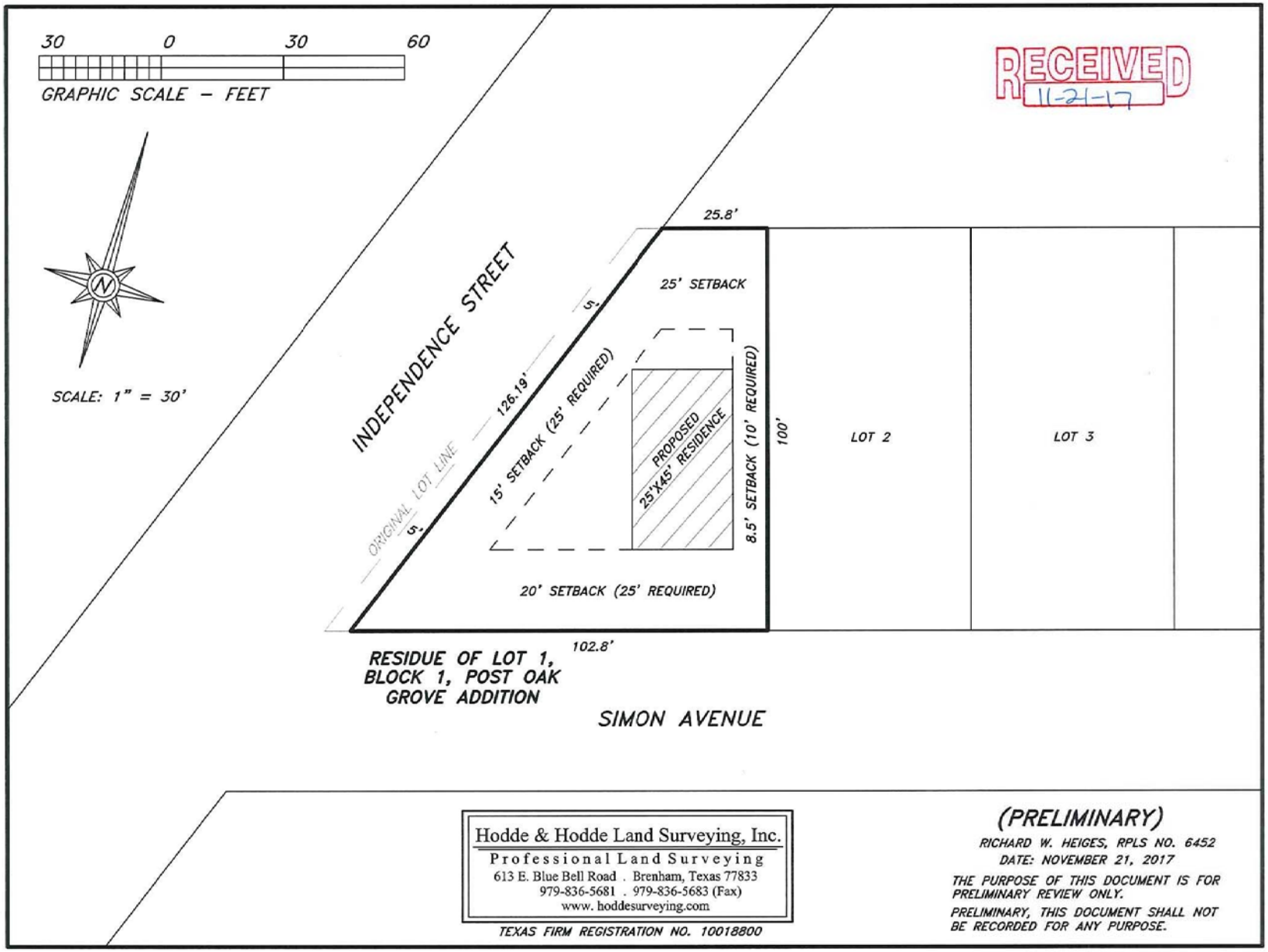
Construction Value $

Site plans are required for variance, special use, and plan review requests; please see Ordinance No. 0-05-007 for minimum site plan requirements.

I, Richard W. Heiges, being the owner (or authorized agent) of the above described property, do hereby certify the information set forth above is true and correct. I further request that the Planning & Zoning Commission/Board of Adjustments/Plan Review Committee review this matter and take appropriate action.

Owner

Agent


30 0 30 60
GRAPHIC SCALE – FEET
RECEIVED
11-21-17
SCALE: 1" = 30'
INDEPENDENCE STREET
ORIGINAL LOT LINE
126.19'
S.
S.
25.8'
25' SETBACK
15' SETBACK (25' REQUIRED)
PROPOSED
25'X45' RESIDENCE
8.5' SETBACK (10' REQUIRED)
100'
LOT 2
LOT 3
20' SETBACK (25' REQUIRED)
102.8'
RESIDUE OF LOT 1,
BLOCK 1, POST OAK
GROVE ADDITION
SIMON AVENUE
Hodde & Hodde Land Surveying, Inc.
Professional Land Surveying
613 E. Blue Bell Road . Brenham, Texas 77833
979-836-5681 . 979-836-5683 (Fax)
www. hoddesurveying.com
TEXAS FIRM REGISTRATION NO. 10018800
(PRELIMINARY)
RICHARD W. HEIGES, RPLS NO. 6452
DATE: NOVEMBER 21, 2017
THE PURPOSE OF THIS DOCUMENT IS FOR PRELIMINARY REVIEW ONLY.
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

AGENDA ITEM 11

DATE OF MEETING: December 21, 2017	**DATE SUBMITTED:** December 13, 2017
DEPT. OF ORIGIN: Administration/Brenham EDF	**SUBMITTED BY:** Jeana Bellinger/Page Michel

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-17-026 of the City Council of the City of Brenham, Texas, Adopting a Commercial Tax Phase-In Agreement with Moser Community Media, LLC

SUMMARY STATEMENT: The owners of Moser Community Media, LLC will be investing over $460,000 in the major renovation of a downtown office building and have asked for tax phase-in to be granted to assist them with the cost of construction for the renovation. Since the project is in the Downtown Zone, there is no job creation/retention requirement; however, the company currently has 9.5 employees.

As stated during the December 7th Public Hearing, Moser Community Media plans to not only improve the buildings functionality but also its appearance. They plan to return the exterior to an "era-appropriate" finish with a traditional store front façade.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Resolution No. R-17-026

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve Resolution No. R-17-026 of the City Council of the City of Brenham, Texas, adopting a Commercial Tax Phase-In Agreement with Moser Community Media, LLC
APPROVALS: Terry K. Roberts

RESOLUTION NO. R-17-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS ADOPTING A COMMERCIAL TAX PHASE-IN AGREEMENT WITH MOSER COMMUNITY MEDIA, LLC; AUTHORIZING THE MAYOR TO EXECUTE THE TAX PHASE-IN AGREEMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

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

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

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

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

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

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

Section 2: That the City Council of the City of Brenham, Texas does hereby adopt the commercial Tax Phase-In Agreement, a copy of which is attached hereto as Exhibit "A", by and between the City of Brenham, Texas, and Moser Community Media, LLC.

Section 3: That the Mayor is hereby authorized to execute the Tax Phase-In Agreement between the City of Brenham, Texas, and Moser Community Media, LLC, a copy of which is attached hereto as Exhibit "A".

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

RESOLVED this _____ day of _____, 2017.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

AGREEMENT FOR DEVELOPMENT AND TAX PHASE-IN IN REINVESTMENT ZONE NO. 41 FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS

THE STATE OF TEXAS

COUNTY OF WASHINGTON

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

WITNESSETH:

The City Council of the City of Brenham, Texas, ("COUNCIL") on February 20, 1992, adopted by resolution a policy for the creation of tax abatement zones in the City of Brenham ("POLICY"). Said POLICY was amended by COUNCIL on April 2, 1992, amended on June 4, 1992, and re-adopted on December 1, 1994, November 20, 1997, October 21, 1999, November 1, 2001, January 15, 2004, December 20, 2007, December 17, 2009, December 15, 2011, December 5, 2013, February 18, 2016 (as amended), and December 7, 2017 (entitled “City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises”). On December 21, 2017, the COUNCIL, by Ordinance, established Reinvestment Zone No. 41 for Commercial Tax Phase-In, City of Brenham, Texas ("ZONE") as authorized by V.T.C.A., Texas Tax Code Chapter 312. Said POLICY is attached hereto as Exhibit “B” and incorporated herein for all purposes.

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

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

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

1. **Location of Tax Phase-In**. The property that is the subject matter of this Agreement is the land and improvements located at 101 E. Main Street and described more particularly as a certain tract of land containing 4,158 square feet being the same property described in deed dated May 1, 2015, executed by Atrium Investors to Moser Community Media, LLC, recorded in Volume 1506, Page 726, Official Records of Washington County, Texas and further being the same property described in deed dated to be effective May 1, 2015 executed by Liebe Kinder II Limited Partnership to Moser Community Media, LLC, recorded in Volume 1506, Page 740, Official Records of Washington County, Texas, and being further described in Exhibit “A”, attached hereto and incorporated herein for all purposes, and which property is hereinafter referred to as "PREMISES."

2. **Improvements**. In consideration of COMPANY'S construction of at least Four Hundred Sixty-Nine Thousand, Five Hundred Sixty-Five and No/100 Dollars ($469,565.00) of real and personal property improvements and renovations to said PREMISES, including fixed

machinery, equipment and buildings, CITY agrees that, subject to the terms and conditions contained herein, eligible improvements and renovations to the above described PREMISES shall be entitled to tax phase-in incentives in accordance with the schedule as provided in "Table 3 – Downtown Zone", said Table being set out in the attached Exhibit "B" incorporated herein for all purposes, and that upon the expiration of such tax phase-in incentives this Agreement shall terminate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Tax Phase-In Amount.** COMPANY shall receive tax phase-in incentives for eligible property improvements in accordance with the schedule as provided in "Table 3 – Downtown Zone", and Table being set out in the attached Exhibit "B", and that upon the expiration of such tax phase-in incentives this Agreement shall terminate.

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

During the term of this Agreement, the CITY, its officers and employees, and/or the Compliance Review Committee is entitled to review and verify the COMPANY'S employment records, payroll records, and such other information and documents as the CITY and/or the Compliance Review Committee deems reasonably necessary to verify compliance with this Agreement. The CITY, its officers and employees, and/or the Compliance Review Committee may conduct on-site inspections of the PREMISES and facilities located thereon during the term of this Agreement to verify compliance with this Agreement.

The estimated value of eligible property improvements for tax phase-in incentives exceeds Two Hundred Fifty Thousand One and No/100 Dollars ($250,001.00). Notwithstanding anything contained herein to the contrary, COMPANY and CITY agree that the amount of eligible property improvements and jobs created & retained as set forth herein are based on projected property improvement and personnel employed, and the actual amount of tax phase-in incentives shall be determined annually by Table 3 of the POLICY based on the actual tax appraised value of eligible improvements. COMPANY agrees to reasonably cooperate with CITY to determine compliance with this Agreement and the applicable level of tax phase-in incentives.

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

12. **Eligible and Ineligible Property**. "Eligible property" is defined to include all of the following items located on the PREMISES which were not so located prior to execution of this Agreement and whether or not they are so affixed as to become "real property": buildings,

structures, fixed machinery and equipment, site improvements (including landscaping), office space and related fixed improvements necessary to the operation and administration of the facility.

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

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

13. **Severability**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added automatically as part of this Agreement a

provision that is similar in terms and substance to such deleted provision as may be possible and yet be legal, valid and enforceable under the Texas Tax Code and related state statutes.

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

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

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

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

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

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

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

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

22. **Definitions**. Any definitions of words or phrases given in the currently effective tax phase-in guidelines entitled "City of Brenham Policy Statement on Property Tax Phase-in Incentive for Selected Commercial Enterprises" shall be controlling in this document as well, except as may be specifically modified herein

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

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

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

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

The parties hereto have executed or caused to be executed by its duly authorized officials this Agreement in multiple counterparts, each of equal dignity, on this the _____ day of _____, 2017.

MOSER COMMUNITY MEDIA, LLC

BY: _____
James E. Moser
Managing Member, Owner
101 E. Main Street
Brenham, TX 77833

CITY OF BRENHAM

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

ATTEST:

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

THE STATE OF TEXAS

COUNTY OF WASHINGTON

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

Given under my hand and seal of office on this the ____ day of _____, 2017.

_____
Notary Public in and for
The State of Texas

THE STATE OF TEXAS

COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared **JAMES E. MOSER,** Managing Member and Owner of MOSER COMMUNITY MEDIA, LLC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 2017.

_____
Notary Public in and for
The State of Texas

Exhibit "A"

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

SPECIAL WARRANTY DEED

2682

DATE: Effective May 1, 2015

GRANTOR: LIEBE KINDER II LIMITED PARTNERSHIP, a Texas limited partnership, as a Partner of B & L Enterprises, a Texas general partnership, as a Partner of Atrium Investors, a Texas general partnership
301 Cedar Circle
Brenham, Washington County, Texas 77833

GRANTEE: MOSER COMMUNITY MEDIA, L.L.C., a Texas limited liability company
105 East Main Street, Suite 109A
Brenham, Washington County, Texas 77833

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.

PROPERTY (including any improvements):

All that certain tract or parcel of land, lying and being Lot 28 and a part of Lot 29 of the Original Town Tract of the City of Brenham, Washington County, Texas, containing 4,158 square feet of land, more or less, and being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Being the same property described in Deed dated May 1, 2015, from Atrium Investors, a Texas general partnership to Moser Community Media, L.L.C., a Texas limited liability company, recorded in Book 1503, Page 0757, Official Records of Washington County, Texas.

RESERVATIONS FROM CONVEYANCE: None

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. The rights of the public to area of Property located within the public road/roadway.

2. Such presently valid and subsisting easements, if any, to which the Property is subject as may be actually located upon the ground, which are not of record.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

A CERTIFIED copy issued DEC 0 1 2017
pg 1 of 4
Beth Rothermel, County Clerk
Washington County, TX YG Deputy

4. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records and pertaining to the Property.

5. Rights of tenants and parties in possession of the Property.

Grantor, for the Consideration, receipt of which is hereby acknowledged, and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee, the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED.

THE PROPERTY IS BEING CONVEYED TO GRANTEE IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. GRANTOR MAKES NO WARRANTY OF CONDITION, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE FIXTURES AND PERSONAL PROPERTY. ALL WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED, ARE DISCLAIMED.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE IS NOT RELYING ON ANY INFORMATION OR DISCLOSURES PROVIDED BY GRANTOR.

LIEBE KINDER II LIMITED PARTNERSHIP, a Texas limited partnership, as a Partner of B & L Enterprises, a Texas general partnership, as a Partner of Atrium Investors, a Texas general partnership

By: LIEBE KINDER GROUP, LLC, a Texas limited liability company, as General Partner of Liebe Kinder II Limited Partnership

By: Henry J. Boehm, Jr., M.D.
HENRY J. BOEHM, JR., M.D., Manager Manager.

By: Theodora V. Boehm
THEODORA V. BOEHM, Manager

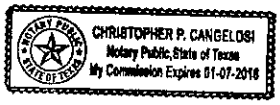
A CERTIFIED copy issued DEC 0 1 2017
pg 2 of 4
Beth Rothermel, County Clerk
Washington County, TX YG Deputy

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on May 20, 2015, by HENRY J. BOEHM, JR., M.D., Manager of LIEBE KINDER GROUP, LLC, a Texas limited liability company, General Partner of LIEBE KINDER II LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of and as the act and deed of said limited liability company in its capacity as General Partner of Liebe Kinder II Limited Partnership in its capacities stated therein.



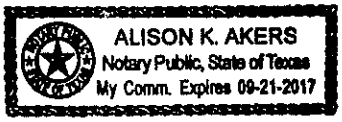
Notary Public, State of TEXAS

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on May 15, 2015, by THEODORA V. BOEHM, Manager of LIEBE KINDER GROUP, LLC, a Texas limited liability company, General Partner of LIEBE KINDER II LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of and as the act and deed of said limited liability company in its capacity as General Partner of Liebe Kinder II Limited Partnership in its capacities stated therein.

Notary Public, State of TEXAS



AFTER RECORDING, RETURN TO:
WASHINGTON COUNTY ABSTRACT COMPANY
211 East Main
P. O. Box 1808
Brenham, Texas 77834
Telephone (979) 277-9229
Telefax (979) 277-9421

A CERTIFIED copy issued DEC 0 1 2017
pg 3 of 4
Beth Rothermel, County Clerk
Washington County, TX YG Deputy

 EXHIBIT "A"

STATE OF TEXAS §
COUNTY OF WASHINGTON §

ALL THAT CERTAIN TRACT or parcel of land lying and being situated in the City of Brenham in the A. Harrington Survey, Abstract 55, Washington County, Texas and being comprised of Original Town Tract (O.T.T.), Lots 25, 26, 27, 29B, 30 and a 12' alley, less and except a strip of land said to measure 1.85' X 23.50' conveyed to Jim Plummer, et al, described in Volume 387, Page 781, Washington County Deed Records (W.C.D.R.), and being the same property conveyed to Atrium Investors as recorded in Volume 691, Page 131, Official Records of Washington County (O.R.W.C.) and more particularly described by metes and bounds as follows:

BEGINNING at a point in the north boundary of Main Street in a building seam at the apparent southwest corner of Lot 27, said point also being the southeast corner of a tract said to be comprised of Lots 28 and 29A and a portion of a 12' alley conveyed to E. G. Tonn, et ux, in Volume 493, Page 99, O.R.W.C.;

THENCE along the apparent common line between two buildings N 13°44'00" W, 132.00' to a point in the south boundary of Vulcan Street in the edge of a brick wall at the apparent northwest corner of Lot 29B;

THENCE along the south boundary of Vulcan Street N 77°00'00" E, 89.12' to a point in the end of a brick wall at the apparent northeast corner of Lot 30, said point being the northwest corner of a tract said to be comprised of Lots 23, 24, 31A, 31B and a portion of a 12' alley conveyed to Stone Abstract Company in Volume 337, Page 529, W.C.D.R.;

THENCE with the apparent common line between the Stone Abstract Company tract and the herein described tract S 12°59'06" E, 108.50' to a point being the apparent northeast corner of the previously mentioned 1.85' X 23.50 strip;

THENCE S 77°00'00" W, 1.85' to the apparent northwest corner of said strip;

THENCE along the apparent southwest line of said strip S 12°59'06" E, 23.50' to a point in the north boundary of Main Street at a building seam;

THENCE along the north boundary of Main Street generally following the edge of a brick building S 77° 00' 00" W (Reference Bearing), 85.54' to the Place of Beginning and containing 11,806 square feet.

FILED FOR RECORD
WASHINGTON COUNTY, TEXAS
2015 MAY 28 PM 3:33
Beth A. Rothermel
WASHINGTON COUNTY CLERK

STATE OF TEXAS
COUNTY OF WASHINGTON

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

MAY 29 2015

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

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF WASHINGTON
DEC 01 2017
The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession as the same is recorded in the OFFICIAL RECORDS in my office with volume and page number stamped thereon. I hereby certify on pg 4 of 4

BETH ROTHERMEL
COUNTY CLERK
WASHINGTON COUNTY, TEXAS
By _____
Deputy

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

2231

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

DATE: May 1, 2015

GRANTOR: ATRIUM INVESTORS, a Texas general partnership
306 Cedar Circle
Brenham, Washington County, Texas 77833

GRANTEE: MOSER COMMUNITY MEDIA, L.L.C., a Texas limited liability company
105 East Main Street, Suite 109A
Brenham, Washington County, Texas 77833

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration, and the further consideration of a note of even date herewith that is in the principal amount of TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($280,000.00) and is executed by Grantee, payable to the order of ATRIUM INVESTORS, a Texas general partnership. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of ATRIUM INVESTORS, a Texas general partnership and by a first lien deed of trust of even date herewith from Grantee to WENDY J. YATES, Trustee.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

All that certain tract or parcel of land, lying and being Lot 28 and a part of Lot 29 of the Original Town Tract of the City of Brenham, Washington County, Texas, containing 4,158 square feet of land, more or less, and being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Being the same property described in Deed dated December 28, 2005, executed by Geneva L. Tonn to Atrium Investors, recorded in Volume 1188, Page 806, Official Records of Washington County, Texas.

RESERVATIONS FROM CONVEYANCE: NONE

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. The rights of the public to area of Property located within the public road/roadway.

2. Such presently valid and subsisting easements, if any, to which the Property is subject as may be actually located upon the ground, which are not of record.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

A CERTIFIED copy issued DEC 0 1 2017
pg 1 of 5
Beth Rothermel, County Clerk
Washington County, TX Deputy

4. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records and pertaining to the Property.

5. Rights of tenants and parties in possession of the Property.

Grantor, for the consideration, receipt of which is hereby acknowledged, and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED.

THE PROPERTY IS BEING CONVEYED TO GRANTEE IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. GRANTOR MAKES NO WARRANTY OF CONDITION, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE FIXTURES AND PERSONAL PROPERTY. ALL WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED, ARE DISCLAIMED.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE IS NOT RELYING ON ANY INFORMATION OR DISCLOSURES PROVIDED BY GRANTOR.

ATRIUM INVESTORS, a Texas general partnership

By: Henry J. Boehm, Jr., M. D., Partner
HENRY J. BOEHM, JR., M.D., Partner

By: B & L ENTERPRISES, a Texas general partnership, Partner

By: Henry J. Boehm, Jr., M. D., Partner
HENRY J. BOEHM, JR., M.D., Partner

A CERTIFIED copy issued DEC 01 2017
pg 2 of 5
Beth Rothermel, County Clerk
Washington County, TX Deputy

SIGNATURE AND ACKNOWLEDGMENT PAGE OF SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

By: Doris Ann Lehmann
DORIS ANN LEHMANN, as Independent Executrix of the Estate of Edmund R. Lehmann, Deceased, Partner

By: Theodora Carter Vanderwerth Boehm
THEODORA CARTER VANDERWERTH BOEHM, Partner

By: Doris Ann Lehmann
DORIS ANN LEHMANN, Partner

Theodora Carter Vanderwerth Boehm
THEODORA CARTER VANDERWERTH BOEHM, individually

Doris Ann Lehmann
DORIS ANN LEHMANN, individually

Grantee has joined in the execution of this Special Warranty Deed with Vendor's Lien to acknowledge Grantee's acceptance of the Property in accordance with the terms and conditions herein contained.

MOSER COMMUNITY MEDIA, L.L.C., a Texas limited liability company

By: _____
JAMES E. MOSER, Managing Member

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on May 1, 2015, by HENRY J. BOEHM, JR., M.D., in the capacities stated therein.

CHRISTOPHER P. CANGELOSI
Notary Public, State of Texas
My Commission Expires 01-07-2016

_____
Notary Public, State of T E X A S

A CERTIFIED copy issued DEC 0 1 2017
pg 3 of 5
Beth Rothermel, County Clerk
Washington County, TX Deputy

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on May 1, 2015, by THEODORA CARTER VANDERWERTH BOEHM, in the capacities stated therein.

CHRISTOPHER P. CANGELOSI
Notary Public, State of Texas
My Commission Expires 01-07-2016

Notary Public, State of TEXAS

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on May 1, 2015, by DORIS ANN LEHMANN, in the capacities stated therein.

CHRISTOPHER P. CANGELOSI
Notary Public, State of Texas
My Commission Expires 01-07-2016

Notary Public, State of TEXAS

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on May 1, 2015, by JAMES E. MOSER, Managing Member of MOSER COMMUNITY MEDIA, L.L.C., a Texas limited liability company on behalf of and as the act and deed of said limited liability company.

CHRISTOPHER P. CANGELOSI
Notary Public, State of Texas
My Commission Expires 01-07-2016

Notary Public, State of TEXAS

AFTER RECORDING, RETURN TO:
WASHINGTON COUNTY ABSTRACT COMPANY
211 East Main
P. O. Box 1808
Brenham, Texas 77834
Telephone (979) 277-9229
Telefax (979) 277-9421

A CERTIFIED copy issued DEC 0 1 2017
pg 4 of 5
Beth Rothermel, County Clerk
Washington County, TX Deputy

EXHIBIT "A"

STATE OF TEXAS §
COUNTY OF WASHINGTON §

ALL THAT CERTAIN TRACT or parcel of land lying and being situated in the City of Brenham in the A. Harrington Survey, Abstract 55, Washington County, Texas and being comprised of Original Town Tract (O.T.T.), Lots 25, 26, 27, 29B, 30 and a 12' alley, less and except a strip of land said to measure 1.85' X 23.50' conveyed to Jim Plummer, et al, described in Volume 387, Page 781, Washington County Deed Records (W.C.D.R.), and being the same property conveyed to Atrium Investors as recorded in Volume 691, Page 131, Official Records of Washington County (O.R.W.C.) and more particularly described by metes and bounds as follows:

BEGINNING at a point in the north boundary of Main Street in a building seam at the apparent southwest corner of Lot 27, said point also being the southeast corner of a tract said to be comprised of Lots 28 and 29A and a portion of a 12' alley conveyed to E. G. Tonn, et ux, in Volume 493, Page 99, O.R.W.C.;

THENCE along the apparent common line between two buildings N 13°44'00" W, 132.00' to a point in the south boundary of Vulcan Street in the edge of a brick wall at the apparent northwest corner of Lot 29B;

THENCE along the south boundary of Vulcan Street N 77°00'00" E, 89.12' to a point in the end of a brick wall at the apparent northeast corner of Lot 30, said point being the northwest corner of a tract said to be comprised of Lots 23, 24, 31A, 31B and a portion of a 12' alley conveyed to Stone Abstract Company in Volume 337, Page 529, W.C.D.R.;

THENCE with the apparent common line between the Stone Abstract Company tract and the herein described tract S 12°59'06" E, 108.50' to a point being the apparent northeast corner of the previously mentioned 1.85' X 23.50 strip;

THENCE S 77°00'00" W, 1.85' to the apparent northwest corner of said strip;

THENCE along the apparent southwest line of said strip S 12°59'06" E, 23.50' to a point in the north boundary of Main Street at a building seam;

THENCE along the north boundary of Main Street generally following the edge of a brick building S 77° 00' 00" W (Reference Bearing), 85.54' to the Place of Beginning and containing 11,606 square feet.

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on **the date and at the time affixed hereon** by me and was **duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on** MAY - 4 2015

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

FILED FOR RECORD
WASHINGTON COUNTY, TEXAS
2015 MAY -1 PM 3:30
Beth A. Rothermel
WASHINGTON COUNTY CLERK

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF WASHINGTON DEC 0 1 2017
The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession as the same is recorded in the OFFICIAL RECORDS in my office with volume and page number stamped thereon. I hereby certify on
pg 5 of 5

BETH ROTHERMEL
COUNTY CLERK
WASHINGTON COUNTY, TEXAS
By Janice Gaule
Deputy

Exhibit B

CITY OF BRENHAM

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

Policy Adoption Date: December 7, 2017

I. PURPOSE

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

II. DEFINITION OF TAX PHASE-IN INCENTIVE

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

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

III. GUIDELINES AND CRITERIA

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

(a) Be a facility used or to be used by a Primary Jobs Employer according to Exhibit A (except for a location in the Downtown Zone).

(b) The project must add new value to the tax roll of eligible property: a minimum of $300,000 for a business new to Brenham or $150,000 for an existing local business. For development in the Downtown Zone, a National Register Historic District, the added value must be a minimum of $50,000. This is to help maintain the economic viability of the central business district.

(c) The applicant must maintain or create within the first year and throughout the Tax Phase- In incentive period a minimum of ten (10) jobs at an average salary of $36,000/year or higher, including any benefits (except for a location in the Downtown Zone).

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

(1) Jobs The projected new jobs created including the number of jobs, the type of jobs and the average salary per job class.

(2) Fiscal Impact The amount of real and personal property value that will be added to the tax roll for both eligible and ineligible property, the amount of direct sales tax that may be generated, any infrastructure improvements by the City that will be required by the facility, the infrastructure improvements made by the facility, and the compatibility of the project with the City's master plan for development.

(3) Valuation at Termination of Tax Phase-In Incentive Period The estimated fair market value, valued at the end of incentive period, of any equipment included in the Tax Phase-In incentive. The economic life of the added-value property must exceed the duration of the granted Tax Phase-In incentive period.

(4) Community Impact

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

The revitalization of a depressed area;

The business opportunities of existing local businesses;

The alternative development possibilities for proposed site;

The impact on other taxing entities;

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

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

IV. TAX PHASE-IN INCENTIVE AUTHORIZED

(a) Authorized Date A facility shall be eligible for the Tax Phase-In incentive if it has applied for the incentive prior to the commencement of construction and meets the guidelines and criteria under this Policy.

(b) Creation of New Value Tax Phase-In incentive may only be granted for the additional value of eligible property improvements made subsequent to the filing of an application for the Tax Phase-In incentive and specified in the Tax Phase-In incentive agreement between the City and the property owner and/or lessee, subject to such limitations as the guidelines and criteria may require.

(c) New and Existing Facilities Tax Phase-In incentive may be granted for new facilities and improvements and for the expansion or modernization of existing facilities and improvements. If the modernization project includes facility replacement, the Tax Phase-In incentive value shall be the tax- appraised value of the new unit(s) less the value of the old unit(s).

(d) Eligible Property Except as otherwise provided in this policy, the Tax Phase-In incentive may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary or convenient to the operation and administration of the facility.

(e) Ineligible Property The following types of property shall be fully taxable and ineligible for property Tax Phase-In incentives:

land,
animals,
inventories,
supplies,
tools,
furnishings and other forms of movable personal property,
vehicles,
vessels,
aircraft,
housing or residential property (except for property owners in the Downtown Zone),
hotels/motels,
fauna,
flora,
retail facilities (except for property owners in the Downtown Zone),
deferred maintenance investments,
property to be rented or leased except as provided in Part IV (f),
improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion,
any improvements including those to produce, store or distribute natural gas or fluids that are not integral to the operation of the facility, or
property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.

(f) Owned/Leased Facilities If a leased facility is granted the Tax Phase-In incentive, the agreement shall be executed with the lessor and the lessee and the new value investment shall be combined to calculate the total new value investment. If the lessee removes or reduces its new value investment to the detriment of the lessor, the lessor may annually elect to extend its Tax Phase-In incentive to obtain a replacement lessee. The lessor may obtain the full benefit of the remaining Tax Phase-In incentive period by resuming the Tax Phase-In incentive with the combined value of the replacement lessee by disregarding the Tax Phase-In incentive extension term. The lessor shall not receive any Tax Phase-In incentive during any year where a Tax Phase- In incentive extension has been elected. The Tax Phase-In incentive period, including any extensions, shall never exceed a total of ten years as provided by state law. The replacement lessee may apply for its own Tax Phase-In incentive based solely on its new value investment.

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

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

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

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

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

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

(1) The value of ineligible property as provided in Part IV (e) shall be fully taxable.

(2) The base year value of existing eligible property as determined each year shall be fully taxable.

(3) The additional value of new eligible property shall be taxable in the manner described in Part IV (g).

V. APPLICATION PROCESS

(a) Any present or potential owner of taxable property in the City of Brenham may request the creation of a Reinvestment Zone and Tax Phase-In incentive by filing written request with the City Manager.

(b) The application shall consist of a completed application form accompanied by:

(1) A general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken;

(2) A descriptive list of the improvements which will be a part of the facility;

(3) A map and property description or a site plan, including a legal description of the area proposed for designation as a Reinvestment Zone, as applicable.

(4) A time schedule for undertaking and completing the planned improvements;

(5) In the case of modernizing or replacing existing facilities, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application;

(6) The application form may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors of the applicant;

(7) A schedule reflecting the proposed amount of abated taxes for which the applicant seeks, as well as the anticipated taxes to be paid by the applicant which will not be subject to the Tax Phase-In incentive; and

(8) A schedule of the proposed job creation or retention, including details of job type(s), wages and benefits, and the timing of creation of any job within the phase-in period.

(c) Upon receipt of a completed application, the City Manager shall notify the Mayor and City Council. Before acting upon the application, the City may conduct an Economic Impact Study. Following this step, the City shall afford the applicant and any other interested persons the opportunity to speak and present evidence for or against the designation of the area as a Reinvestment Zone for the purpose of the Tax Phase-In incentive during a public hearing. Notice of the public hearing shall be clearly identified on an agenda of the City to be posted as required by law. At least seven (7) days before the date of the hearing, notice of the hearing must be 1) published in a newspaper having general circulation in the City; and 2) delivered in writing to the presiding officer of the governing body of each taxing entity having in its boundaries real property that is to be included in the proposed Reinvestment Zone.

(d) The City shall approve or disapprove the application for designation of an area as a Reinvestment Zone for Tax Phase-In incentive within ninety (90) days after receipt of the application. The presiding officer of the legislative body of the City shall notify the applicant of the approval or disapproval promptly thereafter.

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

VI. PUBLIC HEARING

(a) Should the City be able to show cause in the public hearing why the granting of a designation of an area as a Reinvestment Zone for the Tax Phase-In incentive will have a substantial adverse effect on its bonds, service capacity or the provision of service, that showing shall be reason for the City to deny the granting of the application.

(b) Neither a Reinvestment Zone nor a property Tax Phase-In incentive agreement shall be authorized if it is determined that:

(1) There would be a substantial adverse effect on the provision of a government service or tax base of the City.

(2) The applicant has insufficient financial capacity

(3) Planned or potential use of the property would constitute a hazard to public safety, health or morals.

(4) Planned or potential use of the property violates governmental codes or laws.

VII. AGREEMENT

(a) After approval of the application for the designation of an area as a Reinvestment Zone for the property Tax Phase-In incentive, the City shall formally pass a resolution and execute an agreement with the owner of the facility and the lessee involved, if any, which shall include:

(1) Estimated value to be abated and the base year value.

(2) Percent of value to be abated each year as provided in Part IV (g).

(3) The commencement date and the termination date of Tax Phase-In incentive.

(4) The proposed use of the facility, nature of construction, time schedule for undertaking and completing the planned improvements, map, property description and improvements list as provided in Application, Part V.

(5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided herein and other provisions that may be required for uniformity or by state law.

(6) Amount of investment and average number of jobs involved for the period of the Tax Phase-In incentive.

(7) Said contract shall meet all of the requirements of Texas Tax Code Chapter 312.

(b) Such agreement shall be executed within ninety (90) days after the later of 1) the date applicant has forwarded all necessary information to the City or 2) the date of the approval of the application.

(c) The City shall make its own determination of the property Tax Phase-In incentive which shall not bind any other jurisdiction.

VIII. ADMINISTRATION

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

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

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

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

Compliance will be monitored in the following manner:

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

(b) The Chief Appraiser of the County shall annually determine an assessment of the real and personal property in the Reinvestment Zone. This shall be done on or before October 1 of each calendar year.

(c) The Committee shall provide a report on the status of all Tax Phase-In incentive agreements to the City Council on or before December 15 of each calendar year.

IX. DEFAULT

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

In the event that the company or individual:

(1) allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or

(2) does not create jobs as outlined in the agreement; or

(3) if an Existing Local Business falls below fifty percent (50%) of their base year employment number; or

(3) violates any of the terms and conditions of the Tax Phase-In incentive agreement and fails to cure same during the Cure Period; or

(4) if the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting fire, explosion or other casualty or accident or natural disaster, for a period of more than one (1) year during the Tax Phase-In incentive period;

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

X. ASSIGNMENT

(a) The Tax Phase-In incentive may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of the City, subject to the financial capacity of the assignee and provided that all conditions and obligations in the Tax Phase-In incentive agreement are guaranteed by the execution of a new contractual agreement with the City.

(b) The contractual agreement with the new owner or lessee shall not exceed the termination date of the Tax Phase-In incentive agreement with the original owner and/or lessee.

(c) No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to the City for outstanding taxes or other obligations.

(d) Approval shall not be unreasonably withheld.

XI. SUNSET PROVISION

(a) This policy is effective upon the date of the adoption and will remain in force for two (2) years, at which time all Reinvestment Zones and Tax Phase-In incentive contracts created pursuant to its provisions may be reviewed by the City to determine whether the goals have been achieved. Based on that review, this policy may be modified, renewed or eliminated, providing that such actions shall not affect existing contracts.

(b) This policy does not amend any existing Industrial District Contracts or agreements with the owners of real property in areas deserving of specific attention as agreed by the City.

(c) Prior to the date for review, as defined above, this Policy Statement may be modified by a three fourths (3/4) vote of members each governing body, as provided for under the laws of the State of Texas.

XII. SEVERABILITY AND LIMITATIONS

(a) In the event that any section, clause, sentence, paragraph or any part of this Policy Statement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of this Policy Statement.

(b) Property that is owned or leased by the following is excluded from the property Tax Phase-In incentive:

(1) a member of the governing body of the City of Brenham or a member of a planning board or commission of the City; or

(2) a member of the Commissioners Court or a member of a planning board or commission of Washington County.

(c) If this Policy Statement has omitted any mandatory requirements of the applicable Tax Phase-In incentive laws of the State of Texas, then such requirements are hereby incorporated as a part of this Policy Statement.

XIII. VARIANCE

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

GLOSSARY

(a) "City" means the City of Brenham, Texas that levies ad valorem taxes upon and/or provides services to property located within the City limits.

(b) "Agreement" means a contractual agreement between a property owner and/or lessee and the City for the purpose of the Tax Phase-In incentive.

(c) "Base year employment" means the average number of employees for each quarter at an existing local business of the year prior to the execution of the agreement.

(d) "Base year value" means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the filing of an application for the Tax Phase-In incentive.

(e) "Committee" means the Compliance Review Committee, consisting of representatives appointed by the City, County and Chief Appraiser's office to annually review documents verifying compliance of all projects receiving the Tax Phase-In incentive.

(f) "Deferred maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process technology.

(g) "Existing Local Business" means a business that has been located in the City of Brenham and has paid property taxes for at least one full year prior to submitting any application for the property Tax Phase-In incentive.

(h) "Expansion" means the addition of buildings, employees, structures, machinery or equipment for purposes of increasing production capacity.

(i) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

(j) "Job(s)" shall represent a newly created or a retained employment position on a full-time permanent basis at an average base salary of $36,000 or higher, including any benefits, whether hired directly or leased through an employee leasing service.

(k) "Modernization" means the upgrading and or replacement of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.

(l) "New Facility" means improvements to real estate previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

(m) "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

EXHIBIT A
PRIMARY JOBS EMPLOYER DEFINITION

Sec. III (a)
Be a facility used or to be used by a Primary Jobs Employer.

"Primary job" means a job that is:

(i) available at a company for which a majority of the products or services of that company are ultimately exported to regional, statewide, national, or international markets infusing new dollars into the local economy; and

(ii) included in one of the following sectors of the North American Industry Classification System (NAICS):

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

EXHIBIT B
TAX PHASE-IN INCENTIVE SCHEDULES

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

TABLE 1 (earns 50% of incentive)

1A - Property Improvements by an Existing Local Business

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

TABLE 2 (earns 50% of incentive)

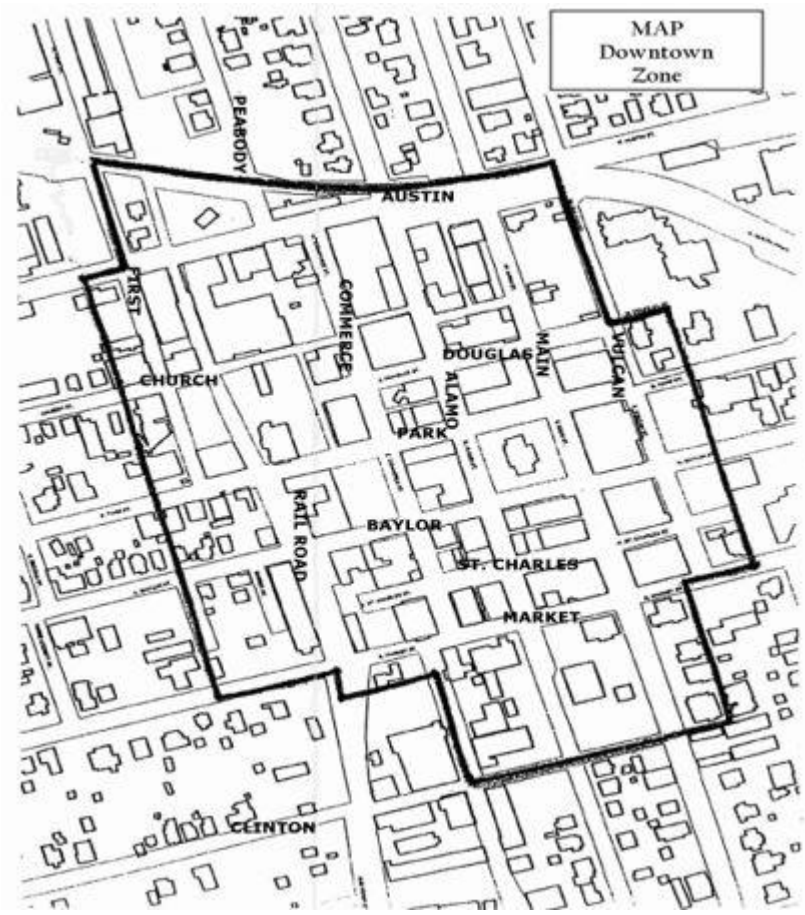
2 - Jobs Created & Retained - by Existing Businesses or New/Relocating Businesses

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

TABLE 3 Downtown Zone

Amount of valuation of downtown reinvestment determined by tax appraisal:	Percent of property tax to be abated each year							
Valuation	1	2	3	4	5	6	7	8
$ 50,000 to $150,000	90	90	90	60	40	20	0	0
$150,001 to $250,000	90	90	90	90	60	40	20	0
$250,001 and beyond	90	90	90	90	90	60	40	20

EXHIBIT C
MAP OF DOWNTOWN ZONE



AGENDA ITEM 12

DATE OF MEETING: December 21, 2017	**DATE SUBMITTED:** December 15, 2017
DEPT. OF ORIGIN: Administration	**SUBMITTED BY:** Jeana Bellinger

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Vocational Work Contract Between the City of Brenham and Texas Health and Human Services Commission (HHSC) for Document Destruction, Janitorial and Litter Management Services at Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: At the September 21, 2017 meeting, Public Works Director Dane Rau presented an amendment to the City's Vocational Work Contract with the Brenham State Supported Living Center through the Department of Aging and Disability Services (DADS) for litter clean-up and janitorial services at various city park facilities. The amendment that was presented in September was for the DADS contract expiring in 2018. The City's 2014 contract for document shredding was not amended in September.

On October 24, 2017 the City received written notice from the Health and Human Services Commission (HHSC) that the Vocational Work Contract between the City and DADS would be terminated due to HHSC being the agency now responsible for these types of contracts. DADS was abolished on September 1, 2017. The new Contract will be for a four (4) year term and maintains the current pricing and service levels. The costs of services will be as follows:

- $2,200 for janitorial services;
- $2,200 for litter management services;
- $0.12 per pound for shredding services; and
- $6.00 pick-up fee for documents to be shredded

If approved by Council, this new contract would not expire until August 31, 2021. The services provided by the residents of the State School have been extremely helpful and staff is very pleased with their work. It is staff's recommendation that the new contract with HHSC be approved.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Letter from Texas Health and Human Services Commission; and (2) Health and Human Services Commission Vocational Work Contract
FUNDING SOURCE (Where Applicable): Department 121 (Administration) budgets for document shredding services and Department 144(Parks) budgets for janitorial and litter management services.
RECOMMENDED ACTION: Approve a four (4) year Vocational Work Contract between the City of Brenham and Texas Health and Human Services Commission (HHSC) for document destruction, janitorial and litter management services at various city facilities and authorize the Mayor to execute any necessary documentation
APPROVALS: Terry K. Roberts

TEXAS
Health and Human Services

Texas Health and Human Services Commission

Charles Smith
Executive Commissioner

October 24, 2017

Milton Y. Tate, Jr., Mayor
City of Brenham
200 West Vulcan
Brenham, Texas 77834

Re: Notice of Termination for Contract No. 53900-4-0000086344 and Proposed New Vocational Work Contact

Dear Mayor Tate,

The Health and Human Services Commission ("HHSC") provides this notice to the City of Brenham ("City") that the Income Generating Vocational Work Contract between the Department of Aging and Disability Services ("DADS") for, and on behalf of the Brenham State Supported Living Center, and the City (the "Contract") will be terminated. A copy of the Contract, including amendments, is enclosed for your reference. The Contract is being terminated in accordance with Contract terms and conditions.

A new contract for the same services has been prepared and is enclosed for you review and signature. The rates and scope of the services remain the same but because DADS was abolished effective September 1st, 2017, HHSC is the contracting state agency.

The effective date of the contract termination will be the effective date of the new contract between HHSC and the City.

If you have any questions or wish to discuss this matter further, please do not hesitate to contact Paula Fuchs at (979) 428-1976, or via email at paula.fuchs@hhsc.state.tx.us.

Sincerely,

Brad Benoit
Center Director, Brenham State
Supported Living Center

Enclosures

HEALTH AND HUMAN SERVICES COMMISSION
VOCATIONAL WORK CONTRACT
(CITY OF BRENHAM)

I. PURPOSE

The **HEALTH AND HUMAN SERVICES COMMISSION** ("HHSC"), an administrative agency within the executive branch of the state of Texas, for and on behalf of the **BRENHAM STATE SUPPORTED LIVING CENTER** ("Center"), and **CITY OF BRENHAM** ("Recipient"), having its principal office at 200 West Vulcan Street, Brenham, Texas 77833, each a "Party" and collectively the "Parties," enter into the following contract for the purpose of providing work for Center vocational programs (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of the *Texas Government Code* Chapter 531.

III. DURATION

The Contract is effective on **October 20, 2017**, or the signature date of the latter of the Parties to sign this Contract, whichever is later, and terminates on **August 31, 2021**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. HHSC, in its sole discretion, may extend this Contract for any period or periods of time no greater than a cumulative total of 4 years after the initial term of the Contract, subject to terms and conditions mutually agreeable to the Parties.

IV. STATEMENT OF SERVICES TO BE PERFORMED BY HHSC

4.1 Participants in the Center's vocational program shall perform general cleaning of facilities and litter management services at city owed public parks (the "Park Services") and document shredding (the "Shredding Services") for the Recipient as follows (*collectively*, the "Services"):

4.1.1 The Center's participants will clean 19 bathrooms, 4 kitchens, 1 downtown bathroom, and provided litter management pickup services at City of Brenham owned and operated public parks. The bathroom and kitchen cleaning service will include cleaning toilets, sinks, cabinets, floors, mirrors, removing trash, and replacing toilet paper and paper towels, as needed. The litter management service will include walking through the parks, picking up and disposing of litter, and emptying and inserting new bags into the trash receptacles. Bags of trash removed from the receptacles will be placed in identified dumpsters. The service locations are as follows:

Bathroom Cleaning at the following locations:
Fireman's Park, 901 N Park St. - 3;
Henderson Park, 804 Old N. Market St. - 3; (One is in the Kitchen Building);
Hattie Mae Flowers Park, 700 Martin Luther King Jr. Dr. - 1;
Jackson Street Park, 1300 S. Jackson St.– 2 (One is in the Kitchen Building);
Jerry Wilson Park, 900 E. Alamo - 1;
Linda Anderson Park, 1300 Old Independence Rd. - 2;
Hohlt Park, 2425 North Park St. – 5 (Volleyball Court, Baseball Fields, Soccer Fields, Baseball Concession Stand, and Amphitheater);
Tennis Courts Bathrooms - 2; and
Downtown Bathroom, Alamo St. - 1

Kitchens Cleaning at the following locations:
Fireman's Park, 901 N. Park St. – 2;
Henderson Park, 804 Old N. Market St. – 1; and

Jackson Street Park, 1300 S. Jackson St. – 1.

Litter Management at the following locations:
Fireman's Park and Baseball field;
Henderson Park;
Hattie Mae Flowers Park;
Jackson Street Park;
Jerry Wilson Park;
Linda Anderson Park and baseball fields;
Recreation Facility 36 North Volleyball Courts at Lounge Road;
Fink and Korthauer;
Holt Park baseball fields, soccer fields and All Sports Building;
Rankin Soccer Field;
Library Facility area;
Dietrich Memorial Amphitheatre; and
Skate Park.

4.1.2 The Center's staff, when requested by Recipient, will transport with assistance from participants from Recipient's business address, designated documents for destruction in Center provided containers to the Center's processing facility and store the Recipients documents in a secured, locked area until scheduled to be shredded. Access to the secured area will be limited to necessary Center staff. Documents to be shred will be distributed amongst participants as part of their Vocational work program. Documents shall be shred either on "strip cut" or "cross cut" shredders. Shredded documents are collected in plastic bags. These plastic bags containing the shredded documents will remain in a locked secured warehouse within the Center. Access to the warehouse will be limited to the designated Vocational staff. All shredded documents will be processed and baled into an industrial sized bale prior to leaving the Center to be destroyed in accordance with Section 8.2 of this Contract.

4.2 The Center will, in its sole discretion, determine the number of participants that will perform the Services. Park Services will be provided daily on Monday through Friday, as the weather permits and determined by Center staff, between the hours of 7:00 a.m. and 5:00 p.m. Shredding Services will be provided on an "as needed basis." Services will not be provided on federal, state, or local holidays.

V. RECIPIENT'S OBLIGATIONS IN ADDITION TO PAYMENT FOR SERVICES AND REIMBURSEMENT OF COSTS AND EXPENSES

5.1 Recipient hereby agrees to provide, at no cost to HHSC, all materials that are needed to perform the Park Services.

VI. PAYMENT AND REIMBURSEMENT RATES

6.1 In consideration of the receipt of the above referenced Services, Recipient shall reimburse HHSC as follows:

6.1.1 Recipient hereby agrees to pay the flat rate of $4,400.00 a month for Park Services, which is divided as $2,200.00 for general cleaning services and $2,200.00 for litter management services.
6.1.2 Recipient hereby agrees to pay the rate of $0.12 per pound for Shredding Services set at time of arrival at Center.
6.1.3 Recipient hereby agrees to pay the flat rate of $6.00 per pickup of designed documents to be shredded from Recipient's business address.

6.2 If expenses incurred by the Center in the performance of the Contract increase, Center will notify Recipient of a proposed rate increase. If the Recipient agrees to the rate change, this Contract will be formally amended to reflect a revised rate. If an agreement is not reached to increase the rate, HHSC may terminate the Contract.

VII. PAYMENT FOR SERVICES

Payment will be due upon receipt of statement and should be submitted directly to:

Brenham State Supported Living Center
Attn: Cashier's Office
4001 Highway 36 South
Brenham, Texas 78703

Payments under this Contract will be made in accordance with the Texas Prompt Payment Act, *Texas Government Code* Chapter 2251.

VIII. GENERAL TERMS AND CONDITIONS

8.1 **Inability to Provide Services.** If Center is unable to provide participants for the Services, it will attempt to notify the Recipient in advance, but shall not be liable to the Recipient for not being able to provide the Services.

8.2 **Document Destruction.** If the Services in any manner incorporate document destruction of confidential documents, Center will, as to such documents if properly identified, transport the documents subject to destruction to a centralized pick-up point for an AAA-certified member of the National Association for Information Destruction ("NAID") that shall be compliant with all industry standards for information destruction services. Recipient bears sole responsibility for advising Center if documents to be destroyed are confidential or contain confidential information. Recipient must provide advance written notice of the confidential nature of any documents to be destroyed. Center, in its sole discretion, shall determine the specific method or manner by which Recipient will be required to identify confidential documents to be considered "properly identified." Recipient shall bear the costs of notice, identification, and destruction and will be invoiced by Center.

8.3 **Health Insurance Portability and Accountability Act.** Each Party shall use reasonable care and no less than the same degree of care that it uses to protect its own confidential, proprietary and trade secret information to prevent any of Recipient's confidential information from being used or disclosed in an unauthorized manner. Recipient bears sole responsibility for advising Center if documents to be destroyed are confidential or contain confidential information. Recipient must provide advance written notice of the confidential nature of any documents to be destroyed. Center, in its sole discretion, shall determine the specific method or manner by which Recipient will be required to identify confidential documents to be considered "properly identified." Recipient shall bear the costs of notice, identification, and destruction and will be invoiced by Center.

Center agrees to use appropriate safeguards to prevent the use or disclosure of properly identified confidential information obtained under this Contract. Center agrees to report to Recipient any unauthorized uses or disclosures of the information it obtains under this Contract. If an unauthorized use or disclosure qualifies as a breach as defined in the HIPAA regulations for which notification is required under 45 C.F.R § 164.404, Recipient shall conduct notification as required at its sole expense.

If this Contract involves HHSC receiving protected health information from Recipient (which requires proper identification by Recipient as set forth above), HHSC shall be a business associate of Recipient as that phrase is defined in the rules adopted under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act

("HITECH Act").

This subsection applies solely to HIPAA privacy and security regulations applicable to HHSC and does not establish an employment relationship.

8.4 **Amendments.** This Contract may only be amended by written agreement between HHSC and Recipient.

8.5 **Termination.** HHSC may terminate the Contract, in whole or in part, at any time when, in its sole discretion, HHSC determines that termination is in the best interest of the State of Texas. The termination will be effective on the date specified in HHSC notice of termination to the Recipient. To the extent practicable, as determined in HHSC sole discretion, HHSC will work with the Recipient to provide Services to assist Recipient in securing Services from another source. Any agreement by HHSC to provide such services to assist Recipient in securing Services from another source must be in writing by HHSC under appropriate authority. The Recipient may terminate the Contract by thirty 30 days written notice to HHSC.

8.6 **No Waiver of Sovereign Immunity.** No provision of this Contract is in any way intended to constitute a waiver by HHSC or the state of Texas of any immunities from suit or from liability that HHSC or the state of Texas may have by operation of law.

8.7 **Applicable Law and Venue.** The parties agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the state of Texas, except for its provisions regarding conflicts of laws. The parties also agree that the exclusive venue and jurisdiction of any legal action or suit brought by HHSC concerning this Contract shall be brought in a court of competent jurisdiction in Travis County, Texas.

8.8 **Dispute Resolution.** To the extent that Chapter 2260 of the *Texas Government Code,* is applicable to this Contract, the dispute resolution process provided for in the Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by HHSC and Recipient to attempt to resolve any claim for breach of contract made by Recipient that cannot be resolved in the ordinary course of business. HHSC Chief Counsel shall examine and any claim and negotiate with Recipient in an effort to resolve the claim. The parties specifically agree that (i) neither the execution of the Contract by HHSC nor any other conduct, action, or inaction by any representative of HHSC relating to this Contract constitutes or is intended to constitute a waiver of HHSC or the State's sovereign immunity to suit; and (ii) HHSC has not waived its right to seek redress in the courts.

8.9 **Force Majeure.** Neither Party to this Contract is liable to the other Party for any failure to perform according to the terms of the agreement that is a result of acts of God, war, government regulations, disasters, strikes, civil disorders or other emergencies making it illegal or impossible to substantially perform this Contract. Government regulations include legislative mandates requiring restriction of travel by state agencies.

8.10 **Contract Representatives.** The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party:

Recipient	**HHSC / Center**
Terry K. Roberts	Chez Strickland, CTCM
PO Box 1059	4001 Highway 36 South
Brenham, Texas 77834-1059	Brenham, Texas 77833
979-337-7389	979-836-4511
troberts@cityofbrenham.org	chez.strickland@hhsc.state.tx.us

Either Party may change its designated contract representative by written notice to the other Party.

8.11 **Notices.** Any legal notice required under this Contract shall be deemed delivered when deposited by HHSC either in the United State mail, postage paid, certified, return receipt required; or with a common carrier, overnight, signature required, to the appropriate address below:

If sent to Recipient:
City of Brenham
Attn: City Attorney
PO Box 1059
Brenham, Texas 77834-1059

If sent to HHSC:
Health and Human Services Commission
Attn: Office of Chief Counsel
4900 N. Lamar Boulevard; MC 1100
Austin, Texas 78751

Legal notice given by Recipient shall be deemed effective when received by HHSC. Either Party may change its address for legal notice by written notice to the other Party.

8.12 **Recipient's Authority.** The person or persons signing and executing this Contract on behalf of the Recipient, or representing themselves as signing and executing the Contract on behalf of the Recipient, guarantee that they have been fully authorized by the Recipient to execute the Contract on behalf of the Recipient and to validly and legally bind the Recipient to all the terms and provisions contained in this Contract.

8.13 **Contract Execution.** The Parties may sign this Contract in counterparts, each of which will be deemed an original but all of which together will constitute one document. Electronically transmitted signatures will be deemed originals for all purposes relating to the Contract.

8.14 **Entire Agreement.** This Contract contains all the terms and provisions between HHSC and the Recipient relating to the matter set for herein and no prior or contemporaneous agreement or understanding pertaining to the same, including, without limitation, any electronic mail correspondence between the Parties in connection with this Contract, shall be of any force or effect, except for any correspondence regarding the start and end time for the Engagement

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR
VOCATIONAL WORK CONTRACT

HEALTH AND HUMAN SERVICES COMMISSION

By: _____
Brad Benoit
Center Director, Brenham State Supported Living Center

Date of Execution: 10/27/17

CITY OF BRENHAM

By: _____

Name: _____

Title: _____

Date of Execution: _____

AGENDA ITEM 13

DATE OF MEETING: December 21, 2017 **DEPT. OF ORIGIN:** Administration	**DATE SUBMITTED:** December 15, 2017 **SUBMITTED BY:** Terry Roberts

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-17-027 Regarding the Election of Members to the Board of Directors of the Washington County Appraisal District

SUMMARY STATEMENT: At the November 16, 2017 council meeting, Resolution No. R-17-023 was approved for the nomination of Washington County Appraisal District Board members to serve a two-year term beginning January 1, 2018. Our taxing entity received 539 votes; these votes can be cast to one candidate or distributed among any of the candidates. There are six candidates (Joe Antkowiak, Leslie Boehnemann, Jr., Douglas Borchardt, Johanna Fatheree, Charles Gaskamp, and John Schaer) on the ballot; however, there are only five positions on the Board. The Council will need to discuss the distribution of the City's 539 votes.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: The City of Brenham, as a taxing entity, has the opportunity to vote for the WCAD Board of Directors

B. CONS: Decline the opportunity to vote for the WCAD Board of Directors

ALTERNATIVES (In Suggested Order of Staff Preference): N/A

ATTACHMENTS: (1) Resolution No. R-17-027; (2) Cover Letter from Chief Appraiser Willy Dilworth; and (3) Official Ballot WCAD Board of Directors Election

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve Resolution No. R-17-027 regarding the election of members to the Board of Directors of the Washington County Appraisal District

APPROVALS: Terry K. Roberts

RESOLUTION NO. R-17-027

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS FOR THE ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS OF THE WASHINGTON COUNTY APPRAISAL DISTRICT

WHEREAS, the Washington County Tax Appraisal District is governed by a board of five directors, serving two-year terms beginning on January 1 of even numbered years; and

WHEREAS, the governing boards of the participating taxing entities elect the directors under a system of cumulative voting; and

WHEREAS, the City of Brenham, Texas may cast its total number of votes for one candidate or distribute it among candidates for any number of directorships; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham, Texas that the City of Brenham, Texas does hereby cast its votes as shown for the following people for membership on the Board of Directors of the Washington County Appraisal District:

CANDIDATES	**VOTES CAST**
Joe Antkowiak	
Leslie Boehnemann, Jr.	
Douglas Borchardt	
Johanna Fatheree	
Charles Gaskamp	
John Schaer	

BE IT FURTHER RESOLVED that this Resolution be adopted and entered upon the pages of the minutes of the City Council of Brenham, Texas, and that a copy of this Resolution be presented to the Chief Appraiser of the Washington County Appraisal District office at 1302 Niebuhr Street, Brenham, Texas.

APPROVED this the _____ day of _____, 2017.

_____
Milton Y. Tate, Jr., Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

WASHINGTON COUNTY APPRAISAL DISTRICT

P. O. BOX 681 1301 NIEBUHR BRENHAM, TEXAS 77834-0681

(979) 277-3740

November 22, 2017

City of Brenham
Mr. Milton Tate
PO Box 1059
Brenham, TX 77834-1059

Re: Ballot for 2018 Appraisal District Board Member Election

Dear Mr. Tate,
Enclosed is the official ballot of the candidates for the Washington County Tax Appraisal District Board of Directors. **Each voting district must vote in open meeting, report its vote by written resolution, and submit it to the Chief Appraiser before December 15, 2017.**

You may cast your votes to one candidate or you may distribute the votes to any number of candidates. Your votes must be cast to a person nominated and named on the ballot.
Your taxing entity will receive 539 **votes**

The calculation of these votes is included with this letter. If you have questions concerning this process, please contact me.

Thank you for participating in this election.

Sincerely,

Willy Dilworth
Chief Appraiser

The calculation of the number of votes your entity will receive is illustrated below. Please examine this calculation and contact me with any questions you may have.

ENTITY	2016 TAX LEVY	MEMBERS LEVY	VOTES
Washington County	$15,821,116	27.5932%	1,404
City of Burton	$106,350	0.1800%	9
City of Brenham	$6,070,800	10.2515%	539
Burton I.S.D.	$4,430,825	9.0095%	393
Brenham I.S.D.	$27,846,351	49.2684%	2,471
Giddings ISD	$216,332	.5173%	19
Blinn College	$1,845,104	3.1800%	164
Total Levy	$56,336,878	100.0000%	5,000

To arrive at your taxing unit's votes, please use the following formula:

(UNIT'S 2016 LEVY / TOTAL OF ALL LEVIES) X 5,000 = # OF VOTES

2018

OFFICIAL BALLOT
Washington County Appraisal District
Board of Directors Election

CANDIDATES	**VOTES ALLOCATED**
Joe Antkowiak	____ Votes
Leslie Boehnemann, Jr.	____ Votes
Douglas Borchardt	____ Votes
Johanna Fatheree	____ Votes
Charles Gaskamp	____ Votes
John Schaer	____ Votes

Issued under my hand, this the 20th day of November, 2017.

Willy Dilworth
Chief Appraiser
Washington County Appraisal District

AGENDA ITEM 14

DATE OF MEETING: December 21, 2017 **DEPT. OF ORIGIN:** Administration		**DATE SUBMITTED:** December 15, 2017 **SUBMITTED BY:** Terry Roberts
MEETING TYPE:	**CLASSIFICATION:**	**ORDINANCE:**
☒ **REGULAR**	☐ **PUBLIC HEARING**	☐ **1ST READING**
☐ **SPECIAL**	☐ **CONSENT**	☐ **2ND READING**
☐ **EXECUTIVE SESSION**	☒ **REGULAR**	☐ **RESOLUTION**
	☐ **WORK SESSION**	

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Recommendations for Appointments and/or Reappointments to Various City Advisory Boards

SUMMARY STATEMENT: See attached memo from Terry Roberts.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Memo from Terry Roberts

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve the recommendation for appointments and/or re-appointments to various City advisory boards

APPROVALS: Terry K. Roberts

To: Mayor and City Council

From: Terry K. Roberts, City Manager

Subject: Advisory Board Recommendations for 2018

Date: December 15, 2017

At the December 7th council meeting, you approved the appointment and/or re-appointment of several citizens to our advisory boards; however, there were still a few vacancies left open.

According to the City's policy, the Mayor and City Manager are to review the board appointments and offer a recommendation to the City Council. Our recommendations for the remaining vacancies are shown below:

Brenham Housing Authority: Incumbent Ray Daugberg has submitted a request for reappointment to this Board and is being recommended for reappointment.

Hotel Occupancy Tax Board: There are two remaining vacancies on this Board and the following have submitted an application for appointment and are being recommended for appointment:

- Seneca McAdams: Mrs. McAdams is currently the Executive Director for the Texas Independence Trail Region, a non-profit organization which is part of the Texas Historical Commission's Texas Heritage Trails Program. She received her Bachelors in Mass Communication from East Central University – Ada, Oklahoma. She is also a Certified Tourism Expert through the Texas Tourism Industry Association. She is a long-time resident of Washington County and is involved in various local organizations.