



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, DECEMBER 3, 2015 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 – Rev. Johnny Williams**
- 3. Special Recognitions**
 - 3-a. Police Department Promotions & Badge Pinning**
 - Justin Schiller, Patrol Sergeant
 - Seth Klehm, Patrol Sergeant
 - Lloyd Powell, Administrative Captain
 - 3-b. Service Recognitions**
 - Betty Thiel, Library **30 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. Ordinance No. O-15-033 on Its Second Reading Authorizing the Placement of Stop Signs on Apache Drive and Cheyenne Drive at Their Intersections with South Chappell Hill Street** **Page 1**
- 5-b. Ordinance No. O-15-034 on Its Second Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Citizen's Collection Station** **Page 2-5**

WORK SESSION

6. **Discussion and Presentation by Brazos Valley Bombers Baseball Concerning Their Organization, Activities, and Proposal to Utilize Fireman's Park Baseball Complex**
Page 6
7. **Discussion and Update on the Tax Phase-In Compliance Review Committee**
Pages 7-8

REGULAR SESSION

8. **Discuss and Possibly Act Upon Resolution No. R-15-035 Re-Adopting the Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham**
Pages 9-39
9. **Discuss and Possibly Act Upon Resolution No. R-15-036 Authorizing the Submission of a Grant Application to the Office of the Governor Criminal Justice Division, Body-Worn Camera Program for a Digital Storage Server for Body Camera Recordings for the City of Brenham's Police Department**
Pages 40-41
10. **Discuss and Possibly Act Upon Bid No. 16-002 for the Purchase of a 53 Foot Aluminum Refuse Trailer and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 42-45
11. **Discuss and Possibly Act Upon Bid No. 16-003 for the Purchase and Installation of a 40 Ton HVAC Unit for City Hall and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 46-49
12. **Discuss and Possibly Act Upon the Formation and Organization of a Non-Profit Corporation Benefitting Community Projects and Programs of the City of Brenham**
Pages 50-70
13. **Discuss and Possibly Act Upon an Economic Development Services Agreement between the City of Brenham, the Brenham Community Development Corporation (BCDC), and the Economic Development Foundation of Brenham, Inc. and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 71-81
14. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Sanitation Services at the Citizen's Collection Station**
Pages 82-88
15. **Discuss and Possibly Act Upon Recommendations for Appointments to Various City Advisory Boards**
Pages 89-95

16. Administrative/Elected Officials Report

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

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 3, 2015 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 November 30, 2015 at **11:55 AM**.

Kacey A. Weiss

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 _____, 2015 at _____ AM PM.

Signature

Title

ORDINANCE NO. O-15-033

AN ORDINANCE REQUIRING THE PLACING OF CERTAIN STOP SIGNS IN THE CITY OF BRENHAM, TEXAS, SETTING THE LOCATION OF SAID STOP SIGNS, REGULATING THE TRAFFIC AT SAID STOP SIGNS, AND PROVIDING FOR PENALTY FOR VIOLATION THEREOF.

WHEREAS, it is necessary to provide stop signs at certain locations in the City of Brenham to prevent accidents, collisions and damages; to promote the flow of traffic along and into such streets; and to regulate the same:

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

Section 1. There shall be established and installed:

- (a) One (1) stop sign on Apache Drive at its intersection with S. Chappell Hill Street, regulating westbound traffic on Apache Drive; and
- (b) One (1) stop sign on Cheyenne Drive at its intersection with S. Chappell Hill Street, regulating westbound vehicular traffic on Cheyenne Drive

The stop signs shall be erected at the top of a standard pole, installed in the ground on the right hand side of the streets identified herein.

Section 2. That every person, firm or corporation, operating a motor vehicle or other vehicle of any kind, in, on, along and into the streets or street intersections designated in Section 1 hereof, upon reaching a stop sign at the location so designated, shall bring said vehicle to a full and complete stop in compliance with the provisions of applicable state law, before proceeding further along said street or into or on said street intersection.

Section 3. That any person, firm or corporation, violating Section 2 hereof, shall be fined a sum of not less than \$1.00 and not more than \$200.00, plus applicable court costs.

Section 4. This Ordinance shall take full force and effect from and after its passage, approval and publication as required by applicable law.

PASSED and APPROVED on its first reading this the 19th day of November, 2015.

PASSED and APPROVED on its second reading this the 3rd day of December, 2015.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

ORDINANCE NO. O-15-034

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

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to change the rates charged for all non-compacted waste and residential brush that is disposed of at the City of Brenham's Collection Station.

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

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Garbage Collection/Citizen's Collection Station Rate Schedule for non-compacted waste and residential brush that is disposed of at the City of Brenham's Collection Station as set forth in the attached Exhibit "A", which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after January 1, 2016.

SECTION II.

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as set forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after January 1, 2016.

PASSED AND APPROVED on its first reading this the 19th day of November, 2015.

PASSED AND APPROVED on its second reading this the 3rd day of December, 2015.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

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

ALL SERVICES	800	810
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	JANUARY 1, 2016	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective - May 7, 2015)

SANITATION RATE SCHEDULE

Residential Collection

Single Family - Homes, Apartments, Mobile Homes

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

Citizens Collection Station (Non-compacted Waste)

\$90.00/ton or .045 cents per pound

\$5.50 minimum (<160 lbs.)

\$1.00 per trash bag

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

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

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

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

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

ALL SERVICES	800	811
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	JANUARY 1, 2016	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective – May 7, 2015)

Commercial Brush

\$22.50/ton or - .01125 cents per pound

\$17.50 minimum (1 ton minimum)

Residential Brush

\$22.50/ton or .01125 cents per pound

\$2.00 minimum (<200 pounds)

Transfer Station (Compacted Waste)

In-city \$ 42.50/ton or 2.125 cents per pound

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

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

ALL SERVICES	800	812
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	JANUARY 1, 2016	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective- May 7, 2015)

POLICIES FOR SANITATION COLLECTION

1. A new customer or a change in service requires Form 7, Application of Service, be filled out at the Public Utilities Office. The form must be signed by the applicant. Copies will be disbursed to the following departments: Public Utilities, Billing Department, and Sanitation Department.
2. Effective date for new or changed service will be established by the Sanitation Department Head. Billing Department will adjust customer bills accordingly.
3. Any customer requesting a Senior Citizen Rate must complete the necessary form and provide proof of age.
4. Any customer who has residential utility service with the City shall be subject to charges for garbage service and shall comply with all City health ordinances regarding the disposal of solid waste. Charges for garbage service may be waived by the Utility Director or City Manager for customers with residential utility service that do not reside on a current residential truck route.
5. The City's garbage service to residential customers shall be exclusive and no other person, firm or corporation shall provide residential garbage service within the City limits of Brenham. Residential garbage service shall include garbage pick up at any residence at least monthly.
6. Outside the city limits services are available to residential customers presently residing on a current residential truck route that is adjacent to the city limits.
7. Garbage must be at the curb by 8:00 A.M. on collection day.
8. All garbage must be placed within five feet of curb or edge of pavement.
9. Bags shall at all times be kept secure and fastened to prevent scattering of the contents by the wind and so that flies and other insects may not have access to the contents.
10. Residential collection trucks will not pick up tires, grass clippings, leaves, tree trimming, batteries, carpet, construction materials, furniture and heavy metal objects.
11. Disposal of hazardous waste, explosives, ammunition, used oil and filters, flammable liquids, radioactive waste and/or lead-acid batteries in the City's Sanitation Collection Station is strictly prohibited. Vehicle tires shall not be placed for collection by the City, but will be accepted for disposal at the City's Collection Station
12. A special yard waste collection is provided every Wednesday for those residents who are unable to take their yard waste to the Citizens Collection Station.



AGENDA ITEM 6

DATE OF MEETING: December 3, 2015	DATE SUBMITTED: November 23, 2015						
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Rex Phelps						
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td style="vertical-align: top;"> REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION </td> <td style="vertical-align: top;"> ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR X WORK SESSION </td> <td style="vertical-align: top;"> ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION </td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR X WORK SESSION	☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:					
REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR X WORK SESSION	☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION					
AGENDA ITEM DESCRIPTION: Discussion and Presentation by Brazos Valley Bombers Baseball Concerning Their Organization, Activities, and Proposal to Utilize Fireman's Park Baseball Complex.							
SUMMARY STATEMENT: Uri Geva, the owner and founder of the Brazos Valley Bombers Baseball Team has requested that he be allowed to give a presentation to the city council. His presentation or proposal will be to allow his organization to use the Fireman Park Baseball Complex for his approximately 30 games per year. Mr. Geva advises the games will take place during the off season and that BISD and other tournaments should not be affected. Mr. Geva is requesting the ability to market and advertise with signage at the stadium. In addition, he would like to operate both beer and concession sales during his organization's games.							
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Additional entertainment option for the community, possible economic impact B. CONS: Currently being evaluated							
ALTERNATIVES (In Suggested Order of Staff Preference):							
ATTACHMENTS: None							
FUNDING SOURCE (Where Applicable):							
RECOMMENDED ACTION: No action – discussion only.							
APPROVALS: Terry K. Roberts							



AGENDA ITEM 7

DATE OF MEETING: December 3, 2015	DATE SUBMITTED: November 24, 2015	
DEPT. OF ORIGIN: Brenham EDF	SUBMITTED BY: Clint Kolby	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discussion and Update on the Tax Phase-In Compliance Review Committee		
SUMMARY STATEMENT: 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. This year, the Committee reviewed the following ten companies for compliance: Advanced Data Storage, Stanpac, QuestVapco, Blue Bell Creameries, Valmont Industries, Longwood Elastomers, MIC Group, Brazos Valley Brewing Company, PPE/GSL and Tempur Sealy. The Committee has verified that all eight companies are in compliance with the criteria set forth in the Tax Phase-In Policy.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from Brenham EDF		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: No action - discussion only		
APPROVALS: Terry K. Roberts		



2015 Board of Directors

Billy Holle, Chair
Seidel Schroeder

Matt Bentke, Vice Chair
Bluebonnet Electric Cooperative

Gary Weiss, Secretary
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Tieman Dippel III, Treasurer
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William Krueger, Past Chair
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Mike Hopkins, Jr.
Mike Hopkins Distributing Co.

Catherine Kenjura
Lacina & Kenjura, P.C.

Barney Loesch
Thrivent Financial

Stephen Miller
Brenham Wholesale Grocery Co.

Brett Smith
Lee Anderson Co.

Arlen Thielemann
Thielemann Construction Co.

Jarvis Van Dyke
Van Dyke, Rankin & Co.

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Blinn College, Retired

David Yeager
Blinn Technical Education Center

Staff

Page Michel
President & CEO

Clint Kolby
Project Manager

MEMORANDUM

To: Mayor Tate and Brenham City Council
From: Clint Kolby, EDF Project Manager
Subject: Tax Phase-In Compliance Review Committee Report
Date: November 24, 2015

According to the City of Brenham's Tax Phase-In Policy, a Compliance Review Committee shall collect from every tax phase-in incentive recipient a sworn statement of compliance and verifying documents ensuring that all requirements have been met. The Committee shall then 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.

This year, the Committee reviewed ten companies for compliance:

- Advanced Data Storage
- Stanpac
- QuestVapco
- Blue Bell Creameries
- Valmont Industries
- Longwood Elastomers
- MIC Group
- Brazos Valley Brewing Company
- PPE/GSL
- Tempur Sealy

The Tax Phase-In Compliance Review Committee, consisting of Susan Ebel and Catherine Kenjura representing the City, Roger Chambers and John Gunn representing the County, and Willy Dilworth representing the Appraisal District, met on July 13 to review their records. All ten companies have met the value creation and employment & payroll criteria for receiving the tax phase-in incentive.

If you have any questions, please feel free to contact the EDF office at 979-836-8927 or clint@brenhamtexas.com.



AGENDA ITEM 8

DATE OF MEETING: December 3, 2015	DATE SUBMITTED: November 24, 2015	
DEPT. OF ORIGIN: Brenham EDF	SUBMITTED BY: Clint Kolby	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-15-035 Re-Adopting the Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham		
SUMMARY STATEMENT: See attached memo		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from Brenham EDF; (2) Resolution No. R-15-035; (3) Current Policy Statement on Property Tax Phase-In Incentive Policy showing redlined changes; and (4) Clean copy of the revised Policy Statement on Property Tax Phase-In Incentive Policy		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve Resolution No. R-15-035 Re-Adopting the Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham		
APPROVALS: Terry K. Roberts		



2015 Board of Directors

Billy Holle, Chair
Seidel Schroeder

Matt Bentke, Vice Chair
Bluebonnet Electric Cooperative

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Donald Voelter, Ph.D.
Blinn College, Retired

David Yeager
Blinn Technical Education Center

Staff

Page Michel
President & CEO

Clint Kolby
Project Manager

MEMORANDUM

To: Mayor Tate and Brenham City Council
From: Clint Kolby, EDF Project Manager
Subject: Tax Phase-In Policy Re-Adoption for 2016-17
Date: November 24, 2015

The Tax Phase-In Policy will expire at the end of 2015 and will need to be re-adopted for another two years. The EDF's Incentives Review Committee (Committee) is recommending minor changes to the policy to be considered for re-adoption as approved by the EDF Board of Directors.

The tax phase-in incentive is a valuable tool to promote economic development in the community. It is a partial, temporary exemption from ad valorem taxes with the City of Brenham. Washington County has a mirror policy to promote the use of the tax phase-in incentive. Blinn College and Brenham ISD ad valorem taxes are paid in full at all times.

The Committee recommends that Section III (a) be changed to include a new Exhibit A that defines what a primary jobs employer is and the corresponding industry sectors that employ primary jobs. The new changes fall within the existing policy's criteria of authorized facilities. However, the Committee feels that the new changes will make it easier for a business to determine if they would be eligible to apply for the tax phase-in incentive.

Also, the Committee recommends that Section III (c) be changed to increase the minimum average annual salary from \$33,000 to \$36,000, including benefits. This change will promote the creation or retention of quality jobs and help increase the average household income in the community.

Additionally, the Committee recommends in Section VIII (a) that the deadline for tax phase-in recipients to submit their sworn statement of compliance and verifying documents be June 30 of each year instead of October 15. This change will ensure that the Tax Phase-In Compliance Review Committee will have all of the necessary documents for verification before the Chief Appraiser certifies the tax rolls.

Finally, the Committee recommends deleting the definitions in the Glossary that pertain to Section III (a) regarding authorized facilities if the aforementioned change is made.

If you have any questions or comments, please do not hesitate to contact the EDF office at 979-836-8927 or clint@brenhamtexas.com.

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

WHEREAS, on December 5, 2013 Council passed Resolution No. R-13-020 re-adopting the guidelines and criteria for granting tax abatement in a reinvestment zone created in the city; and

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

NOW, THEREFORE, BE IT RESOLVED that the undersigned does hereby re-adopt the attached guidelines and criteria for granting tax abatement in reinvestment zones in the City of Brenham styled as “Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises”, as amended and incorporated herein by reference and effective January 15, 2016

APPROVED this the _____ day of _____, 2015.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

CITY OF BRENHAM

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

Policy Adoption Date: December 3, 2015

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Deleted: 2013

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).

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Deleted: Be an Authorized Facility. A facility may be eligible if it is a(n): Agriculture/Aquaculture Facility,¶
Distribution Center Facility, Manufacturing Facility, Research Facility, or¶
Other Basic Industry. [as defined in Glossary-Section XII (o)]

- (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).

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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 one Tax Phase-In incentive schedule - Exhibit "B", table three 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 abatement shall be derived from the sum of table one and table two, unless located in a Downtown Zone, in which the total amount of abatement will be derived from table three. 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.

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(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.

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(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.

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 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. The approval by the City of a Tax Phase-In incentive shall conclusively be deemed as an approval of any variance from the provisions of Subsections (a) through (e) of Part V.

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 affect 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 December 1 of each calendar year.

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- (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. RECAPTURE

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 or maintain jobs as outlined in the agreement; 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, and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination. The City will use all available means for recapture, including but not limited to, placing a lien on the property and pursuing all other legal and equitable remedies available to the City.

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.

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.

Deleted: (a) - "Agriculture/Aquaculture Facility" means buildings, structures and major earth structure improvements, including fixed machinery and equipment, the primary purpose of which is of food and/or fiber products in commercially marketable quantities.¶

(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.

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(c) "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.

(d) "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.

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

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(f) "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.

Deleted: (g) - "Distribution Center Facility" means building and structures, including machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility, from which a majority of revenues generated by activity at the facility are derived from outside of Washington County.¶

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

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

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(i) "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.

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(j) "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

Deleted: (l) - "Manufacturing Facility" means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.¶

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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.

(k) "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.

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

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Deleted: (o) - "Other Basic Industry" means buildings and structures/including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or providing of services which serve a market primarily outside the County and results in the creation of new permanent jobs and new wealth in the County.¶

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Deleted: (q) - "Research Facility" means buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.¶

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):

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

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:		Percent of property tax to be abated each year									
	From	To	1	2	3	4	5	6	7	8	9	10
1	\$ 150,000	\$1,000,000	45	40	30	20	0	0	0	0	0	0
2	\$1,000,001	\$2,500,000	45	45	40	30	20	0	0	0	0	0
3	\$2,500,001	\$4,000,000	45	45	45	40	30	20	0	0	0	0
4	\$4,000,001	\$5,500,000	45	45	45	45	40	30	20	0	0	0
5	More than	\$5,500,000	45	45	45	45	45	40	30	20	0	0

1B - Property Improvements by a New Business

Level	Amount of Valuation of Eligible Improvements as determined by the Tax Appraisal District:		Percent of property tax to be abated each year									
	From	To	1	2	3	4	5	6	7	8	9	10
1	\$ 300,000	\$1,000,000	45	40	30	20	0	0	0	0	0	0
2	\$1,000,001	\$2,500,000	45	45	40	30	20	0	0	0	0	0
3	\$2,500,001	\$4,000,000	45	45	45	40	30	20	0	0	0	0
4	\$4,000,001	\$5,500,000	45	45	45	45	40	30	20	0	0	0
5	More than	\$5,500,000	45	45	45	45	45	40	30	20	0	0

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:		Percent of property tax to be abated each year									
	From	To	1	2	3	4	5	6	7	8	9	10
1	10	19	45	40	30	20	0	0	0	0	0	0
2	20	29	45	45	40	30	20	0	0	0	0	0
3	30	39	45	45	45	40	30	20	0	0	0	0
4	40	49	45	45	45	45	40	30	20	0	0	0
5	50 and more		45	45	45	45	45	40	30	20	0	0

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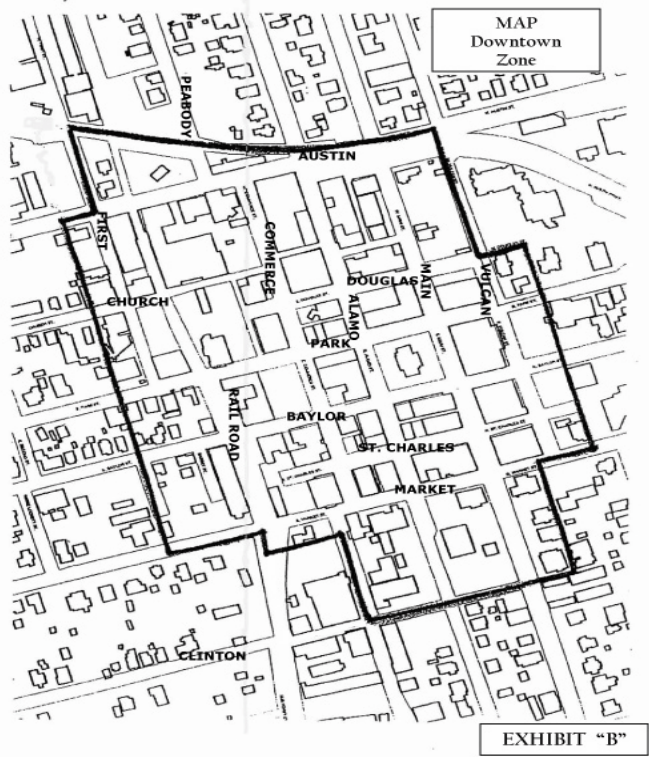
TABLE 3 Downtown Zone

Amount of valuation
of downtown
reinvestment
determined by tax appraisal:

Valuation	Percent of property tax to be abated each year							
	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

**MAP OF DOWNTOWN
ZONE**



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CITY OF BRENHAM

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

Policy Adoption Date: December 3, 2015

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 one Tax Phase-In incentive schedule - Exhibit "B", table three 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 abatement shall be derived from the sum of table one and table two, unless located in a Downtown Zone, in which the total amount of abatement will be derived from table three. 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.
- (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.

- (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.

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 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. The approval by the City of a Tax Phase-In incentive shall conclusively be deemed as an approval of any variance from the provisions of Subsections (a) through (e) of Part V.

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 December 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. RECAPTURE

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 or maintain jobs as outlined in the agreement; 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, and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination. The City will use all available means for recapture, including but not limited to, placing a lien on the property and pursuing all other legal and equitable remedies available to the City.

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.

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 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.
- (d) "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.
- (e) "Deferred maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- (f) "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.
- (g) "Expansion" means the addition of buildings, employees, structures, machinery or equipment for purposes of increasing production capacity.
- (h) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- (i) "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.
- (j) "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.
- (k) "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.
- (l) "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		Percent of property tax to be abated each year									
	From	To	1	2	3	4	5	6	7	8	9	10
1	\$ 150,000	\$1,000,000	45	40	30	20	0	0	0	0	0	0
2	\$1,000,001	\$2,500,000	45	45	40	30	20	0	0	0	0	0
3	\$2,500,001	\$4,000,000	45	45	45	40	30	20	0	0	0	0
4	\$4,000,001	\$5,500,000	45	45	45	45	40	30	20	0	0	0
5	More than	\$5,500,000	45	45	45	45	45	40	30	20	0	0

1B - Property Improvements by a New Business

Level	Amount of Valuation of Eligible improvements as determined by the Tax Appraisal District		Percent of property tax to be abated each year									
	From	To	1	2	3	4	5	6	7	8	9	10
1	\$ 300,000	\$1,000,000	45	40	30	20	0	0	0	0	0	0
2	\$1,000,001	\$2,500,000	45	45	40	30	20	0	0	0	0	0
3	\$2,500,001	\$4,000,000	45	45	45	40	30	20	0	0	0	0
4	\$4,000,001	\$5,500,000	45	45	45	45	40	30	20	0	0	0
5	More than	\$5,500,000	45	45	45	45	45	40	30	20	0	0

TABLE 2 (earns 50% of incentive)

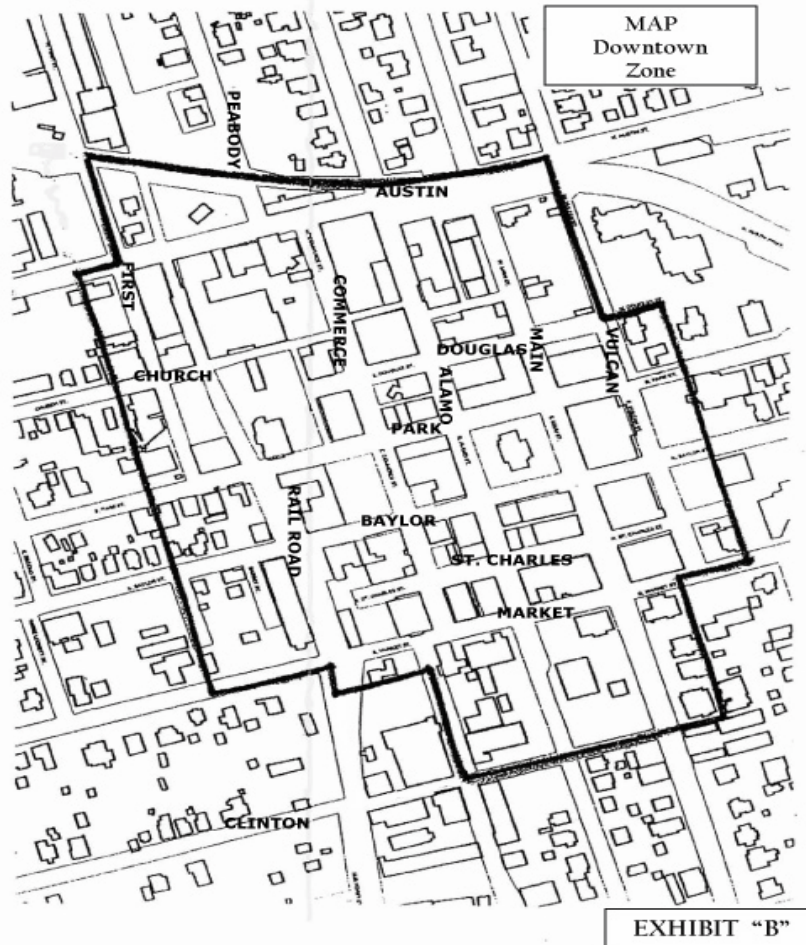
2 - Jobs Created & Retained - by Existing Businesses or New/Relocating Businesses

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		Percent of property tax to be abated each year									
	From	To	1	2	3	4	5	6	7	8	9	10
1	10	19	45	40	30	20	0	0	0	0	0	0
2	20	29	45	45	40	30	20	0	0	0	0	0
3	30	39	45	45	45	40	30	20	0	0	0	0
4	40	49	45	45	45	45	40	30	20	0	0	0
5	50 and more		45	45	45	45	45	40	30	20	0	0

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 a		and beyond	90	90	90	90	90	60	40	20

EXHIBIT C
MAP OF DOWNTOWN ZONE





AGENDA ITEM 9

DATE OF MEETING: December 3, 2015	DATE SUBMITTED: November 25, 2015															
DEPT. OF ORIGIN: Police Department	SUBMITTED BY: Angela Hahn															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
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☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-15-036 Authorizing the Submission of a Grant Application to the Office of the Governor Criminal Justice Division, Body-Worn Camera Program for a Digital Storage Server for Body Camera Recordings for the City of Brenham's Police Department																
SUMMARY STATEMENT: The Criminal Justice Division of the Governor's Office announced a Body-Worn Camera Grant program on Oct. 26, 2015. The program offers funding to aid municipal police departments in establishing or enhancing body-worn camera (BWC) programs. The monies allocated can be used for the purchase of body cameras and digital storage systems. The Department did purchase 35 body cameras earlier this year and budgeted for a server. If we are awarded grant funding, we would purchase the server and 10 more body cameras and reallocate the budgeted funds. We are requesting \$22,000 through the grant program which requires a 25% match so our share would be \$5,500.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Grant funding will allow the Department to purchase the necessary digital storage server as well as additional body cameras and accessories. B. CONS:.																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Resolution No. R-15-036																
FUNDING SOURCE (Where Applicable): Private donations																
RECOMMENDED ACTION: Approve Resolution No. R-15-036 authorizing the submission of a grant application to the State of Texas, Criminal Justice Division, for a digital storage server for body camera recordings for the City of Brenham's Police Department																
APPROVALS: Terry K. Roberts																

RESOLUTION NO. R-15-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING THE SUBMISSION OF A PRELIMINARY GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION FOR THE BODY-WORN CAMERA PROGRAM

WHEREAS, body-worn cameras are used for documenting police interaction with the public; and

WHEREAS, body-worn cameras are utilized for the protection of both police officers and the public during law enforcement encounters; and they ensure the Police Department serves with as much transparency as possible and promotes the trust of the public; and

WHEREAS, the Office of the Governor Criminal Justice Division has created a funding opportunity to aid municipal police departments in establishing or enhancing body-worn camera programs; and

WHEREAS, the Body-Worn Camera Program will provide grant monies for the one-time purchase of body cameras and digital storage servers, and grantees must provide matching funds equal to 25% of the amount awarded;

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

1. That the City Council hereby authorizes the Police Department staff to submit a preliminary grant application request in the amount of \$22,000 to the Office of the Governor Criminal Justice Division Body-Worn Camera Program.
2. That the City will comply with all requirements of the Office of the Governor Criminal Justice Division Body-Worn Camera Program including allocating monies for the City's 25% match.
3. That the Mayor is hereby authorized to execute any necessary documentation related to the grant application described herein.

PASSED AND APPROVED on this the 3rd day of December, 2015.

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 10

DATE OF MEETING: December 3, 2015	DATE SUBMITTED: November 24, 2015															
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Bid No. 16-002 for the Purchase of a 53 Foot Aluminum Refuse Trailer and Authorize the Mayor to Execute Any Necessary Documentation.																
SUMMARY STATEMENT: On November 17, 2015 the Purchasing Dept. opened bids for the purchase of an aluminum refuse trailer. The bids were as follows:																
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Bidder</u></th> <th style="text-align: left;"><u>Year</u></th> <th style="text-align: left;"><u>Mfg.</u></th> <th style="text-align: left;"><u>Del.</u></th> <th style="text-align: left;"><u>Bid Price</u></th> </tr> </thead> <tbody> <tr> <td>Travis Body & Trailer (Houston, TX)</td> <td>2016</td> <td>Travis Body</td> <td>90</td> <td>\$68,534.00</td> </tr> </tbody> </table> Bids were sent to 4 manufactures with one bid received. As seen above Travis Body and Trailer was the only bid received and met all bid specifications. Travis Body and Trailer did receive the bid in 2011 and 2013 for 53' refuse trailers. In 2013 there was one other bid but Travis was the low bid at \$65,070. During the 2015-16 budget process a total of \$68,000 was budgeted for this trailer. By purchasing this trailer it will replace unit #90 which is a 2004 Star refuse trailer. This trailer is our oldest and last steel trailer in fleet. These trailers are used 6 days a week and transport over 20+ tons of waste on each trip to the landfill. The transfer station averages 4 trips per day to the landfill with other trailers being loaded throughout the day. By buying this trailer it will maintain our fleet at 6 transport trailer and 3 trucks. Over the last year we have seen our volumes increased approximately 1000 tons than the prior year. As of 2011, we now transport all waste that enters both the Collection Station and Transfer Station.		<u>Bidder</u>	<u>Year</u>	<u>Mfg.</u>	<u>Del.</u>	<u>Bid Price</u>	Travis Body & Trailer (Houston, TX)	2016	Travis Body	90	\$68,534.00					
<u>Bidder</u>	<u>Year</u>	<u>Mfg.</u>	<u>Del.</u>	<u>Bid Price</u>												
Travis Body & Trailer (Houston, TX)	2016	Travis Body	90	\$68,534.00												
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):																
A. PROS: Replace an old trailer that has served its life expectancy. Right at budget number.																
B. CONS: Only one bid received.																
ALTERNATIVES (In Suggested Order of Staff Preference):																

ATTACHMENTS: (1) Bid Information Sheet; and (2) Bid Tabulation
FUNDING SOURCE (Where Applicable): 106-5-042-813.00
RECOMMENDED ACTION: Approval of Bid No. 16-002 to Travis Body and Trailer in the amount of \$68,534.00 for a 53 foot aluminum refuse trailer and authorize the Mayor to execute any necessary documentation.
APPROVALS: Terry K. Roberts



Bid Information Sheet

November 17, 2015

Bid No. 16-002

For: Purchase of Live Floor Trailer

Purchase not to exceed budgeted funds.

Number of bids sent out: 4

Number of completed bids returned to Purchasing: 1



BID TABULATION

IFB 16-002
PURCHASE OF LIVE FLOOR TRAILER

BIDDER	BID PRICE	DELIVERY CHARGE	TOTAL	DELIVERY
Travis Body & Trailer Houston, TX	\$68,234.00	\$300.00	\$68,534.00	90 Days After Receipt of Order



AGENDA ITEM 11

DATE OF MEETING: December 3, 2015	DATE SUBMITTED: November 24, 2015															
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
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☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Bid No. 16-003 for the Purchase and Installation of a 40-Ton HVAC Unit for City Hall and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: On November 10, 2015 bids were opened for the purchase and installation of a 40 ton HVAC unit for City Hall. There were 8 bids sent out with 5 bids received. The lowest bidder was Lakeway Air Conditioning at \$48,710.00. (See Bid Tabulation)																
This unit is a direct replacement for the 2003 Carrier HVAC Unit that controls the 1st Floor East Wing of City Hall where Utility Billing is located. This replacement was budgeted for in the 2014-15 budget at a cost of \$45,000. We have had numerous issues with this unit that pertains to the condenser coils falling apart, unit is operating on only one compressor, fan motor overamping, and high head pressure. This unit is approaching 13 years old. We would like to get this unit ordered to make sure that the work can be completed well before summertime. Lakeway has stated that upon receiving the purchase authorization the delivery will be approximately 120 days. This will put the installation on or around April 1st just in time for summer's arrival. This unit along with the remaining units have been part of our continuous 5 year capital planning process. We will now have replaced 4 of the 6 units on City Hall. Two remaining units are a 20 Ton unit and a smaller 10 ton unit. When the installation occurs, the front entrance of City Hall will be shut down and all patrons will be directed to use the Court entrance. Installation is not expected to last more than one day.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):																
A. PROS: Replacing another unit with a more efficient and reliable unit.																
B. CONS: Slightly over the budget amount of \$45,000.																

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Bid Information Sheet; and (2) Bid Tabulation
FUNDING SOURCE (Where Applicable): 236-5-100-802.00
RECOMMENDED ACTION: Approval of Bid No. 16-003 to Lakeway Air Conditioning in the amount of \$48,710.00 for the purchase and installation of a 40-ton HVAC unit for City Hall and authorize the Mayor to execute any necessary documentation.
APPROVALS: Terry K. Roberts



Bid Information Sheet

11/10/15

IFB Number: 16-003

For: Purchase and Installation of Forty (40) Ton Air Conditioning Unit

Purchase not to exceed budgeted funds.

Number of bidders contacted and/or sent bids: 8

Number of bids received: 5



BID TABULATION					
PURCHASE AND INSTALLATION OF FORTY (40) TON AIR CONDITIONING UNIT					
IFB NO 16-003					
	Brenham	Carrier	Lange	TD	Lakeway
	Heating &	Corporation	Mechanical	Industries	Air Conditioning
Item	Air Conditioning		Services		
A/C Unit	\$59,500.00	\$69,000.00	\$53,790.19	\$53,861.00	\$48,710.00



AGENDA ITEM 12

DATE OF MEETING: December 3, 2015	DATE SUBMITTED: November 20, 2015	
DEPT. OF ORIGIN: Community Services	SUBMITTED BY: Wende L. Ragonis	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Formation and Organization of a Non-Profit Corporation Benefitting Community Projects and Programs of the City of Brenham		
SUMMARY STATEMENT: During the August 27, 2015 Council meeting, staff presented the opportunity to develop a 501(c)(3) non-profit charitable entity. A 501(c)(3) entity would provide a process for the City of Brenham to receive, accept, hold, invest, reinvest or administer gifts, grants or bequests of money or property of any sort or nature to be used to actively promote community projects and programs which preserve, foster and enhance the economic and social well-being of the community of Brenham. Monies in the 501(c)(3) would add quality, substance and meaning to community living and nurture a healthy, vigorous and progressive environment in which to live and work. This funding could be offered for cultural, educational, recreational, civic and/or public improvement programs and projects. As discussed at the August 27 th work session, the City Attorney has drafted by-laws and other necessary documentation for the creation of the 501(c)(3) entity. This documentation is attached and presented for your consideration and review.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Certificate of Formation; (2) Bylaws; and (3) Initial Meeting Resolution		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve the formation and organization of a Non-Profit Corporation benefitting community projects and programs of the City of Brenham		
APPROVALS: Terry K. Roberts		

CERTIFICATE OF FORMATION
OF
CITY OF BRENHAM COMMUNITY PROJECTS FUND, INC.

I, the undersigned natural person, of the age of eighteen (18) years or more and a citizen of the State of Texas, acting as organizer of a corporation under the Texas Business Organizations Code, do hereby adopt the following Certificate of Formation for such corporation:

ARTICLE ONE

The name of the corporation (the “Corporation”) is “City of Brenham Community Projects Fund, Inc.”

ARTICLE TWO

The Corporation is a nonprofit corporation and shall have all of the powers, duties, authorizations and responsibilities as provided in the provisions of the Texas Business Organizations Code applicable to nonprofit organizations. Notwithstanding the foregoing, the Corporation shall neither have nor exercise any power, nor engage directly or indirectly in any activity, that would invalidate its status as an organization exempt from federal income tax and described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws (the “Code”).

ARTICLE THREE

The period of the Corporation’s duration is perpetual.

ARTICLE FOUR

The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Code. Within the scope of the foregoing purposes, the Corporation is organized and shall be operated to support the City of Brenham, Texas in implementing and conducting its charitable and educational projects designed to expand areas of service to citizens of and visitors to the City of Brenham, Texas. The assets and properties of the Corporation are hereby pledged for use in performing its exempt functions.

ARTICLE FIVE

The Corporation shall have no members.

ARTICLE SIX

No part of the net earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation, or any private individual; provided, however, that reasonable compensation may be paid for services rendered to or for the Corporation and expenses may be reimbursed or paid in furtherance of one or more of its purposes.

ARTICLE SEVEN

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as permitted by Section 501(h) of the Code), and the Corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE EIGHT

Notwithstanding any other provision of this Certificate of Formation, if this Corporation shall be, or shall be deemed to be, a private foundation as described in Section 509(a) of the Code, then (a) the Corporation shall make distributions in each taxable year at such time and in such manner as not to subject the Corporation to tax under Section 4942 of the Code, and (b) the Corporation is expressly prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Code, from retaining any excess business holdings as defined in Section 4943(c) of the Code, from making any investments in such manner as to subject the Corporation to tax under Section 4944 of the Code and from making any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE NINE

In the event the Corporation is dissolved, the Board of Directors shall, after all liabilities and obligations of the Corporation are paid or provision is made therefor, adopt a plan for the distribution of the remaining assets of the Corporation to one or more organizations that are organized and operated exclusively for charitable or educational purposes as shall at that time have purposes similar to those of the Corporation and which qualify as charitable organizations under Section 501(c)(3) of the Code and are not private foundations. Any of such assets not so disposed of shall be disposed of by the Probate Court of Washington County, Texas, exclusively for such purposes. No director or officer of the Corporation and no private individual will be entitled to share in the distribution of any assets of the Corporation in the event of dissolution.

ARTICLE TEN

The Board of Directors of the Corporation shall be the governing body of the Corporation and shall be elected in the manner set forth in the Bylaws of the Corporation. The number of directors may be changed from time to time in the manner provided for in the Bylaws of the Corporation, but in no event shall there be less than three (3) directors. The number of directors constituting the initial Board of Directors shall be three (3), and their names and addresses are as follows:

<u>Name</u>	<u>Address</u>
Milton Y. Tate, Jr.	200 W. Vulcan P.O. Box 1059 Brenham, TX 77834-1059
Gloria Greenwade Nix	200 W. Vulcan P.O. Box 1059 Brenham, TX 77834-1059
Terry K. Roberts	200 W. Vulcan P.O. Box 1059 Brenham, TX 77834-1059

ARTICLE ELEVEN

The power to adopt, alter, amend or repeal the Bylaws of the Corporation and the power to amend or restate this Certificate of Formation shall be vested exclusively in its Board of Directors.

ARTICLE TWELVE

The Corporation shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (i) is or was a director or officer of the Corporation or (ii) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the Texas Business Organizations Code, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Texas Business Organizations Code, as the same exists or may hereafter be amended. If a

claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to also be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense is not permitted under the Texas Business Organizations Code, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors or any committee thereof or special legal counsel) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its Board of Directors or any committee thereof or special legal counsel) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of such person's heirs, executors, administrators and personal representatives. The rights conferred above shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, bylaw, resolution of the directors, agreement or otherwise. The Corporation may additionally indemnify any person covered by the grant of mandatory indemnification contained in this Article to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Corporation may purchase and maintain insurance or a similar arrangement (including, but not limited to, a trust fund, self-insurance, a security interest or lien on the assets of the Corporation, or a letter of credit, guaranty or surety arrangement) on behalf of any person who is serving the Corporation (or another entity at the request of the Corporation) against any liability asserted against such person and incurred by such person in such a capacity or arising out of status as such a person, whether or not the Corporation would have the power to indemnify such person against that liability under this Article or by statute. Notwithstanding the other provisions of this Article, the Corporation may not indemnify or maintain insurance or a similar arrangement on behalf of any person if such indemnification or maintenance of insurance or similar arrangement would subject the Corporation to income tax under the Code or subject any such person to excise tax under the Code. For purposes of this Article, the term "expenses" includes court costs and attorney's fees, and the term "proceeding" means any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in such action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

ARTICLE THIRTEEN

A director of the Corporation shall not be personally liable to the Corporation for monetary damages for any act or omission in such director's capacity as a director, except that this Article does not authorize the elimination or limitation of the liability of a director to the extent the director is found liable for: (i) a breach of the director's duty of loyalty to the Corporation; (ii) an act or omission not in good faith that constitutes a breach of the duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (iv) an act or omission for which the liability of a director is expressly provided by an applicable statute. The foregoing elimination of liability to the Corporation shall not be deemed exclusive of any other rights, limitations of liability or indemnity to which a director may be entitled under any other provision of the Certificate of Formation or Bylaws of the Corporation, contract or agreement, vote of directors, principle of law or otherwise. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or amendment. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the foregoing provisions of this Article, the liability of a director shall be eliminated to the full extent permitted by any amendment to the Texas Business Organizations Code hereafter enacted that further eliminates or permits the elimination of the liability of a director. To the extent permitted by applicable law, the foregoing limitation of liability set forth in this Article shall extend to the Corporation's officers.

ARTICLE FOURTEEN

Any action required or permitted to be taken at any meeting of director or committee members may be taken without a meeting and without a vote, if a consent or consents in writing setting forth the action so taken shall be signed by a sufficient number of directors or committee members, as the case may be, as would be necessary to take that action at a meeting at which all persons entitled to vote on the action were present and voted. Prompt notice of the taking of any action by directors or a committee without a meeting by less than unanimous written consent shall be given to those directors or committee members who did not consent in writing to the action.

ARTICLE FIFTEEN

The address of the initial registered office of the Corporation is 200 W. Vulcan, P.O. Box 1059, Brenham, TX 77834-1059, and the name of the initial registered agent at such address is Terry K. Roberts.

ARTICLE SIXTEEN

The name and address of the Organizer is: Cary L. Bovey, 2251 Double Creek Drive, Suite 204, Round Rock, Texas 78664.

IN WITNESS WHEREOF, I, Cary L. Bovey, the undersigned Organizer, have hereto set my name this ____ day of _____, 2015.

Cary L. Bovey, Organizer

BYLAWS
OF
CITY OF BRENHAM COMMUNITY PROJECTS FUND, INC.

Adopted: _____, 2015

ARTICLE ONE

NAME, PURPOSES, POWERS AND OFFICES

Section 1.1. Name. The name of this corporation (the “Corporation”) is “City of Brenham Community Projects Fund, Inc.”

Section 1.2. Purposes. The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) and the Regulations as promulgated under the Code as they now exist or as they may hereafter be amended (the “Regulations”). All references to any section of the Code shall imply a reference to the Regulations promulgated thereunder. Within the scope of the foregoing purposes, the Corporation is organized and shall be operated as a supporting organization of the City of Brenham, Texas, which is exempt from federal income taxation under Section 501(c)(3) of the Code and is not a private foundation within the meaning of Section 509(a) of the Code. The Corporation will support the City of Brenham, Texas in implementing and conducting its charitable and educational projects designed to expand areas of service to citizens and visitors of the City of Brenham, Texas. The assets and properties of the Corporation are hereby pledged for use in performing its exempt functions.

Section 1.3. Powers. The Corporation is a nonprofit corporation and shall have all of the powers, duties, authorizations and responsibilities as provided in the Texas Business Organizations Code applicable to nonprofit corporations; provided, however, the Corporation shall neither have nor exercise any power, nor engage directly or indirectly in any activity, that would invalidate its status as an organization that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Code.

Section 1.4. Offices. The Corporation may have, in addition to its registered office, offices at such places, both within and without the State of Texas, as the Board of Directors may from time to time determine or as the activities of the Corporation may require.

ARTICLE TWO

BOARD OF DIRECTORS

Section 2.1. General Powers; Delegation. The activities, property and affairs of the Corporation shall be managed by its Board of Directors, who may exercise all such powers of the Corporation and do all such lawful acts and things as are permitted by statute, by the Certificate of Formation or by these Bylaws.

Section 2.2. Number and Qualifications. The Board of Directors of the Corporation shall consist of such number of directors as shall be determined from time to time by resolution of the Board of Directors; provided, that at no time shall the number of directors be less than three (3), and no decrease in number shall have the effect of shortening the term of any incumbent director. A majority of the Directors shall be persons who are not “disqualified persons” as that term is defined in Section 4946 of the Code.

Section 2.3. Election and Term of Office. The initial directors shall be those persons named and designated as such in the Certificate of Formation of the Corporation. Each of the initial directors shall hold office until the conclusion of the 2016 annual meeting of the Board of Directors of the Corporation, and until his or her successor is chosen and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal from office. Thereafter, each director shall hold office for a two-year term (or for a one-year term if necessary to achieve a staggered Board of Directors) and until such director’s successor is chosen and qualified, or until such director’s earlier death, resignation, retirement, disqualification or removal from office. Directors may serve an unlimited number of consecutive terms. To the extent possible, the terms of the directors shall be staggered, and one-third (1/3) of the directors shall be elected each year. As their terms expire, the directors shall be elected or re-elected, as the case may be, by a simple majority vote of the City Council of the City of Brenham, Texas, at any meeting thereof.

Section 2.4. Filling of Vacancies. Any vacancy occurring in the Board of Directors resulting from the death, resignation, retirement, disqualification or removal from office of any director shall be filled in the same manner by which the vacating director was elected. Any director elected to fill a vacancy shall hold office for the remainder of the vacated term, and until such director’s successor is chosen and qualified, or until such director’s earlier death, resignation, retirement, disqualification or removal from office.

Section 2.5. Removal. Any director may be removed, either for or without cause, in the same manner by which the director was elected, if notice of the

intention to act upon such matter shall have been given to the director proposed to be removed.

Section 2.6. Place of Meetings. Meetings of the Board of Directors shall be held at such places, within the City of Brenham, Texas, as may from time to time be fixed by the Board of Directors or as shall be specified or fixed in the respective notices or waivers of notice thereof.

Section 2.7. Annual Meetings. Beginning in 2016, an annual meeting of the Board of Directors shall be held the third week in May each year at such a place as the directors may deem advisable. At such annual meeting, the directors of the Corporation shall elect officers and transact any and all other business as may properly come before the meeting. Written notice of the place, date and time of each annual meeting of the Board of Directors shall be delivered to each director not less than ten (10) nor more than sixty (60) days before the date of such meeting.

Section 2.8. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as may be fixed from time to time by resolution adopted by the Board and communicated by notice to all directors. Except as otherwise provided by statute, by the Certificate of Formation or by these Bylaws, any and all business may be transacted at any regular meeting.

Section 2.9. Special Meetings. Special meetings of the Board of Directors may be called by the President upon not less than three (3) nor more than sixty (60) days' notice to each director. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) or more directors. Except as otherwise provided by statute, by the Certificate of Formation or by these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 2.10. Quorum and Manner of Acting. At all meetings of the Board of Directors the presence of a majority of the number of directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by statute, by the Certificate of Formation or by these Bylaws. Directors present by proxy may not be counted toward a quorum. The act of a majority of the voting directors present in person or by proxy at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by statute, by the Certificate of Formation or by these Bylaws, in which case the act of such greater number shall be requisite to constitute the act of the Board. A director may vote in person or by proxy executed in writing by the director. No proxy shall be valid after three (3) months from the

date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable and unless otherwise made irrevocable by law. If a quorum shall not be present at any meeting of the directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting at which a quorum shall later be present, any business may be transacted which might have been transacted at the meeting as originally convened.

Section 2.11. No Compensation. Directors may not receive compensation for their services as directors or as members of a standing or special committee of the Board, but may receive reimbursement for expenses incurred on behalf of the Corporation or in attending meetings of the Board of Directors (if, and to the extent, authorized by a resolution adopted by the directors) and may receive compensation for serving the Corporation in any other capacity (if, and to the extent, authorized by a resolution adopted by the directors).

ARTICLE THREE

COMMITTEES

Section 3.1. General. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees which to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation. Any such committee shall consist of two (2) or more persons, a majority of whom are directors. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on the Board or such director by law.

Section 3.2. Advisory Boards of Committees. Advisory boards or committees not having and exercising the authority, responsibility or duties of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by the directors. Except as otherwise provided in such resolution, members of each such advisory board or committee need not be directors of the Corporation. The President shall appoint the members of such advisory boards or committees. Any member thereof may be removed by the President whenever in the President's judgment the best interests of the Corporation shall be served by such removal.

Section 3.3. Term of Office. Each member of any committee of directors or advisory board or committee created pursuant to this Article Three shall continue as such until the next annual meeting of the directors of the Corporation and until such member's successor is appointed, unless the board or committee is sooner

terminated, or unless such member is removed from such board or committee or shall cease to qualify as a member thereof.

Section 3.4. Chair. Unless otherwise designated by these Bylaws, one or more members of each directors' committee or advisory board or committee created pursuant to this Article Three shall be appointed chair, or co-chair, by the person or persons authorized to appoint the members thereof.

Section 3.5. Vacancies. Vacancies in the membership of any committee of directors or advisory board or committee created pursuant to this Article Three may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 3.6. Quorum; Manner of Acting. Unless otherwise provided in the resolution of the Board of Directors designating a committee of directors or advisory board or committee created pursuant to this Article Three, a majority of the whole board or committee shall constitute a quorum, and the act of the majority of the members present at the meeting at which a quorum is present shall be the act of the board or committee.

Section 3.7. Rules. Each committee of directors or advisory board or committee created pursuant to this Article Three may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE FOUR

NOTICES

Section 4.1. Manner of Giving Notice. Whenever, under the provisions of any statute, the Certificate of Formation or these Bylaws, notice is required to be given to any director or committee member of the Corporation, and no provision is made as to how such notice shall be given, it shall not be construed to require personal notice, but any such notice may be given in writing by hand delivery, by facsimile transmission, by electronic mail or other electronic communication if permitted by the Texas Business Organization Code, or by mail, postage prepaid, addressed to the director or committee member at such person's address as it appears on the records of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be delivered at the time when the same shall be deposited in the United States mail, as aforesaid. Any notice required or permitted to be given by facsimile or electronic transmission shall be deemed to be given upon successful transmission of such facsimile or electronic message.

Section 4.2. Waiver of Notice. Whenever any notice is required to be given to any director or committee member of the Corporation under the provisions of any statute, the Certificate of Formation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE FIVE

OFFICES, EMPLOYEES AND AGENTS: POWERS AND DUTIES

Section 5.1. Elected Offices. The elected officers of the Corporation shall include a President, a Secretary, and a Treasurer, and may include one or more Vice Presidents, as may be determined from time to time by the Board (and in the case of any such Vice President, with such descriptive title, if any, as the Board shall deem appropriate).

Section 5.2. Election. So far as is practicable, all elected officers shall be elected by the Board of Directors at each annual meeting thereof.

Section 5.3. Appointive Officers. The Board of Directors may appoint one or more Assistant Secretaries and Assistant Treasurers and such other officers and assistant officers and agents as it shall from time to time deem necessary, who shall exercise such powers and perform such duties as shall be set forth in these Bylaws or determined from time to time by the Board.

Section 5.4. Two or More Offices. Any two (2) or more offices may be held by the same person, except that the President and Secretary shall not be the same person.

Section 5.5. No Compensation. Officers may not receive compensation for their services as officers, but may receive reimbursement for expenses incurred on behalf of the Corporation (if, and to the extent, authorized by resolution adopted by the Board of Directors) and may receive compensation for serving the Corporation in any other capacity (if, and to the extent authorized by a resolution adopted by the Board of Directors).

Section 5.6. Term of Office; Removal; Filling of Vacancies. Each elected officer of the Corporation shall hold office until such officer's successor is chosen and qualified in such officer's stead or until such officer's earlier death, resignation, retirement, disqualification or removal from office. Each appointive officer shall hold office at the pleasure of the Board of Directors without the necessity of periodic

reappointment. Any officer or agent may be removed at any time by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5.7. President. The President shall be the chief executive officer of the Corporation and, subject to the provisions of these Bylaws, shall have general supervision of the activities and affairs of the Corporation and shall have general and active control thereof. The President shall preside when present at meetings of the Board of Directors and shall serve as an ex-officio member of each committee (if any) having the authority of the Board of Directors in the management of the Corporation. The President shall have general authority to execute bonds, deeds and contracts in the name of the Corporation and to affix the corporate seal thereto; to cause the employment or appointment of such employees and agents of the Corporation as the proper conduct of operations may require and to fix their compensation; to remove or suspend any employee or agent; and in general to exercise all the powers usually appertaining to the office of president of a corporation, except as otherwise provided by statute, the Certificate of Formation or these Bylaws. In the absence or disability of the President, the duties of such office shall be performed and the powers by exercised by the Vice Presidents, if any, in the order of their seniority, unless otherwise determined by the President or the Board of Directors.

Section 5.8. Vice Presidents. Each Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to such office by the President or the Board of Directors.

Section 5.9. Secretary. The Secretary shall see that notice is given of all annual and special meetings of the Board of Directors and shall keep and attest true records of all proceedings at all meetings of the Board. The Secretary shall have charge of the corporate seal and shall have authority to attest any and all instruments of writing to which the same may be affixed. The Secretary shall keep and account for all books, documents, paper and records of the Corporation, except those for which some other officer or agent is properly accountable. The Secretary shall generally perform all duties usually appertaining to the office of secretary of a corporation. In the absence or disability of the Secretary, the duties of such office shall be performed and the powers may be exercised by the Assistant Secretaries, if any, in the order of their seniority, unless otherwise determined by the Secretary, the President or the Board of Directors.

Section 5.10. Assistant Secretaries. Each Assistant Secretary, if any, shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to such office by the Secretary, the President or the Board of Directors.

Section 5.11. Treasurer. The Treasurer shall be the chief accounting and financial officer of the Corporation and shall have active control of and shall be responsible for all matters pertaining to the accounts and finances of the Corporation and shall direct the manner of certifying the same; shall supervise the manner of keeping all vouchers for payments by the Corporation and all other documents relating to such payments; shall receive, audit and consolidate all operating and financial statements of the Corporation and its various departments; shall have supervision of the books of account of the Corporation, their arrangements and classification; shall supervise the accounting and auditing practices of the Corporation and shall have charge of all matters relating to taxation. The Treasurer shall have the care and custody of all monies, funds and securities of the Corporation; shall deposit or cause to be deposited all such funds in and with such depositories as the Board of Directors shall from time to time direct or as shall be selected in accordance with procedures established by the Board; shall advise upon all terms of credit granted by the Corporation; shall be responsible for the collection of all its accounts and shall cause to be kept full and accurate accounts of all receipts, disbursements and contributions of the Corporation. The Treasurer shall have the power to endorse for deposit or collection or otherwise all checks, drafts, notes, bills of exchange or other commercial papers payable to the Corporation, and to give proper receipts or discharges for all payments to the Corporation. The Treasurer shall generally perform all duties usually appertaining to the office of treasurer of a corporation. In the absence or disability of the Treasurer, the duties of such office shall be performed and the powers may be exercised by the Assistant Treasurers, if any, in the order of their seniority, unless otherwise determined by the Treasurer, President or the Board of Directors.

Section 5.12. Assistant Treasurers. Each Assistant Treasurer, if any, shall generally assist the Treasurer and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to such office by the Treasurer, the President or the Board of Directors.

Section 5.13. Additional Powers and Duties. In addition to the foregoing specially enumerated duties, services and powers, the several elected and appointed officers of the Corporation shall perform such other duties and services and exercise such further powers as may be provided by statute, the Certificate of Formation or these Bylaws, or as the Board of Directors may from time to time determine or as may be assigned by any competent superior officer.

ARTICLE SIX

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 6.1. Contracts. The Board of Directors may authorize any office or officers, or agent or agents, of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 6.2. Checks, Draft or Orders for Payment. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination, such instruments shall be signed by the President and countersigned by the Treasurer of the Corporation. However, the Board of Directors may establish a “petty cash” fund for incidental expenses and disbursements.

Section 6.3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select or as may be selected in accordance with procedures established by the Board.

Section 6.4. Conflicts of Interest. No contract (other than a wholly gratuitous transfer of assets or promise to transfer assets to the Corporation) of any kind (including, but not limited to, a loan, lease, agreement of sale or purchase, pledge, guarantee, assumption of liability, bailment, or consignment) may be entered into by and between the Corporation and any of the following: (i) a director, officer, committee member, or employee of the Corporation (hereinafter an “Insider”); or (ii) any corporation, partnership, trust, sole proprietorship or any other entity (hereinafter an “Entity”) in which an interest is owned or held, directly or indirectly, by or for the benefit of an Insider, unless (a) the transaction is approved in accordance with Section 22.230 of the Texas Business Organizations Code; and (b) if one or more of the parties to the contract or transaction is a “disqualified person” with respect to the Corporation within the meaning of Section 4958 of the Internal Revenue Code, either (x) such transaction is reviewed and approved in accordance with the “rebuttable presumption safe harbor” provisions set forth in the regulations promulgated under Section 4958 of the Code or (y) the Board of Directors or any committee thereof determines that such procedures are not necessary for the transaction involved and records its specific findings for making such a

determination. All Insiders shall, as a condition of qualifying and continuing to qualify as a director, officer, committee member or employee of the Corporation, abide by such conflict of interest policies as the Board of Directors may adopt from time to time and submit each conflict of interest disclosure statement as the Board of Directors shall direct.

ARTICLE SEVEN

ACTIONS WITHOUT MEETINGS

Section 7.1. Unanimous Consent. Any action required or permitted to be taken at any meeting of the directors or the members of a committee may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by all of the directors or all of the committee members, as the case may be. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document.

Section 7.2. Other Action Without a Meeting. Any action required or permitted to be taken at any meeting of directors or committee members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by a sufficient number of directors or committee members, as the case may be, as would be necessary to take the action at a meeting at which all the directors or the members of the committee were present and voting, so long as at least twenty-four (24) hours' notice of the proposed action is sent to each director or each committee member at the address or facsimile number of such director or committee member that appears in the records of the Corporation. Prompt notice of the taking of any action by the directors or the members of a committee without a meeting by less than unanimous written consent shall be given to those directors or committee members who did not consent in writing to the action. Every written consent signed by less than all the directors or committee members entitled to vote with respect to the action that is the subject of the consent shall bear the date of signature of each person who signs the consent. No written consent signed by less than all the directors or committee members entitled to vote with respect to the action that is the subject of the consent shall be effective to take such action unless, within sixty (60) days after the date of the earliest dated consent delivered to the Corporation in the manner required by law, a consent or consents signed by not less than the minimum number of directors or committee members that would be necessary to take the action that is the subject of the consent are delivered to the Corporation by delivery to its registered office, registered agent, or principal place of business, or by delivery to an officer or agent of the Corporation having custody of the books in which proceedings of meetings are recorded. Delivery shall be by hand or certified mail, return receipt requested. Delivery to the

Corporation's principal place of business shall be addressed to the President or principal executive officer of the Corporation. A telegram, telex, cablegram or similar transmission by a director or committee member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a director or committee member, shall be regarded as signed by the director or committee member for purposes of this Section 7.2.

ARTICLE EIGHT

MISCELLANEOUS

Section 8.1. Dividends Prohibited. No part of the net income of the Corporation shall inure to the benefit of any private individual and no dividend shall be paid and no part of the income of the Corporation shall be distributed to its directors or officers. Notwithstanding the foregoing, the Corporation may compensate and reimburse its officers as provided in Section 5.5 of Article Five hereof, and may compensate and reimburse its directors as provided in Section 2.11 of Article Two hereof.

Section 8.2. Loans to Officer and Directors Prohibited. No loans shall be made by the Corporation to its officers or to its directors. Any directors voting for or assenting to the making of any loan to a director or officer, and any officer participating in the making thereof, shall be jointly and severally liable to the Corporation for the amount of such loan until repayment thereof.

Section 8.3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 8.4. Seal. The Corporation's seal, if any, shall be in such form as shall be adopted and approved from time to time by the Board of Directors. The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, imprinted or in any manner reproduced.

Section 8.5. Meetings By Telephone or Other Remote Communications Technology. Subject to the provisions of applicable laws and these Bylaws regarding notice of meetings, the Board of Directors of the Corporation or the members of any committee may, unless otherwise restricted by statute, by the Certificate of Formation or these Bylaws, participate in and hold a meeting by using conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, or by using any other suitable electronic communications system, including video conferencing technology or Internet (but only if, in the case of such other suitable communications system, each person entitled to participate in the meeting consents to the meeting being held by

means of that system, and the system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant). Participation in a meeting pursuant to this Section 8.5 shall constitute presence in person at such meeting, except when a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 8.6. Gender. Words of either gender used in these Bylaws shall be construed to include the other gender, unless the context requires otherwise.

Section 8.7. Invalid Provisions. If any part of these Bylaws shall be held invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall remain valid and operative.

Section 8.8. Headings. The heading used in these Bylaws are for convenience only and do not constitute matter to be construed in the interpretation of these Bylaws.

ARTICLE NINE

AMENDMENTS

These Bylaws may be amended or repealed, or new bylaws may be adopted, at any meeting of the Board of Directors at which a quorum is present by the affirmative vote of at least a majority of the number of directors in office, provided notice of the proposed amendment, repeal or adoption be contained in the notice of such meeting; and provided further, that the foregoing notice requirement shall not prohibit the Board of Directors from adopting the proposed amendment, effecting the proposed repeal or adopting the proposed new bylaws, as the case may be, in a modified form which is not identical to that described or set forth in the notice of such meeting.

The undersigned, being the duly elected and qualified Secretary of the Corporation, hereby certifies that the foregoing initial Bylaws of the Corporation were duly adopted by the Board of Directors of the Corporation on the ____ day of _____, 2015.

Terry K. Roberts, Secretary

RESOLUTION

We, the undersigned directors of the City of Brenham Community Projects Fund, Inc., consent to the taking of the following action in lieu of an organization meeting pursuant to the City of Brenham Community Project Fund, Inc.'s Certificate of Formation and Texas Business Organizations Code § 22.220, and waive any notice to be given in connection therewith pursuant to Texas Business Organizations Code § 6.052:

It is resolved by the board of directors of the City of Brenham Community Projects Fund, Inc., that:

- (1) *Adoption of bylaws.* The corporation adopts as the bylaws of the corporation the form of bylaws attached as Exhibit A and incorporated herein for all purposes.
- (2) *Election of officers.* Each of the following persons is elected to the office set forth opposite his/her name to serve at the pleasure of the board of directors and until his/her successor has been elected and qualified:

Name:	Office:
Milton Y. Tate, Jr.	President
Gloria Greenwade Nix	Vice President
Terry K. Roberts	Treasurer
Terry K. Roberts	Secretary

- (3) *Designation of bank depository.* The president and treasurer of the corporation are authorized to open on behalf of the corporation, accounts as deemed necessary or appropriate at the Bank of Brenham, and to indorse any checks, drafts, notes, orders and bills of exchange payable to, or otherwise the property of, the corporation; to deposit them in such accounts; and to draw and sign checks on such accounts in the name of the corporation. The board of directors adopts any resolutions required by the bank in connection with its designation as depository, provided the president of the corporation instructs the secretary in writing to insert as an appendix to this consent a copy of such resolutions, which shall then be deemed to have been adopted by the board of directors. However, the corporation shall borrow only in accordance with specific resolutions of the board of directors, and nothing contained herein shall be construed to adopt any resolution granting blanket authority to any individual to borrow on behalf of the corporation.
- (4) *Corporate seal.* The secretary/treasurer is authorized to purchase a corporate seal in the form adopted in the bylaws, which shall bear the words "City of Brenham

Community Projects Fund, Inc.”

- (5) *Fiscal year.* The corporation adopts as its fiscal year the time period beginning October 1 and ending September 30 each year.

Executed by the undersigned, as first directors of the City of Brenham Community Projects Fund, Inc., on the dates indicated below.

Name of Director:	Signature:	Date of Execution:
Milton Y. Tate, Jr.	_____	_____
Gloria Greenwade Nix	_____	_____
Terry K. Roberts	_____	_____

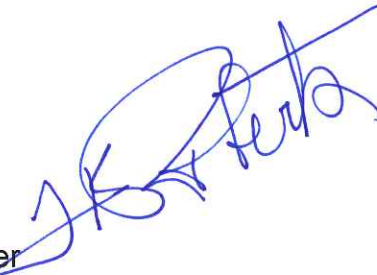


AGENDA ITEM 13

DATE OF MEETING: December 3, 2015	DATE SUBMITTED: November 24, 2015															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry K. Roberts															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Economic Development Services Agreement between the City of Brenham, the Brenham Community Development Corporation (BCDC), and the Economic Development Foundation of Brenham, Inc. and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: See attached memo from City Manager Terry K. Roberts																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):																
A. PROS:																
B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Memo from City Manager Terry K. Roberts; and (2) Economic Development Services Agreement between the City of Brenham, the Brenham Community Development Corporation (BCDC), and the Economic Development Foundation of Brenham, Inc.																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve the Economic Development Services Agreement between the City of Brenham, the Brenham Community Development Corporation (BCDC), and the Economic Development Foundation of Brenham, Inc. and authorize the Mayor to execute any necessary documentation																
APPROVALS: Milton Y. Tate, Jr.																



To: Mayor and City Council

From: Terry K. Roberts, City Manager 

Subject: **City, BCDC, and EDF Economic Development Agreement**

Date: November 24, 2015

The Economic Development Foundation (EDF) has been this community's lead agency for economic development recruitment and retention for more than 60 years. Their emphasis has been almost exclusively directed at industrial development. Retail has not been their focus.

The EDF believes that retail recruitment should now receive greater emphasis than in the past while still continuing their work in industrial recruitment and retention. The EDF has expressed a willingness to add that responsibility to their job description.

We have been working for the past year on updating the City's contract with the EDF. It has not been updated since 1999.

Because the funding for the administrative work of EDF's operation comes exclusively from BCDC funds, the City Attorney believes the comprehensive update to that agreement should become a tri-party agreement (City, BCDC and EDF) rather than just an agreement between the City and EDF.

A working group of seven met several times during the past year to develop and recommend a new economic development services agreement. That group included BCDC Chairman Charles Moser and two BCDC members (Bill Betts and Atwood Kenjura), EDF Chairman Billy Holle and two other EDF officers (Matt Bentke and Gary Weiss) and Mayor Milton Tate.

This group drafted the agreement update under a working title of the Greater Brenham Economic Development Alliance to reflect having representation from all three entities: City, BCDC and EDF. The Alliance is recommending that the working group remain intact to meet periodically during the year in a consultative and advisory role but with a slightly expanded membership.

The Alliance would expand from the seven positions that worked on the updated agreement to 11 members. That would include the five officers of the EDF, the BCDC Chairman and two members chosen by the Chairman, the Mayor and two Councilmembers chosen by the Mayor. There would not be a formal executive committee of the Alliance but the Mayor, BCDC Chairman and EDF Chairman may meet from time to time to coordinate specific future agenda topics for the periodic Alliance meetings.

Section 1 of the agreement outlines the role of the Alliance and the types of activities in which the Alliance members would be involved. It includes a preliminary budget review prior to adoption by the full EDF Board and approval by the BCDC Board. Other responsibilities include input on any possible changes to the administrative staffing structure of EDF, incentives, land acquisition, review of work plans and possibly hosting an annual economic development summit.

Section 2 provides a more detail job description of the work of the EDF than was outlined in the 1999 agreement. It requires that EDF prepare an annual strategic economic development work plan for both industrial and retail development by April 1 of each year.

Section 3 also establishes April 1st each year as the anniversary date of the economic development services agreement. It automatically renews each year on that date unless any of the three parties gives 90 day written notice of termination.

The EDF approved the agreement on November 10th and the BCDC approved it on November 17th. The recommended document is being presented to City Council in December.

The document in your packet is the one that was circulated to the other entities and that was approved by the EDF and BCDC earlier this month. The staff has found a few minor wording changes to be considered that are not substantive. The EDF and BCDC approved the attached document but authorized the Chairman to approve minor wording changes if need be. We'd recommend the same for the Mayor and City Council as well.

If you have questions or comments, please let me know.

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

THIS ECONOMIC DEVELOPMENT SERVICES AGREEMENT (“Agreement”) is made and entered into to be effective as of the ____ day of _____, 20____ (“Effective Date”), by and between the City of Brenham, a Texas home-rule municipal corporation (“City”), the Brenham Community Development Corporation, a Texas nonprofit Type B economic development corporation (“BCDC”), and the Economic Development Foundation of Brenham, Inc., a Texas nonprofit corporation (“EDF”), collectively referred to herein as the “Cooperating Entities”.

WHEREAS, pursuant to art. III, sec. 52-a of the Texas Constitution and Section 380.001 of the Texas Local Government Code, the City is authorized to 1) establish and provide for the administration of one or more programs to promote state or local economic development and to stimulate business and commercial activity in the municipality, and 2) contract with a nonprofit organization or any other entity for the administration of a program; and

WHEREAS, pursuant to Section 505.102 of the Texas Local Government Code, the BCDC, as a Type B corporation, is authorized to contract with another private corporation to assist with the development or operation of an economic development program or objective consistent with the purposes and duties specified in Texas Local Government Code, Title 12, Subtitle C1; and

WHEREAS, the City and BCDC are in need of certain services with regard to economic development and related areas, including but not limited to programs promoting and developing new or expanded business enterprises, including both industrial and retail development, within Brenham and the Greater Brenham area; and

WHEREAS, EDF is qualified to perform said economic development services and is willing to undertake their performance for the benefit of the City and the BCDC upon the terms and conditions hereinafter set forth; and

WHEREAS, the City, BCDC and EDF desire that the implementation of the provisions of this Agreement by the parties hereto shall be performed by the EDF in consultation with an advisory board established herein, to be known and referred to as the “Greater Brenham Economic Development Alliance” (“Alliance”), whose role shall be as further set forth in this Agreement; and

WHEREAS, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I.

October 27, 2015

Greater Brenham Economic Development Alliance.

The Alliance shall have a consultative and advisory role in the implementation of the provisions of this Agreement. The Alliance will provide guidance and input regarding the EDF's work of economic development including but not limited to, funding requests to BCDC, the administrative staffing structure, land search and acquisition, land incentive offers to prospects, preparation of work plans, and possible hosting of an Annual Summit of Stakeholders.

The Alliance members represent the leadership of the three parties to this Agreement. The Alliance shall have eleven (11) members comprised of the following persons:

1. Mayor of the City of Brenham;
2. Two members of the Brenham City Council, as appointed by the Mayor;
3. Chairman of the Board of the BCDC;
4. Two members of the Board of Directors of the BCDC, as appointed by the BCDC Chairman;
5. EDF Executive Committee consisting of the Chair, Vice-Chair, Secretary, Treasurer, and Past Chair.

The Alliance shall meet periodically during the year but especially in advance of annual operating funding request submittal, when major or new economic development initiatives are contemplated or ongoing, or in the planning of a joint community economic development event, activity or program.

Staff members of the Cooperating Entities generally involved in the work of the Alliance include, but are not limited to, the following: EDF President, EDF Vice President/Project Manager, BCDC President/City Manager, Assistant City Manager – General Government, and the City Development Services Manager. The EDF Staff shall provide administrative support services to the Alliance to coordinate the Alliance meetings and to coordinate activities and follow through on their work. Once a prospect for development has completed the purchase/lease of property in the Greater Brenham area, the lead for coordination of the actual project development will shift to the City Development office.

II.

The Economic Development Foundation of Brenham.

The EDF, commencing on the Effective Date, shall provide the City and the BCDC with the following economic development program services pursuant to the guidance and input of the Alliance:

- 1) Attendance of EDF staff at the regular and called meetings of the City and the BCDC meetings to discuss economic development activities and programs, and the status thereof, and to assist the City and the BCDC as a resource in making decisions relating to the economic development activities and programs of the City and the BCDC.
- 2) EDF will arrange and coordinate meetings, as necessary, with the BCDC Board of Directors and/or City Manager to discuss programs and progress and to provide coordination on project implementation.
- 3) EDF will attend periodic City Council meetings or workshops as required to provide interface and coordinate economic development projects with other elements of the City's and the BCDC's programs and activities.
- 4) EDF will provide point of contact services for outside economic development agencies, prospects and clients.
- 5) EDF, upon receipt of economic development leads, will evaluate the feasibility of each lead as it would apply to the City of Brenham and surrounding area, and shall follow-up on such leads.
- 6) EDF will be available in person, via email, telephone or written correspondence for consultation on implementing the City's and the BCDC's economic development programs and activities. Likewise, EDF will be available for prearranged appointments with prospects and clients at the request of the City, the BCDC or their clients and prospects.
- 7) EDF, in consultation with Alliance members, will review and recommend economic development tools for the City and the BCDC, including but not limited to standard policies on incentives; standards for basic business incentives, contractual elements, points of contact within the community and a market presence; and recruitment team training for prospect visits. Possible economic development tools shall include but not be limited to tax phase-in, Chapter 380 agreements, tax increment financing, and similar types of incentives and tools.
- 8) EDF will be the primary party responsible for evaluating and assisting prospects with applying for municipal, county, state and federal incentive programs.
- 9) On or before April 1 each year, EDF will prepare an annual strategic economic development work plan and propose related projects to enable the City and the BCDC to reach potential prospects, customers, clients and target markets for both industrial and retail clients. Alternative tools, projects and programs will be considered and evaluated in consultation with the Alliance, including but not limited to advertising actions and printed materials, video, public relations campaigns, web site and other communication tools.

- 10) EDF may perform other additional economic development tasks and services as directed from time to time by the City or the BCDC and in consultation with the Alliance. This includes such tasks as administrative support for the Tax Phase-In Compliance Review Committee, Incentives Review Committee and Architectural Review Committee of Brenham Business Center.

EDF shall annually, after consultation with the Alliance, submit an itemized funding request to the BCDC, and the payment to EDF for services rendered to the City and the BCDC hereunder shall be in accordance with the amounts budgeted by the City and the BCDC. EDF acknowledges and agrees that the City and the BCDC budgets, including funding of this Agreement, are subject to approval of the Brenham City Council, in its sole discretion. EDF shall, at least quarterly, report to the BCDC Board of Directors regarding the economic development activities performed pursuant to this Agreement, current financial status of funding under this Agreement, and such other information as requested by the BCDC Board of Directors.

Payment to the EDF shall be made on a pro rata basis on or about the first day of each calendar month in the City's and the BCDC's fiscal year. The City or the BCDC may withhold these funds only upon a written notice of termination of this Agreement or upon a major program modification as determined by the City or the BCDC, in their sole discretion. Funds provided by the City and the BCDC to the EDF pursuant to this Agreement that are not expended by the EDF shall be returned annually to the City and/or the BCDC within thirty (30) days after the end of the City's and/or BCDC's fiscal year.

EDF shall maintain complete and accurate financial information of the expenditure of funds pursuant to this Agreement and shall allow inspection of said records by the City or the BCDC upon its request.

III.

This Agreement shall commence on the ____ day of _____, 2015 and shall remain in effect until March 31, 2016. Beginning on April 1, 2016 this Agreement shall automatically renew for successive one (1) year periods on April 1st each year ("Anniversary Date") unless terminated by any party by giving at least ninety (90) days written notice of termination to the other parties prior to the Anniversary Date of this Agreement.

This Agreement may also be terminated in whole or in part in the event of any party substantially failing to fulfill its obligations under this Agreement. No such termination will be effective unless the non-performing party is given: 1) written notice of intent to terminate and setting forth the reasons specifying the non-performance; and 2) not less than thirty (30) calendar days to cure the failure.

Upon termination of this Agreement, the City and the BCDC shall pay EDF for all services rendered and expenses incurred prior to the effective date of termination. Should the City or the BCDC subsequently contract with a different person or entity for economic development services, EDF shall cooperate in providing information to the City or the BCDC. EDF shall turn

over all documents, data and other work product developed, collected, prepared or furnished by EDF pursuant to this Agreement to the City or the BCDC, or both, on or before the effective date of termination, but the EDF may maintain copies of such documents.

IV.

It is understood and agreed that the obligations of the parties undertaken pursuant to this Agreement are exclusively owed to each other and none of the parties hereto assume any responsibility to any other person or entity.

V.

All documents, data and other work product developed, collected, prepared or furnished by EDF (and EDF'S subcontractors or subconsultants) pursuant to this Agreement shall be considered the property of the City and/or the BCDC, as applicable. EDF is entitled to retain copies of all such documents.

VI.

EDF shall provide services under this Agreement to the City and the BCDC as an independent contractor, not as an employee of the City or the BCDC. EDF shall not have or claim any right arising from employee status.

VII.

EDF shall indemnify and save and hold harmless the City and the BCDC and their officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the City or the BCDC, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent (or claimed negligent) acts or omissions, or willful misconduct (or claimed willful misconduct), of EDF or its officers, shareholders, agents, or employees in the execution, operation, or performance of this Agreement.

VIII.

All notices required or permitted under this Agreement shall be in writing and be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein.

To City:

City of Brenham
Attn: City Manager
P.O. Box 1059

To BCDC:

Brenham Community Development
Corporation
Attention: President

October 27, 2015

Brenham, Texas 77834

P.O. Box 1059
Brenham, Texas 77834

To: EDF
Economic Development Foundation of Brenham, Inc.
Attn: President
314 S. Austin
Brenham, TX 77833

All notices shall be deemed effective upon the earlier of actual receipt by the party to whom such notice is given, or on the third (3rd) business day after mailing.

IX.

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. No term or provision of this Agreement shall operate or be construed to violate or permit the violation of any of the Applicable Laws, and each and every term or provision contained herein shall be deemed limited so that the same is not in violation of any of the Applicable Laws (as defined in Article X below).

X.

EDF shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the services covered hereunder as they may now read or hereinafter be amended (collectively, the "Applicable Laws").

XI.

EDF represents that it has or will secure, at its own expense, all personnel required to perform all the services required to be performed by EDF under this Agreement. Such personnel of the EDF shall not be employees or officers of, nor have any contractual relations with the City or the BCDC. EDF shall inform the City and the BCDC of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement. All services required hereunder will be performed by EDF or under its supervision, subject to the requirement that the EDF consult with and obtain advice and input from the Alliance. All personnel engaged in providing services hereunder shall be qualified to perform such services, and shall be authorized and permitted under state and local laws to perform such services.

XII.

EDF shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment or otherwise) without the prior written consent of the City

October 27, 2015

and the BCDC. Any attempted assignment of any interest in this Agreement by the EDF without the prior written consent of the City and the BCDC shall be null and void.

XIII.

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

XIV.

Exclusive venue of any suit, cause of action or other legal proceeding involving or arising out of this Agreement shall lie exclusively in Washington County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

XV.

The representatives of the City of Brenham serving on the Alliance shall be authorized to represent the interests of the City with regard to this Agreement unless directed otherwise by the City Council of the City; however, no action or decision of the City representatives shall be binding on the City or City Council. The representatives of the BCDC serving on the Alliance shall be authorized to represent the interests of the BCDC with regard to this Agreement unless directed otherwise by the Board of Directors of the BCDC; however, no action or decision of the BCDC representatives shall be binding on the BCDC or its Board of Directors.

XVI.

This Agreement is and shall be deemed to be in complete replacement and novation of that certain agreement between the parties entitled "Economic Development Contract between EDF and City of Brenham" dated effective October 1, 1999 (the "1999 Agreement"); and, accordingly, this Agreement shall fully and in all things replace and supplant the 1999 Agreement.

XVII.

This Agreement constitutes the entire understanding between the Parties and can only be amended, enlarged in scope, or altered by further written agreement, signed by the parties hereto.

CITY OF BRENHAM, TEXAS

October 27, 2015

HON. MILTON Y. TATE, JR., MAYOR

ATTEST:

JEANA BELLINGER, CITY SECRETARY

BRENNHAM COMMUNITY DEVELOPMENT CORPORATION

CHARLES MOSER, CHAIRMAN

ATTEST:

JEANA BELLINGER

ECONOMIC DEVELOPMENT FOUNDATION OF BRENNHAM, INC.

WILLIAM H. HOLLE, CHAIRMAN

ATTEST:

Name:

Title:

October 27, 2015



AGENDA ITEM 14

DATE OF MEETING: December 3, 2015	DATE SUBMITTED: November 24, 2015															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry K. Roberts															
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Sanitation Services at the Citizen's Collection Station																
SUMMARY STATEMENT: See attached memo from City Manager Terry K. Roberts																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Memo from City Manager Terry K. Roberts; and (2) Interlocal Agreement Between the City of Brenham and Washington County for Sanitation Services at the Citizen's Collection Station																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve the Interlocal Agreement between the City of Brenham and Washington County for sanitation services at the Citizen's Collection Station																
APPROVALS: Milton Y. Tate, Jr.																



To: Mayor and City Council

From: Terry K. Roberts, City Manager 

Subject: **Collection Station ILA With Minor Adjustments**

Date: November 24, 2015

We are ready to proceed with the adoption of the Collection Station ILA with Washington County. We postponed passage of the document at your last meeting because there was further clarification needed regarding the County's help at the annual spring cleanup for city and county residents.

The County Judge and I discussed the relatively minor changes to the document sought by the County Attorney and are in agreement the document is ready for Council's and Commissioners Court's consideration. The minor wording changes are reflected in the document in your packet.

The County's requested changes do not adversely impact the City's position in the agreement so staff is fine with incorporating them in the document.

This new agreement does not envision the City and County negotiating fees for service. There is a brush rate for service for County government operations. We will be charging the County (and us) for brush services as well as the citizens.

We are informing them of any rate changes before the start of their budget process in the spring. Since it the City's business plan to set rates for collection station operations sufficient to recover the cost of its operation there is not a need to address potential operating losses.

We plan to establish collection station rates at a level to recover all of our costs including a City and County free spring clean-up period each year. The County plans to continue to provide labor assistance for both weeks of the cleanup with either supervised jail inmates or supervised community service workers.

All new rates are scheduled for implementation January 1, 2016.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR SANITATION SERVICES AT THE
CITIZENS' COLLECTION STATION**

WHEREAS, this Interlocal Agreement (“Agreement”) is entered into by and between the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as “City” and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as “County”; and

WHEREAS, the City and County each hereby find that it would be mutually advantageous for the County to use the City’s Citizens’ Collection Station, hereinafter referred to as “Station”, in the manner established in this Agreement; and

WHEREAS, the Interlocal Agreement between the City and County dated September 2, 1999 is hereby repealed in its entirety and replaced with this Agreement in order to promote clarity and ease of understanding; and

WHEREAS, the Station is a business unit within the City’s Sanitation Department with certain operational and capital costs that are funded by the citizens’ use of the Station; and

WHEREAS, the disposal of non-compactible waste and brush are two of the services provided at the Station; and

WHEREAS, the rates for Station services, including but not limited to the disposal of non-compactible waste and brush, shall be adopted by Ordinance of the Brenham City Council; and

WHEREAS, City and County are authorized to enter into this Agreement in all respects as provided in Chapter 791 of the Texas Local Government Code; and;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Services

1.01 The City agrees to the following:

- a. To operate, staff, and maintain the Station; and
- b. To establish collection station rates that cover all the costs associated with the operation and maintenance of the Station, including but not limited to any capital equipment needs, and provide for adequate reserve funds for the facility; and

- c. Notify the County in writing of any rate changes on or before May 1, to allow the County sufficient time to plan for the rate changes in the County's budget process; and
- d. To host an annual three-day "Spring Clean-Up" event, during alternating weeks, open to all City and County residents at no cost.

1.02 The County agrees to the following:

- a. To pay the City for the disposal of any non-compactible waste or brush delivered to the Station by County departments or work crews in accordance with the provisions of this Agreement; and
- b. To provide jail inmates or other community service workers, if available, as requested by the City, to assist the City at the Station for both the City and County annual three-day "Spring Clean-Up" events.

2.0 Purpose

The purpose of this Agreement is to make non-compactible waste and brush collection services available to all City and County residents.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and (iii) has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this Agreement.

5.0 Term, Renewal

This Agreement shall be effective beginning January 1, 2016, and shall remain in effect until December 31, 2016 (“Initial Term”). This Agreement shall automatically renew annually for a one (1) year period (“Renewal Term”) on January 1st of each subsequent year. Either Party may terminate this Agreement, with or without cause, by giving notice in the manner provided herein to the other Party at least sixty (60) days prior to the date of termination. Notwithstanding any other provision herein, if both parties hereto agree to terminate this Agreement with less than the required sixty (60) days’ notice, said sixty (60) day notification period may be waived. Notice shall be provided pursuant to the terms set forth in Section 8.0. Ownership of all property acquired and improvements made under this Agreement shall be retained by the City of Brenham.

6.0 Payment

An itemized invoice of charges incurred by the County under this Agreement, based on Station rates set by the City Council in its sole discretion, shall be provided to the County each month, and payment thereof shall be due and payable within thirty (30) days of the County’s receipt of said invoice. Charges shall be invoiced in accordance with the rates in effect at the time the services are provided to the County.

7.0 Texas Law; Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or other legal proceeding concerning or arising out of this Agreement shall be in Washington County, Texas.

8.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent to the City pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

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

Notices sent to the County pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either Party may change its address for notice under this Agreement by providing a written notice of the change to all other parties in compliance with this paragraph.

9.0 Funding

The County shall pay for services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

10.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

11.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

12.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

13.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

14.0 Attorney's Fees

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.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the _____ day of _____, 2015.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
County Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk



AGENDA ITEM 15

DATE OF MEETING: December 3, 2015	DATE SUBMITTED: November 25, 2015															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts															
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Recommendations for Appointments 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; and (2) Summary pages for each board																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve the recommendations for appointments to various city advisory boards, as presented.																
APPROVALS: Milton Y. Tate, Jr.																



To: Mayor and City Council

From: Terry K. Roberts, City Manager

Subject: Advisory Board Recommendations for 2016

Date: November 25, 2015

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

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

Airport Advisory: The three incumbents who are eligible for reappointment have expressed a willingness to stay on the board and are recommended for reappointment. They are Brent Nedbalek, Bryan Butler and Mark Whitehead.

Board of Adjustment: The two incumbents who are eligible for reappointment have expressed a willingness to stay on the board and are recommended for reappointment. They are MaLisa Hampton and Arlen Thielemann.

Building Standards Commission: The two incumbents who are eligible for reappointment have expressed a willingness to stay on the board and are recommended for reappointment. They are Jason Kiemsteadt and Lloyd Pieper.

Brenham Community Development Corporation: The four incumbents who are eligible for reappointment have expressed a willingness to stay on the board and are recommended for reappointment. They are Atwood Kenjura, Darrell Blum, David Cone and Charles Moser.

Brenham Housing Authority: The two incumbents who are eligible for reappointment have expressed a willingness to stay on the board and are recommended for reappointment. They are John Harris and Ray Dougbjerg.

Due to State Law, resident board members can only serve two-year terms; therefore Wanda Cooley is not eligible for reappointment. An application for the second tenant position is currently being sought. This tenant appointment position will be brought back to the Council at a later date.

Hotel Occupancy Tax Board: There are two City positions up for reappointment. The city positions are Jean Shoup and Tiffany Winkles. Both of these individuals will not seek reappointment. The term for Washington County's representative, Bob Cottle, is expiring.

Library Advisory Board: The Fortnightly Club re-appointed incumbent member Alana Winkleman to the Board. The City's appointments, Keith Herring and Meg Cone, have expressed a willingness to stay on the Board and are recommended for reappointment. The Council is also asked to confirm the Fortnightly appointments.

Planning and Zoning Commission: The incumbents have all expressed interest in continuing service on the Board and are recommended for reappointment: Charlie Pyle, Nancy Low and Deanna Alfred.

This packet includes a recap of each board and their members for your review. Main Street and Parks and Recreation Advisory Board recommendations will be brought back to Council at a later date. Staff is still working on filling some vacancies. If you have any questions, please contact the Mayor or me.

AIRPORT ADVISORY BOARD

Term of Office: Three Years

Meeting Schedule: As Needed

Responsible Staff Member: Grant Lischka/Kim Hodde

Position	Board Member	Term Expiration
1	Brent Nedbalek	December, 2015
2	Michele Bright	December, 2016
3	Janet Hess	December, 2017
4	Bryan Butler	December, 2015
5	Jerry LeGard	December, 2016
6	Jon Hodde	December, 2017
7	Mark Whitehead	December, 2015
8	Pat Elliott	December, 2016
9	Eddie Van Dyke	December, 2017

P1. Brent Nedbalek: Requested reappointment

P4. Bryan Butler: Requested reappointment

P7. Mark Whitehead: Requested reappointment

BOARD OF ADJUSTMENTS

Term of Office: Two Years

Meeting Schedule: Monthly, 2nd Monday @ 5:15 p.m.

Responsible Staff Member: Erik Smith

Position	Board Member	Term Expiration
1	MaLisa Hampton	December, 2015
2	Arlen Thielemann	December, 2015
3	Jon Hodde	December, 2016
4	Walt Schoenvogel	December, 2016
5	Mike Haywood	December, 2016

Position	Alternate Member	Term Expiration
A-1	Richard Heiges	December, 2016
A-2	Jarvis Van Dyke	December, 2016

P1. MaLisa Hampton: Requested Reappointment

P2. Arlen Thielemann: Requested Reappointment

BUILDING STANDARDS COMMISSION

Term of Office: Two Years

Meeting Schedule: Monthly, 2nd Monday @ 6:00 p.m.

Responsible Staff Member: Erik Smith/Allen Jacobs

Position	Board Member	Term Expiration
1	Johnny Andrade	December, 2016
2	Walt Edmonds	December, 2016
3	Jason Kiemsteadt	December, 2015
4	Stoney Lacina	December, 2016
5	Lloyd Pieper	December, 2015

P3. Jason Kiemsteadt: Requested Reappointment

P5. Lloyd Pieper: Requested Reappointment

BRENHAM COMMUNITY DEVELOPMENT CORPORATION

Term of Office: Two Years

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

Responsible Staff Member: Terry Roberts/Jeana Bellinger

Position	Board Member	Term Expiration
1	Atwood Kenjura	December, 2015
2	Darrell Blum	December, 2015
3	David Cone	December, 2015
4	Charles Moser	December, 2015
5	Jason Kiemsteadt	December, 2016
6	Bill Betts	December, 2016
7	John Hasskarl	December, 2016

P1. Atwood Kenjura: Requested reappointment

P2. Darrell Blum: Requested reappointment

P3. David Cone: Requested reappointment

P4. Charles Moser: Requested reappointment

BRENNHAM HOUSING AUTHORITY BOARD

Term of Office: Two Years

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

Responsible Staff Member: Vince Michel

Position	Board Member	Term Expiration
1	John Harris	December, 2015
2	Wanda Cooley	December, 2015
3	Ray Daugbjerg	December, 2015
4	Richard Flammer	December, 2016
5	Harvey Williams	December, 2016
6	Cory Flencher	December, 2016
7	Vacant	

P1. John Harris: Requested reappointment

P2. Wanda Cooley: Will not seek reappointment due to term limits

P3. Ray Dougbjerg: Requested reappointment

BRENNHAM-WASHINGTON COUNTY HOTEL OCCUPANCY TAX BOARD

Term of Office: Three Years

Meeting Schedule: Bi-monthly; 2nd Wednesday @ 10:00 a.m.

Staff Liaison: Jeana Bellinger

Position	Board Member	Expiration
1	Jean Shoup	December, 31, 2015
2	Tiffany Winkles	December 31, 2015
3	Stacey Walters	December 31, 2017
4	Pamela Murski	December 31, 2017
5	Al Patel	December 31, 2016
6	Keith Hankins	December 31, 2017
7	Stephanie Wehring	December 31, 2016
8	Jim Rolewicz	December 31, 2017
9	Bob Cottle	December 31, 2015

P1. Jean Shoup: Will not seek reappointment

P2. Tiffany Winkles: Will not seek reappointment

Washington County Appointment:

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LIBRARY ADVISORY BOARD

Term of Office: Three Years

Meeting Schedule: As Needed

Responsible Staff Member: Wende Ragonis/Paula Shields

Position	Board Member	Nominating Entity	Term Expiration
1	Weldon Williams	City of Brenham	December 31, 2017
2	Keith Herring	City of Brenham	December 31, 2015
3	Meg Cone	City of Brenham	December 31, 2015
4	Christy Van Dyke	City of Brenham	December 31, 2016
5	Alana Winkelmann	Brenham Fortnightly	December 31, 2015
6	Deborah Ottsen	Brenham Fortnightly	December 31, 2016
7	Betty Fortner	Brenham Fortnightly	December 31, 2017
8	Jody Tyson	Brenham Fortnightly	December 31, 2017
9	Renee Mueller	Brenham Fortnightly	December 31, 2016

P2. Keith Herring: Requested reappointment

P3. Meg Cone: Requested reappointment

P5. Alana Winkelmann: Fortnightly reappointment

PLANNING & ZONING COMMISSION

Term of Office: Two Years

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

Responsible Staff Member: Kyle Dannhaus

Position	Board Member	Term Expiration
1	Charlie Pyle	December, 2015
2	Walt Schoenvogel	December, 2016
3	Nancy Low	December, 2015
4	Leroy Jefferson	December, 2016
5	Deanna Alfred	December, 2015
6	Calvin Kossie	December, 2016
7	Lynette Scheffield	December, 2016

P1. Charlie Pyle: Will seek reappointment

P3. Nancy Low: Will seek reappointment

P5. Deanna Alfred: Will seek reappointment