



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, AUGUST 19, 2021 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Mayor Milton Y. Tate, Jr.**
- 3. Citizens Comments**

CONSENT AGENDA

4. Statutory Consent Agenda

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

- 4-a. Approve the Minutes from the July 15, 2021 Regular City Council Meeting and the July 21, 2021 and July 29, 2021 Special City Council Meetings**
- 4-b. Approve Ordinance No. O-21-017 on Its Second Reading for the Creation of Reinvestment Zone Number 48 Requested by QuestSpecialty Corporation for Commercial Tax Phase-In Incentive on That Certain 16.818 Acres of Land, Generally Located at 2001 East Tom Green Street, Brenham, Texas, Being More Fully Described in Exhibit "A" of the Ordinance Creating Reinvestment Zone 48, and Designating This Property as Qualifying for Tax Phase-In**
- 4-c. Approve Change Order No. 1 and Final Payment on Contract No. 66C-13G to Solid Bridge Construction, LLC in the Amount of \$35,693.50 for Ralston Creek Lift Station Elevation and Authorize the Mayor to Execute Any Necessary Documentation**

- 4-d. Ratification of Amendment No. 1 to the Consulting Services Agreement Between the City of Brenham and Gas Supply Consulting, Inc. for Consulting Services Related to the City of Brenham's Natural Gas Supply and Transportation and Authorize the Mayor to Execute Any Necessary Documentation

WORK SESSION

5. Discussion and Update on the City of Brenham FY2021-22 Proposed Budget
6. Discussion and Update on Downtown Brenham Retail Incubator
7. Discussion and Update on October, 2021 City Council Meeting Dates

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

8. Public Hearing, Discussion and Possibly Act Upon an Ordinance on Its First Reading Amending to the City of Brenham's Code of Ordinances, Appendix A: Zoning, Part II, Division 2, Section 3.03 – Specific Uses to Allow an Automobile (Car) Wash as a Specific Use in the B-1, Local Business Residential Mixed-Use Zoning District

REGULAR SESSION

9. Discuss and Possibly Act Upon Ordinance No. O-21-016 on Its Second Reading Amending Chapter 13, Reserved, of the Code of Ordinances of the City of Brenham, Texas to Provide for the Historical Preservation, Protection and Enhancement of Districts and Landmarks of Historical and Cultural Importance and Significance
10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedules for the City of Brenham Water System
11. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule for the City of Brenham Gas System
12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule for the City of Brenham Electric System
13. Discuss and Possibly Act Upon the Purchase of a Drone for the City of Brenham Police Department Using Seized Narcotic Funds and Authorize the Mayor to Execute Any Necessary Documentation
14. Discuss and Possibly Act Upon Resolution No. R-21-019 Adopting a Commercial Tax Phase-In Agreement Between the City of Brenham and QuestSpecialty Corporation

15. Discuss and Possibly Act Upon Resolution No. R-21-020 Authorizing the Acceptance of Public Improvements in the Vintage Farms Subdivision, Phase III
16. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County to Advocate and Promote Tourism Programs and Services and Authorize the Mayor to Execute Any Necessary Documentation
17. Discuss and Possibly Act Upon Resolution No. R-21-021 Providing for the Approval of the Bylaws of the Tourism Advisory Board of the City of Brenham and Washington County, Texas
18. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to Container Source, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside the City of Brenham City Limits
19. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Amend Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham for the Purpose of Repealing Article III, Brenham-Washington County Hotel Occupancy Tax Board, and Providing for a New Article III, Reserved, for Future Amendments to Chapter 24, Taxation
20. Discuss and Possibly Act Upon an Agreement with Franklin Legal Publishing for the Republication, Supplementation and Online Services for the City of Brenham's Code of Ordinances and Authorize the Mayor to Execute Any Necessary Documentation
21. 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 August 19, 2021 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, August 16, 2021 at 10:00 A.M.

Jeana Bellinger, TRMC, CMC

City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2021 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on July 15, 2021 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff present:

City Manager James Fisher, Assistant City Manager – Chief Financial Officer Carolyn Miller, Assistant City Manager – Public Services/Utilities Donald Reese, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Director of Public Works Dane Rau, Director of Development Services Stephanie Doland, Director of Public Utilities Alton Sommerfield, Police Chief Ron Parker, Interim Fire Chief Rhea Cooper, Human Resources Director Susan Nienstedt, Tourism and Marketing Director Jennifer Eckermann, Deputy City Secretary Karen Stack, Katherine Briscoe, Nancy Joiner, Alex Dill, Marley Mayo, Shauna Laauwe and Erica Warren

Citizens/Others Present:

Boris Davis, Jane Barnhill, Morris Faske, Tom Whitehead, Dennis Lester, Lyle Lester, Keith Hankins, Katie Burch, Natalie Lange, Deanna Alfred, Paula Baker, Pressley Walcik, Stacy Marhofer, Elizabeth Price, Tommy Upchurch, Tom Bartley, Debbie Bartley, Lowell Ogle, Tommy Traylor, Byron Davis, JoAnn Wolf, Mike Vance, Scott Ballard, Steve Vyrsala, Martha Mora, Tami Redshaw, Edward Smith, Darren Heine, Aaron Gonzalez, Angela Calondas, Noah Childs, Pete Simpson, Jennifer Simpson, Miguel Ramos, Jared Anderson, Margie Young, Doug Peck, Jared Anderson and Mary Thornhill.

Media Present:

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

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Atwood Kenjura**
- 3. Citizens Comments**

No citizen comments were heard.

CONSENT AGENDA

- 4. Statutory Consent Agenda**
 - 4-a. Approve Ordinance No. O-21-012 on Its Second Reading Amending the Official Zoning Map of the City of Brenham to Change the Zoning District from a Single-Family Residential Use District (R-1) to a Local Business/Residential Mixed-Use District (B-1) on the Following (Case No. P-21-013):**
 - a. A Tract of Land Being Addressed as 1401 E. Tom Green Street, Being Further Described as Tract 82, Out of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas (R14394)**
 - b. A Tract of Land Being Addressed as 1209 E. Tom Green Street, Being Further Described as Tract 109, Out of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas (R14428)**
 - c. Approximately 5.3433 Acres of Land, Being Further Described as Tract 137, Out of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas (R36669)**
 - d. A Tract of Land Being Addressed as 1306 Loesch Street, Being Further Described as Section 1, Block 1, Lot 1, Out of the Kenjura Subdivision in Brenham, Washington County, Texas (R64466)**
 - e. A Tract of Land Being Addressed as 1304 Loesch Street, Being Further Described as Section 1, Block 1, Lot 2, Out of the Kenjura Subdivision in Brenham, Washington County, Texas (R64467)**
 - f. A Tract of Land Being Addressed as 1302 Loesch Street, Being Further Described as Section 1, Block 1, Lot 3, Out of the Kenjura Subdivision in Brenham, Washington County, Texas (R64468)**
 - g. Tract of Land Being Addressed as 1300 Loesch Street, Being Further Described as Section 1, Block 1, Lot 4, Out of the Kenjura Subdivision in Brenham, Washington County, Texas (R64469)**

- City Council Meeting
July 15, 2021*

A motion was made by Councilmember Wright and seconded by Mayor Pro Tem Kolby to approve the Statutory Consent Agenda Items 4-a. through 4-f. as presented.

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

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

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

5. Public Hearing, Discussion and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 13, Reserved, of the Code of Ordinances of the City of Brenham, Texas to Provide for the Historical Preservation, Protection and Enhancement of Districts and Landmarks of Historical and Cultural Importance and Significance

City Attorney Cary Bovey stated that due to the conflict-of-interest provisions outlined in Chapter 171 of Texas Local Government Code, Mayor Tate, Mayor Pro Tem Kolby and Councilmember Canales would be abstaining from the discussion and vote on this item. Bovey advised that all three members have filed the required paperwork with the City Secretary's office. Bovey advised that Councilmember Saunders would be the Presiding Officer for this item.

Councilmember Saunders opened the Public Hearing.

Tourism and Marketing Director Jennifer Eckermann presented this item. Eckermann advised that in 2019 the city conducted a Comprehensive Planning effort which included a large public engagement and citizen input component and resulted in the adoption of the current plan – Historic Past, Bold Future: Plan 2040. The Plan 2040 included Strategic Action Priorities for the City to focus on implementing over the next 20 years and multiple priorities were adopted in relation to preserving the City's Historic Downtown District, state and nationally recognized landmarks and historic homes within the city.

Eckermann stated that because of Plan 2040, corresponding public interest and concern, and most recently encouragement by a local group of citizens, the Brenham City Council appointed a committee to develop a Historic Preservation Ordinance. The City's Main Street and Development Services staff worked alongside the committee, meeting on average once a month since October 2020 and from the beginning, public input throughout the process was a priority. The Committee produced six email newsletters between November and June and newsletter subscribers had the opportunity to provide feedback, which was discussed and considered at each Committee meeting.

Eckermann advised that the Planning & Zoning Commission, the Main Street Board, and members of the City Council also received public updates. Eckermann explained that the Historic Preservation Ordinance will preserve the authenticity for which Brenham is known and protect the heavy public investment made in the community over the past twenty years.

Eckermann gave a brief presentation on the Historic Preservation Ordinance (HPO) that provided the following information:

- Why Adopt a Preservation Ordinance?
- Project History/Timeline
- Work of the HPO Committee
- HPO Priorities
- Feedback Concerns/Issues Addressed
- Importance of Preservation
- Differences of the Downtown District

During the Public Hearing, twenty-two citizens addressed the City Council; all but four citizens were in support of the historical preservation ordinance. The citizens that spoke in opposition had the following concerns:

- It has already been proven that Downtown does not need an HPO to be successful.
- Citizens need more time to review the HPO.
- Government is overstepping by telling property owners what to do with their property.

Councilmember Saunders closed the Public Hearing.

Councilmember Wright stated that he was appreciative of the work done by both the Committee and staff and that it is important to look to the future for preservation of Brenham's assets.

Councilmember Kenjura commended staff on their work of the HPO and stated that the pros of this ordinance outweigh the bad.

A motion was made by Councilmember Kenjura and seconded by Councilmember Wright to approve an Ordinance on its first reading amending Chapter 13, Reserved, of the Code of Ordinances of the City of Brenham, Texas to provide for the historical preservation, protection and enhancement of districts and landmarks of historical and cultural importance and significance.

Councilmember Saunders called for a vote. The motion passed with Council voting as follows:

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

REGULAR SESSION

6. Discuss and Possibly Act Upon Ordinance No. O-21-015 on Its Second Reading Amending Chapter 24, Signs, of the Code of Ordinances of the City of Brenham, Texas Regarding Major Multi-Tenant Shopping Center Sign Regulations

Project Planner Shauna Laauwe presented this item. Laauwe stated that at the July 1 2021 meeting, Council approved an Ordinance on its first reading to amend Chapter 21 -Signs to address sign standards and the necessity for a master sign plan for major multi-tenant shopping centers and mixed-use developments that have more than five (5) retail tenants/businesses and that collectively occupy a minimum of 100,000 square feet of retail use gross floor area.

Laauwe explained that the ordinance presented for first reading stated that “Landmark signs shall not be a pole sign. The entire base of each landmark sign shall be affixed directly to the ground or supported by a base whose width measures at least seventy-five percent (75%) of the width of the sign that is placed or anchored in the ground” (Section 21-18(2)(a)). Laauwe stated that after further consideration, staff would like to revise the ordinance to reduce the minimum base width measurement from seventy-five percent (75%) to forty-five percent (45%) of the width of the sign.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve Ordinance No. O-21-015 on its second reading amending Chapter 24, Signs, of the Code of Ordinances of the City of Brenham, Texas regarding major multi-tenant shopping center sign regulations and to reduce the minimum base width measurement from seventy-five percent (75%) to forty-five percent (45%) of the width of the sign.

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

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

7. Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Ranier & Son Development Company (Stylecraft) Related to the City's Participation in the Construction Costs of Oversizing a Water Main Along Dixie Road and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that the City and Ranier & Son Development Company (Stylecraft) have worked together to create an agreement pertaining to upsizing a six-inch waterline to a twelve-inch waterline which will benefit the City's water system and give a looped feed to the west side of Hwy 36 North. Rau stated that Stylecraft will be responsible for the costs of the six-inch line and the city will pay the difference for the upsizing, which will not exceed \$35,000.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to approve an agreement between the City of Brenham and Ranier & Son Development Company (Stylecraft) related to the City's participation in the construction of oversizing a water main along Dixie Road, with total cost not to exceed \$35,000.00, and authorize the Mayor to execute any necessary documentation.

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

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

8. Discuss and Possibly Act Upon Resolution No. R-21-018 Approving an Advanced Funding Agreement Between the City of Brenham and TXDOT Related to Intersection Improvements at Old Chappell Hill Road and FM 577 in Brenham, Washington County, Texas

Public Works Director Dane Rau presented this item. Rau stated that this Resolution is regarding intersection improvements at Old Chappell Hill and FM 577. Rau explained that with a combination of the recent developments along Old Chappell Hill Rd and the widening and drainage work between Zippy J's and the Collection Station, the City has reached out to TXDOT to improve the intersection at Old Chappell Hill Rd and FM 577 and that partnering with TxDOT and entering into this Advanced Funding Agreement (Agreement) will dramatically enhance this intersection by adding dedicated turn lanes on Old Chappell Hill Rd and FM 577, adding additional pavement to the west side of the intersection to allow better turning movements for large trucks, installation of four new signal poles and cabinet, improving the drainage around the intersection and adding designated crosswalks.

Rau advised that the total cost of this project is expected to be \$761,582 and that the Agreement outlines the responsibility of each party with the City being responsible for the engineering and utility relocation costs valued at \$225,000 and TXDOT will be responsible for all construction costs and selecting a contractor for the planned work. Rau stated that TXDOT is expected to bid the project in August and the planned work should take 120 days once a notice to proceed is awarded.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Resolution No. R-21-018 approving an Advanced Funding Agreement between the City of Brenham and TXDOT related to intersection improvements at Old Chappell Hill Road and FM 577 in Brenham, Washington County, Texas.

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

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

9. Discuss and Possibly Act Upon Amendment No. 1 to the Lease Agreement Between the City of Brenham, Texas and the Brenham Heritage Museum, Inc. and Authorize the Mayor to Execute Any Necessary Documentation

City Manager James Fisher presented this item. Fisher explained that the City entered into a Lease Agreement with Brenham Heritage Museum Inc on December 19, 2019. The Lease Agreement established benchmarks for the Brenham Heritage Museum to meet in regard to construction initiation and opening to the public. Fisher advised Council that this proposed Amendment pushes all benchmark dates back one year due to the COVID – 19 Pandemic.

A motion was made by Councilmember Kenjura and seconded by Mayor Pro Tem Kolby to approve Amendment No. 1 to the Lease Agreement between the City of Brenham, Texas and the Brenham Heritage Museum, Inc. and authorize the Mayor to execute any necessary documentation.

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

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

10. Discuss and Possibly Act Upon an Addendum to the Memorandum of Understanding Between the City of Brenham, Texas and the Brenham Main Street Historical Preservation, Inc. and Authorize the Mayor to Execute Any Necessary Documentation

City Manager James Fisher presented this item. Fisher explained that the proposed Addendum to the Memorandum of Understanding between the City of Brenham and the Brenham Main Street Historical Preservation Inc, (the Barnhill Center at the Historic Simon Theater) is to allow for a feasibility study/business plan to be developed about the operations of this facility by the city. Fisher advised Council that the proposed MOU allows the city time to study the feasibility of receiving this facility and to develop a business plan as the sole operator.

Mayor Pro Tem Kolby asked that staff to look into the possibility of an outside private company being the day-to-day operator of the facility instead of adding more staff to the city's budget.

A motion was made by Councilmember Canales and seconded by Councilmember Wright to approve an Addendum to the Memorandum of Understanding between the City of Brenham, Texas and the Brenham Main Street Historical Preservation, Inc. and authorize the Mayor Pro Tem to execute any necessary documentation.

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

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

11. Administrative/Elected Officials Report

City Manager James Fisher reported that there were no updates.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on Wednesday, July 21, 2021, beginning at 4:30 p.m. in the Nancy Carol Roberts Memorial Library, Roberta C. Johnson Program Room, at 100 Martin Luther King, Jr. Parkway, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff present:

City Manager James Fisher, Assistant City Manager – Chief Financial Officer Carolyn Miller, Assistant City Manager – Public Services/Utilities Donald Reese, City Secretary Jeana Bellinger, Director of Public Works Dane Rau, Director of Development Services Stephanie Doland, Director of Public Utilities Alton Sommerfield, Controller Stacy Hardy, Strategic Budget Officer Debbie Gaffey, Deputy City Secretary Karen Stack, Monique Breaux, Jennifer Hill, Cynthia Longhofer, and Teresa Howell.

Citizens/Others Present:

None

Media Present:

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

1. Call Meeting to Order

REGULAR SESSION

2. Discuss and Possibly Act Upon the Submission of Documentation to Receive Funds from the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds (CLFRF) and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller advised that under the American Rescue Plan Act of 2021 (ARPA), the Coronavirus Local Fiscal Recovery Fund (CLFRF) provides funding for eligible local governments. The U.S. Treasury manages distribution of these funds to Texas counties and cities with populations above 50,000. Cities serving populations of less than 50,000 are classified as non-entitlement units of local government and will receive funding distributed by the Texas Department of Emergency Management (TDEM). Miller stated that the CLFRF Funding Breakdown for the State of Texas is:

Texas Counties w/Direct U.S. Treasury Payments	\$ 5.70 Billion
Texas Cities w/Direct U.S. Treasury Payments	\$3.40 Billion
Texas Cities not Receiving Direct U.S. Payments	\$1.40 Billion
Total Received by State of Texas	\$10.50 Billion

Miller explained that the City of Brenham's allocation will be based on population of 17,863 and will be broken down as follows:

1 st Payment	\$ 2,213,100.20
2 nd Payment	\$ 2,213,100.20
Total Allocation	\$ 4,426,200.40

Miller stated that in order to receive our first payment through TDEM, an authorized representative (Mayor) must review, sign, and submit the Terms and Conditions document and the Assurances of compliance with Title VI of the Civil Rights Act of 1964.

A motion was made by Councilmember Kenjura and seconded by Councilmember Canales to approve the submission of documentation to receive funds from the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds (CLFRF) and authorize the Mayor to execute any necessary documentation.

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

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

WORK SESSION

3. FY2021-22 Proposed Budget Discussions

City Manager James Fisher presented the following FY2021-22 proposed budget information:

- Public Utilities
- Utility Growth
- Electric Fund
 - Consumption Patterns
 - Rate Class Contributions
 - Residential Utility Bill Breakdown - Electric
 - Electric Fund Budget - Overall
 - Proposed New Rates
 - Electric Fund Department Budgets
 - Utility Billing/Customer Service
 - Public Utilities
 - Electric
- Gas Fund
 - Consumption Patterns
 - Rate Class Contributions
 - Residential Utility Bill Breakdown - Gas
 - Gas Fund Budget - Overall
 - Proposed New Rates
 - Gas Fund Department Budget
- Water Fund
 - Consumption Patterns
 - Rate Class Contributions
 - Residential Utility Bill Breakdown - Water
 - Water Fund Budget - Overall
 - Water Fund Rates
 - Water Fund Department Budgets
 - Water Treatment
 - Water Construction
- Wastewater Fund
 - Residential Utility Bill Breakdown – Wastewater
 - Wastewater Fund Budget – Overall
 - Wastewater Fund Rates
 - Wastewater Fund Department Budgets
 - Wastewater Construction
 - Wastewater Treatment
- Sanitation Fund
- Drainage Fund
 - Drainage Fund Budget - Overall

Fisher explained that the FY2021-22 proposed budget includes utility rate increases of:

- Electric: 9.5% (on distribution cost only; not wholesale power costs)
- Gas: 24.7% (on distribution cost only; not supply costs)
- Water: 26.6%

Fisher advised that the Water Fund budget also includes the addition of a monthly minimum charge on irrigation accounts. Fisher further explained that water rates need to be increased to help cover the \$5 Million cost of the repairs to the lake intake structure at Lake Somerville that was damaged in the 2016 floods and again during Hurricane Harvey. Fisher reminded Council that Lake Somerville is the city's only water source so the repairs to that facility are required.

After further discussion, the City Council asked that staff do some additional recalculating on the monthly minimum charge for residential irrigation accounts to see if shifting more of the costs to commercial/industrial customers could reduce the proposed rate increases. The City Council also advised staff to provide options to reduce expenditures in the utility funds so that rate increase can be lower than what was proposed.

Fisher advised that staff would prepare additional options for Council to consider and a follow-up budget meeting will be planned as soon as possible.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on Thursday, July 29, 2021 beginning at 8:00 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff present:

City Manager James Fisher, Assistant City Manager – Chief Financial Officer Carolyn Miller, City Secretary Jeana Bellinger, Director of Development Services Stephanie Doland, Director of Public Utilities Alton Sommerfield, Director of Economic Development Susan Cates, Controller Stacy Hardy, Human Resources Director Susan Nienstedt, Information Technology Manager Kevin Schmidt, Deputy City Secretary Karen Stack, Monique Breaux, Nancy Stafford, Jennifer Hill and Cynthia Longhofer.

Citizens/Others Present:

None.

Media Present:

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

1. Call Meeting to Order

WORK SESSION

2. FY 2021-22 Proposed Budget Discussions – Utility Funds

Assistant City Manager – Chief Financial Officer Carolyn Miller presented the City Council with an option to eliminate or reduce utility fund rate increases.

Miller explained that staff is proposing to reduce the transfers to the General Fund from the Electric Fund by 20%; the Gas Fund by 50%; the Water Fund by 25% and 5% from both the Wastewater and Sanitation Funds. Miller stated that staff is also proposing that the \$200,000.00 engineering study for a secondary water source also be eliminated as there are probably grants that the city can apply for to help pay for this study. Miller reminded Council that the water rate would still need to be increased due to the debt service requirement on the Lake Intake Structure Project.

Miller advised that staff's recommendation to reduce the transfers to the General Fund is a reduction of \$751,444.00 in revenue; therefore, the 12 new positions and the cost-of-living adjustment for all current employees would be eliminated from the FY21-22 budget.

The City Council discussed several options and advised staff to prepare an amended budget that includes the following:

- Only reduce the city's tax rate by \$.01 making the new tax rate \$0.4940.
- Reduce all the proposed utility rate increases by 50%.
- Keep the cost-of-living increase in the budget.
- Fund four (4) positions.

Miller stated that staff would prepare a revised budget as instructed and present the \$0.4940 tax rate for their approval at the August 5, 2021 City Council meeting.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-21-017

AN ORDINANCE DESIGNATING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN WASHINGTON COUNTY, TEXAS OUT OF THE JAMES WALKER LEAGUE, ABSTRACT NO. 106, CONTAINING 16.818 ACRES OF LAND, MORE OR LESS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, AS REINVESTMENT ZONE NUMBER FORTY-EIGHT FOR COMMERCIAL TAX PHASE-IN INCENTIVE AS PROVIDED IN CHAPTER 312, TEXAS TAX CODE; ESTABLISHING THE NUMBER OF YEARS FOR THE ZONE, AUTHORIZING AN AGREEMENT FOR EXEMPTION FROM TAXATION THE INCREASE IN VALUE OF CERTAIN PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, on the 5th day of August, 2021, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Forty-Eight. The notice of such hearing was published on July 27, 2021, such date being not later than the seventh day before the date of the public hearing; and

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

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

WHEREAS, the designation of the proposed reinvestment zone is consistent with the City's policies adopted by Council Resolution No. R-19-038 on the 19th day of December, 2019, and will benefit the land included within the Reinvestment Zone after the expiration of the Agreement; and

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

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

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

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

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

- a) That the public hearing on the adoption of the reinvestment zone under the provisions of the Act has been properly called, held and conducted and that notice of such hearing has been published as required by law and has been sent to the respective taxing units within the proposed reinvestment zone; and
- b) That the City has jurisdiction to hold, and conduct said public hearing on the creation of the proposed reinvestment zone pursuant to the Act; and
- c) That creation of the proposed reinvestment zone with boundaries described herein will result in improvements made after the passage of this Ordinance and the execution of tax abatement agreements, that are feasible and practical and will benefit the City, its residents and property owners in the reinvestment zone; and
- d) That the proposed designation will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investments to the zone that would be a benefit to the property and contribute to economic development of the City.

- Section 3.** That the City hereby creates Reinvestment Zone Number Forty-Eight, designated as all of that certain tract or parcel of land, lying and being situated in Washington, County, Texas out of the James Walker League, Abstract No. 106, containing 16.818 acres of land, more or less, and being more fully described by metes and bounds in Exhibit “A” attached hereto and incorporated herein for all purposes, and such reinvestment zone shall hereafter be identified as Reinvestment Zone Number Forty-Eight for Commercial Tax Phase-In, City of Brenham, Texas.
- Section 4.** That the designation of Reinvestment Zone Number Forty-Eight for Commercial Tax Phase-In shall expire five (5) years from the date of this Ordinance, unless renewed as provided by the Act, or at an earlier time designated by subsequent ordinance.
- Section 5.** That written agreements as provided in the Act with owners of eligible property located within the reinvestment zone shall be for a period of up to ten (10) years, and that the eligible property that is subject to the above mentioned exemption from taxation shall be the land and improvements to the property in conformity with the City's criteria and guidelines, and written agreements shall provide for an exemption from taxation of the total increase in value of the eligible property over its value in the year the agreement is executed. The written agreement will require that all taxes be current at the time of execution of agreement and be kept current to all taxing entities during the term of said agreement.
- Section 6.** That said designation of Reinvestment Zone Number Forty-Eight for Commercial Tax Phase-In and the written agreement thereof are in accordance with the City of Brenham “Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises” and will be a benefit to the land which will be included within the Reinvestment Zone and to the City of Brenham after the expiration of the agreement.
- Section 7.** That if any provision of this Ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part of it.
- Section 8.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED, on its first reading this the 5th day of August 2021.

PASSED AND APPROVED, on its second reading this the 19th day of August 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

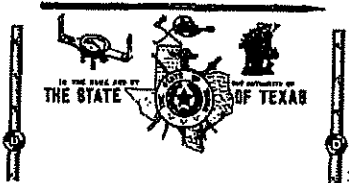


EXHIBIT "A"

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

OFFICE PHONE: (979) 836-5681
 FAX: (979) 836-5683
 www.hoddesurveying.com

W. O. No. 6058

THE STATE OF TEXAS

COUNTY OF WASHINGTON

JP MORGAN CHASE BANK, N.A.
 TO
 BELLVILLE HOLDINGS, LLC

SURVEYOR'S LEGAL DESCRIPTION

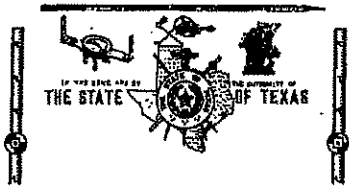
16.818 ACRES

All that certain tract or parcel of land, lying and being situated partly within the City Limits of Brenham, Washington County, Texas, part of the James Walker Survey, A-106, being all of the same land described as 16.818 acres in the Substitute Trustee's Deed (with Bill of Sale) from Jan Langan (Substitute Trustee) to JP Morgan Chase Bank, N.A., dated May 6, 2008, as recorded in Volume 1279, Page 742, in the Official Records of Washington County, Texas, or being the same land described as 16.818 acres in the Warranty Deed with Vendors Lien from CHC Industries, Inc. to Brenham Tom Green, LP, dated November 1, 2004, as recorded in Volume 1139, Page 565, in the Official Records of Washington County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a ½ inch iron rod found on the North margin of East Tom Green Street for the Southwest corner hereof and of said original 16.818 acres tract, being the Southeast corner of Lot 2 called 1.340 acres of the Arrol L. Moore Division of a 2.326 acres tract, a map or plat of said division being of record in Plat Cabinet File Slide No. 416-B in the Plat Records of Washington County, Texas;

THENCE along the East line of said Lot 2 of said Arrol L. Moore Division for the West line hereof and of said original 16.818 acres tract, N 15°05'32" W 515.00 feet to a found "X" marked on a concrete retainer wall for the Northwest corner hereof and of said original 16.818 acres tract, being the Northeast corner of said Lot 2 of said Arrol L. Moore Division, being an interior angle point on the South line of the Blue Bell Creameries, L.P. tract called 7.611 acres as described in Volume 679, Page 102, in said Official Records;

THENCE along a South line of said Blue Bell Creameries tract for a North line hereof, being along a North line of said original 16.818 acres tract, N 74°51'45" E 442.16 feet to a found punch hole marked in concrete on the Southwest right of way line of the Southern Pacific Railroad for a Northeast corner hereof and of said original 16.818 acres tract, being the Southeast corner of said Blue Bell Creameries tract, also being on a Northeast line of said City Limits of Brenham Texas, a ½ inch iron rod found (bent) at a chain link fence corner post bears N 29°53'45" W 4.99 feet;



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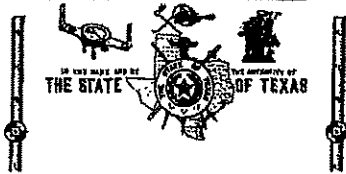
THENCE along a portion of the Southwest right of way line of said railroad for a Northeast line hereof, being along a Northeast line of said original 16.818 acres tract, being along or near said City Limits line, S 29°53'45" E 327.76 feet to a ½ inch iron rod found for an interior corner hereof, and of said original 16.818 acres tract, being a Southwest corner of said Southern Pacific Railroad right of way;

THENCE along the Southeast end of said railroad, being along a Northwest line hereof and of said original 16.818 acres tract, N 60°00'32" E 64.67 feet to a 5/8 inch iron rod found with plastic ID. cap (RPLS 5197) for the East corner of said railroad, being an interior corner hereof and of said original 16.818 acres tract, being an exterior corner of said City Limits;

THENCE along a portion of the Northeast right of way line of said railroad, being along a Southwest line hereof and of said original 16.818 acres tract, being partly along or near an existing fence, N 29°58'36" W 302.54 feet to a ½ inch iron rod found at a chainlink fence corner post on said railroad right of way line for an exterior corner hereof and of said original 16.818 acres tract, also being the Southwest corner of the Florence Marie Koehne, et al, residue of original tract called 23.990 acres (Tract 5) as described in Volume 559, Page 703, in said Official Records;

THENCE along the South line of said Koehne residue tract for a North line hereof and of said original 16.818 acres tract, being partly along or near an existing fence, S 83°30'46" E at 701.07 feet passing a ½ inch iron rod found at a chainlink fence corner post and at a total distance of 1079.25 feet to a ½ inch iron rod found 7.39 feet East of an existing North-South fence, for the Northeast corner hereof and of said original 16.818 acres tract, being the Southeast corner of said Koehne residue tract and being on the West line of the Alois Bilski tract called 20.070 acres as described in Volume 538, Page 386, in said Official Records, being the Northeast corner of a 0.019 acre fence encroachment area, being on the East line of a 60 foot wide easement called 2.737 acres as described in Volume 538, Page 409, in said Official Records;

THENCE along a portion of the West line of said Bilski tract for the most Eastern line hereof, and of said original 16.818 acres tract, being along a portion of the East line of said 60 foot wide easement, and being East of said North-South fence, also being along the East line of said 0.019 acre fence encroachment area, S 7°18'03" E 222.35 feet to a ½ inch iron rod found at a 8 inch treated fence corner post for an East corner hereof and of said original 16.818 acres tract, being the Southwest corner of said Alois Bilski tract, and being an exterior corner of the Regina Bilski, et al, tract called 26.079 acres as described in Volume 538, Page 422, in said Official Records, also being the East or Southeast corner of said 60 foot wide easement;



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THENCE along the Northwest line of said Regina Bilski, et al, tract for a Southeast line hereof and of said original 16.818 acres tract, being along or near an existing fence, S 58°03'30" W 782.71 feet to a 1/4 inch iron rod found at a 4 inch Cedar fence post for the most Southern corner hereof and of said original 16.818 acres tract, being the West corner of said Regina Bilski, et al, tract and being on the Northeast line of the R. & S. Leasing tract called 0.4639 acre as described in Volume 607, Page 237, in said Official Records, and being on said City Limits line, a 1/2 inch iron rod found at a 48 inch Hackberry tree for the East corner of said R & S Leasing tract bears S 28°49' E 8.23 feet;

THENCE along a Southwest line hereof and of said original 16.818 acres tract, being along the Northeast line of said R & S Leasing tract and along the Northeast line of the City of Brenham tract called 0.0935 acre as described in Volume 607, Page 227, in said Official Records, being along said City Limits line, N 29°58'36" W at 286.89 feet pass the North corner of said R & S Leasing tract, being the East corner of said City of Brenham tract called 0.0935 acre, a 1/4 inch iron rod found bears (N 63°25'12" W 0.95 feet) and at a total distance of 348.96 feet to a 5/8 inch iron rod found with plastic ID. cap (RPLS 5197) for an interior corner hereof and of said original 16.818 acres tract, and being the North corner of said City of Brenham tract, being on said City Limits line;

THENCE along a South line hereof and of said original 16.818 acres tract, being along the North line of said City of Brenham tract called 0.0935 acre and along the North line of the City of Brenham tract called 0.0365 acre as described in Volume 600, Page 49, being along or near an existing fence, S 75°07'11" W 122.80 feet to a 5/8 inch iron rod found with plastic ID. cap (RPLS 5197) on the East right of way line of a cul-de-sac at the end of said East Tom Green Street for an exterior corner hereof and of said original 16.818 acres tract, being the Northwest corner of said City of Brenham tract called 0.0365 acre;

THENCE along a portion of the North right of way line of said East Tom Green Street, being in a cul-de-sac, for a South line hereof and of said original 16.818 acres tract, being a curve to the left, through a central angle of 118°49'32", having a radius of 60.00 feet, a chord of S 74°18'36" W 103.30 feet, for an arc distance of 124.43 feet, to a 3/8 inch iron rod found at the end of said cul-de-sac where same intersects the North margin of said East Tom Green Street for an exterior corner hereof and of said original 16.818 acres tract;

THENCE along a portion of the North right of way line of said East Tom Green Street for a South line hereof and of said original 16.818 acres tract, S 74°54'28" W 419.31 feet to the place of beginning and containing 16.818 acres of land.



Regular City Council
AGENDA ITEM 4-C.

Agenda Item: Approve Change Order No. 1 and Final Payment on Contract No. 66C-13G to Solid Bridge Construction, LLC in the Amount of \$35,693.50 for Ralston Creek Lift Station Elevation and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-August 19, 2021

Department: Public Utilities

Staff Contact: Alton Sommerfield

Classification: Consent

SUMMARY STATEMENT:

The Ralston Creek Lift Station project has been completed with only one reduction in cost change order in the amount of \$1,1995.00 due to a change in the scope of work. This week City Staff, Strand and TXDOT, completed the final inspection of the project and found it to be completed; therefore, staff is recommending approval of both the change order and final payment to Solid Bridge Construction in the amount of of \$35,693.50

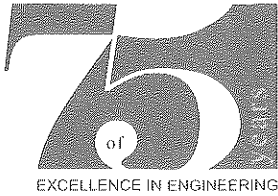
ATTACHMENTS:

- (1) Change Order No. 1
- (2) Final Payment

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve Change Order No. 1 and Final Payment on Contract No. 66C-13G to Solid Bridge Construction, LLC in the amount of \$35,693.50 for Ralston Creek Lift Station Elevation and authorize the Mayor to execute any necessary documentation.



Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937

July 29, 2021

CHANGE ORDER NO. 1

PROJECT: Ralston Creek Lift Station Elevation
OWNER: City of Brenham, Texas
CONTRACT: 66C-13G
CONTRACTOR: Solid Bridge Construction, LLC

Description of Change

1a	Adjust the Cash Allowance for Bid Item No. 5 from \$7,000.00 to \$5,005.00.	(DEDUCT)	(\$1,995.00)
TOTAL VALUE OF THIS CHANGE ORDER:		(DEDUCT)	(\$1,995.00)

Contract Price Adjustment

Original Contract Price	\$358,930.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	(\$1,995.00)
Current Contract Price including this Change Order	\$356,935.00

Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	July 29, 2021
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 Days
Contract Substantial Completion Date Adjustments due to this Change Order	0 Days
Current Substantial Contract Completion Dates including all Change Orders	July 29, 2021

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	July 29, 2021
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	July 29, 2021

City of Brenham-Solid Bridge Construction, LLC
Contract 66C-13G, Change Order No. 1
Page 2
July 29, 2021

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED


ENGINEER-Strand Associates, Inc.®

7/29/2021

Date

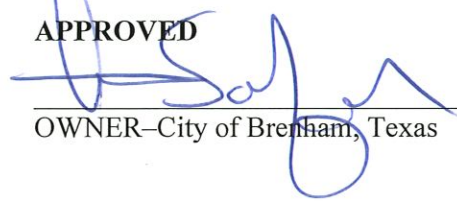
APPROVED


CONTRACTOR-Solid Bridge Construction, LLC

7-29-2021

Date

APPROVED


OWNER-City of Brenham, Texas

8-2-2021

Date

APPLICATION FOR PAYMENT NO. 4

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833

FROM CONTRACTOR: SOLID BRIDGE CONSTRUCTION, LLC, 3104 I-45 South, New Waverly 77358

PROJECT: 66C-13G

STRAND PROJECT NO. 3900.238

CONTRACT AWARDED: February 4, 2021

PERIOD FROM: July 20, 2021

CONST. TIME ALLOTTED: 120

NOTICE TO PROCEED: March 31, 2021

PERIOD TO: July 29, 2021

TIME USED: 120

ITEM	BASE BID	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	Mobilization	1	LS	1	0	1	\$ 7,500.00	\$ 7,500.00
2	Traffic Control and Regulation	1	LS	1	0	1	\$ 2,500.00	\$ 2,500.00
3A	Concrete Retaining Wall	1	LS	1	0	1	\$ 75,000.00	\$ 75,000.00
3B	Fiberglass Wetwell Riser	1	LS	1	0	1	\$ 20,000.00	\$ 20,000.00
3C	Concrete Extensions for Manholes & Valve Vault	1	LS	1	0	1	\$ 17,650.00	\$ 17,650.00
3D	Install Imported Compacted sand or gravel	1	LS	1	0	1	\$ 16,000.00	\$ 16,000.00
3E	Electrical Package	1	LS	1	0	1	\$ 69,450.00	\$ 69,450.00
3F	Bypass Pumping	1	LS	1	0	1	\$ 25,830.00	\$ 25,830.00
3G	Concrete Slabtop With Hatches	1	LS	1	0	1	\$ 18,000.00	\$ 18,000.00
3H	6" Compacted 1" Limestone Base Driveway	1	LS	1	0	1	\$ 18,500.00	\$ 18,500.00
3I	Install New Rails, Floats, Transducer, Hardware	1	LS	1	0	1	\$ 55,000.00	\$ 55,000.00
3J	Fencing	1	LS	1	0	1	\$ 21,000.00	\$ 21,000.00
3K	Final Grading	1	LS	1	0	1	\$ 2,200.00	\$ 2,200.00
3L	Hydroseed	1	LS	1	0	1	\$ 1,800.00	\$ 1,800.00
4	Excavation Safety	1	LS	1	0	1	\$ 1,500.00	\$ 1,500.00
5	Allowance for Pump Removal, Servicing, Recabling, and Re-Installation	1	LS	0.715	0	0.715	\$ 7,000.00	\$ 5,005.00

Original Contract: \$ 358,930.00
 Plus Additions:
 Less Deductions: \$ -
 Adjusted Contract: \$ 358,930.00

Value of Work Performed to Date \$ 356,935.00
 Plus Materials Stored at Close of Period \$ -
 Net Amt Earned to Date \$ 356,935.00
 Less 10% Retainage \$ -
 Subtotal \$ 356,935.00
 Less Previous Pay Applications \$ 321,241.50
 Amount \$ 35,693.50

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS

COUNTY OF Walker

WHEREAS, the undersigned, Travis Hanus, who being duly sworn, on oath, says that he is the legal representative of Solid Bridge Construction, LLC, has been employed by City of Brenham to furnish labor and materials for the installation RALSTON CREEK LIFT STATION ELEVATION CITY OF BRENHAM

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

BY: [Signature]
 SOLID BRIDGE CONSTRUCTION, LLC

DATE: 7/14/2021

PRINTED NAME: Travis Hanus

TITLE: Vice President

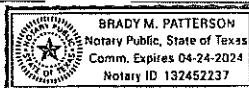
SWORN TO AND SUBSCRIBED BEFORE ME THIS THE

11 DAY OF

July

, 2021

[Signature]
 NOTARY PUBLIC IN AND FOR
 THE STATE OF TEXAS.



RECOMMENDED BY:

STRAND ASSOCIATES, INC.

DATE: 8/12/2021

APPROVED BY:

CITY OF BRENHAM

DATE:



Regular City Council
AGENDA ITEM 4-D.

Agenda Item: Ratification of Amendment No. 1 to the Consulting Services Agreement Between the City of Brenham and Gas Supply Consulting, Inc. for Consulting Services Related to the City of Brenham's Natural Gas Supply and Transportation and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-August 19, 2021

Department: Public Utilities

Staff Contact: Donald Reese

Classification: Consent

SUMMARY STATEMENT:

On January 7, 2021, Council approved a consulting services agreement between the City and Gas Supply Consultants Inc. (GSC) in an amount not to exceed \$23,850.00. This agreement was fully executed on January 25, 2021, and GSC has been actively working on completing the scope of services for the agreement since that time.

In February of 2021, Winter Storm Uri hit Texas, effectively sending the Natural Gas Market into Chaos. This unforeseen event has complicated GSC's efforts to perform the scope of services and to ultimately negotiate a new Gas Supply and Transport Agreement.

GSC has estimated that it will take an additional 20-40 hours to complete the remain project tasks which are detailed in the attached Amendment No.1. Therefore, GSC has requested an additional amount, not to exceed \$8,000.00 be added to the original agreement.

ATTACHMENTS:

- (1) Gas Supply Consulting Agreement
- (2) Amendment No. 1

RELEVANCE TO COMPREHENSIVE PLAN:

Growth Capacity Goal GC 3. A growth pattern that provides for the long-term financial sustainability of the City.

RECOMMENDED ACTION:

Approve the ratification of Amendment No. 1 to the Consulting Services Agreement between the City of Brenham and Gas Supply Consulting, Inc. for consulting services related to the City of Brenham's Natural Gas Supply and Transportation and authorize the Mayor to execute any necessary documentation.

CONSULTING SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

THIS AGREEMENT is made and entered into as of the 25th day of January, 2020, by and between the City of Brenham, Texas, a Texas municipal corporation, with its principal office at 200 W. Vulcan, Brenham, Texas 77833, hereinafter called "CITY" and Gas Supply Consulting, Inc, with its office at 19500 State Hwy 249, Suite 245, Houston, Texas 77070, hereinafter called "CONSULTANT."

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

ARTICLE 1 EMPLOYMENT OF CONSULTANT

The CITY hereby contracts with the CONSULTANT, as an independent contractor, and the CONSULTANT hereby agrees to perform the services herein as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas.

ARTICLE 2 SCOPE OF SERVICES

The CONSULTANT, upon the request of the CITY, shall perform the following services in a professional manner:

- A. All those services set forth in the Scope of Services document which is attached hereto and made a part hereof as Exhibit "A" as if written word for word herein. CONSULTANT shall not self-initiate any project or work.
- B. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE 3
PERIOD OF SERVICE

This Agreement shall become effective upon execution of this Agreement by the CITY and the CONSULTANT, and shall remain in force for the period which may reasonably be required for the completion of the tasks requested by the CITY, and any required extensions approved by the CITY. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule established by the CITY.

ARTICLE 4
COMPENSATION

- A. COMPENSATION, BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the CITY agrees to pay the rates shown in Exhibit "A" which is attached hereto and made a part of this Agreement as if written word for word herein.

Nothing contained in this Article shall require the CITY to pay for any work which is unsatisfactory, as reasonably determined by the Mayor or the City Council, or which is not submitted in compliance with the terms of this Agreement. The CITY shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement without first having obtained authorization from the CITY. CONSULTANT shall not be compensated for any self-initiated projects or self-initiated work

- B. PAYMENT: If the CITY fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after CITY'S receipt of the CONSULTANT'S undisputed statement thereof, as provided in Chapter 2251, Texas Government Code, interest on overdue payments shall accrue at the rate as provided in Chapter 2251, Texas Government Code, provided, however, nothing herein shall require the CITY to pay the interest as set forth herein if the CITY reasonably determines that the work, or portion thereof, is unsatisfactory, in accordance with this Article 4, "Compensation."

ARTICLE 5
OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the CITY any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE 6
OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the CITY upon the payment of the CONSULTANT pursuant to the terms of this Agreement. The CONSULTANT is entitled to retain copies of all such documents.

ARTICLE 7
INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to CITY as an independent contractor, not as an employee of the CITY. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE 8
INDEMNITY AGREEMENT

THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY AND ITS 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, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE A LIABILITY TO ANY PERSON WHO IS NOT A PARTY TO THIS AGREEMENT, AND NOTHING HEREIN SHALL WAIVE ANY OF THE PARTIES' DEFENSES, BOTH AT LAW OR EQUITY, TO ANY CLAIM, CAUSE OF ACTION, OR LITIGATION FILED BY ANYONE NOT A PARTY TO THIS AGREEMENT, INCLUDING THE DEFENSE OF GOVERNMENTAL IMMUNITY, WHICH DEFENSES ARE HEREBY EXPRESSLY RESERVED.

ARTICLE 9
TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate for convenience, without cause, by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be effective unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than thirty (30) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the CITY within thirty (30) days after the date of termination. The CITY shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article 4 "Compensation." Should the CITY subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information to the CITY and the new consultant. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the CITY on or before the date of termination but may maintain copies of such documents for its use.

ARTICLE 10
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the CITY shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE 11
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall 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. Mailed notices shall be deemed communicated as of three (3) days after mailing:

To CONSULTANT:

Gas Supply Consulting, Inc.
Attn: Timothy C. Sexton, President
19500 State Hwy 249, Suite 249
Houston, Texas 77070

To CITY:

City of Brenham
Attn: Donald C. Reese
ACM /Public Services/Utilities
P.O. Box 1059
Brenham, Texas 77834-1059

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days after mailing.

ARTICLE 12 **ENTIRE AGREEMENT**

This Agreement, consisting of eight (8) pages and one (1) exhibit, constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior or contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 13 **SEVERABILITY**

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.

ARTICLE 14 **COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE 15
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability, or other unlawful basis.

ARTICLE 16
PERSONNEL

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with, the CITY. CONSULTANT shall inform the CITY of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE 17
ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the CITY.

ARTICLE 18
MODIFICATION

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.

ARTICLE 19
MISCELLANEOUS

- A. The following exhibits are attached to and made a part of this Agreement:
 - 1. Exhibit A: Scope of Services and Costs

- B. CONSULTANT agrees that CITY shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the CONSULTANT involving transactions relating to this Agreement. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate working space in order to conduct audits in compliance with this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.
- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Washington County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key person who will perform the majority of the work hereunder shall be Kim Decell with oversight provided by Timothy C. Sexton. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.
- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the CITY.
- F. The CITY shall assist the CONSULTANT by placing at the CONSULTANT's disposal all reasonably available information pertinent to a project, including previous reports, any other data relative to the project, and arranging for the access thereto, and make all reasonable provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- G. The captions of this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.
- H. To the extent this Agreement is considered a contract for goods or services subject to 2270.002 Texas Government Code, User verifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.

IN WITNESS HEREOF, the City of Brenham, Texas has caused this Agreement to be executed by its duly authorized representative, and CONSULTANT has executed this Agreement through its duly authorized representative on this the 25th day of January, 2021.

CITY OF BRENHAM, TEXAS

Milton Tate

Milton Tate, Mayor



Gas Supply Consulting, Inc.

Name of Company

Timothy C. Sexton

Signature of Authorized Representative

Timothy C. Sexton, President

Printed Name and Title

Attest:

Kim Decell

Signature

Kim Decell, Director of Supply Services

Printed Name and Title

Exhibit A



Gas Supply Consulting, Inc.

November 30, 2020

Mr. Donald Reese
Assistant City Manager – Public Services/Utilities
City of Brenham

Via email: dreese@cityofbrenham.org

Mr. Reese,

Per your request, Gas Supply Consulting, Inc. ("GSC") has prepared a proposal to assist the City of Brenham ("City") with the acquisition of natural gas supply and natural gas transportation services. Such services would replace the current bundled supply/transportation service provided to City by WTG Gas Marketing which expires October 31, 2021.

Based upon your conversation with Tim Sexton prior to the Thanksgiving holiday, my understanding of tasks that may be undertaken by GSC would include the following ("Scope of Services"):

Task 1 **Review City of Brenham Natural Gas Requirements (4-10 Hours)**

- Obtain City's monthly and, if possible, daily gas use for past five years.
- Use information to assess City's requirements for gas supply and gas transportation services.

Task 2 **Acquire Natural Gas Transportation Service (12-66 Hours)**

- Discuss pipeline facility capabilities and service offerings with pipelines with existing and proposed connections with City's Municipal Gas System ("Known Pipelines"). Solicit transportation service quotes.
- Identify and evaluate alternative pipelines in vicinity of City's Municipal Gas System.
 - Solicit connection cost and transportation service quotes from any proximate pipeline.
 - Prepare breakeven analysis versus service from Known Pipelines.
- Assess each pipeline's ability to meet City's service requirements at competitive price and make recommendation to City.
- Negotiate gas transportation service agreement with one or more connected pipelines.
 - Note that, in the absence of competitive alternatives, certain aspects of service, including rate, may be non-negotiable and be set forth in pipeline's tariff.
 - Present draft agreement to City for approval.
 - If City requires any changes to draft agreement, work with service provider to implement such changes.
 - Coordinate service agreement execution and implementation.

19500 State HWY 249, Suite 245 • Houston, Texas 77070 • (281) 558-0735 • (281) 558-9454 fax

Task 3 Acquire Natural Gas Supply Service via Competitive Bid Process (8-30 Hours)

- Develop list of potential gas suppliers for receipt of City's Gas Supply RFP.
- Administer City's Natural Gas Supply RFP.
 - Draft RFP document for issuance to target suppliers.
 - Participate in meetings / discussions with potential suppliers.
 - Coordinate competitive bid process.
 - Develop analysis of bids received and provide recommendation to City.
- Negotiate gas supply contract.
 - Prepare draft contract for inclusion in City's Gas Supply RFP. Draft and final negotiated contract subject to City approval.
 - Coordinate service agreement execution and implementation.

Cost Breakdown

GSC's services are generally paid for on an hourly basis. As such, we would invoice the City based upon our hourly rates. GSC's hourly rates for this project would be as follows:

<u>Individual</u>	<u>Position</u>	<u>Hourly Rate</u>
Timothy C. Sexton	President	\$250.00/Hr.
Kim Decell	Director – Supply Services	\$200.00/Hr.
Anthony Broussard	Consultant / Engineer	\$200.00/Hr.

Proposed GSC Cost Estimate

As presented in detail on page 3, GSC's cost estimate for services ranges from \$5,400 to \$23,850. Based on these estimates, GSC would commit to a "Not to Exceed" charge of \$23,850.

Service Quote notes:

- Variability in the Low to High rate estimates reflect uncertainty related to factors such as (i) access to relevant information - very limited public information for most intrastate pipelines can result in extensive research / pipeline communication to obtain useable data and (ii) ease of identifying alternative pipeline options and relevant personnel to develop connection costs.
- Estimate reflects the outlined Scope of Service. The quoted "Not to Exceed" charge is subject to change should the Scope of Service be contracted or expanded. Any scope modification and associated change to the "Not to Exceed" charge would be finalized with the City before scoped tasks were undertaken.
- Estimate reflects only billable hours and does not include out of pocket expenses such as travel and lodging. Any out of pocket expenses would be included as expenses and invoiced to the City at cost.

Once you have had a chance to review the attached proposal, if you have any questions or comments, please feel free to give me a call at (713) 828-3877 and I will be glad to discuss the matter further.

Regards,



Kim Decell
Director, Supply Services
Gas Supply Consulting, Inc.

Acquisition of Gas Supply and Gas Transportation Services				
Task	Consulting Time		Estimated Cost	
	<i>Min</i>	<i>Max</i>	<i>Min</i>	<i>Max</i>
Task 1: Review City of Brenham's Natural Gas Requirements				
1. Obtain and analyze City's historic natural gas use	2	4	\$450	\$900
2. Assess City's gas supply and gas transportation service requirements	2	6	\$450	\$1,350
Task 1 Subtotal	4	10	\$900	\$2,250
Task 2: Acquire Natural Gas Transportation Service				
1. Discuss facility capabilities and service offerings with Current and Proposed Pipelines connected to City's Municipal Gas System	4	16	\$900	\$3,600
2. Identify and evaluate alternative pipelines in vicinity of City's Municipal Gas System	4	20	\$900	\$4,500
3. Evaluate service offers and make recommendation to City	2	10	\$450	\$2,250
4. Negotiate transportation service agreement	2	20	\$450	\$4,500
Task 2 Subtotal	12	66	\$2,700	\$14,850
Task 3: Acquire Natural Gas Supply Service via Competitive Bid Process				
1. Develop gas supplier list	2	6	\$450	\$1,350
2. Administer Natural Gas Supply RFP	4	16	\$900	\$3,600
3. Negotiate gas supply contract	2	8	\$450	\$1,800
Task 3 Subtotal	8	30	\$1,800	\$6,750
Project Total	24	106	\$5,400	\$23,850

**AMENDMENT NO. 1 TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF BRENHAM AND
GAS SUPPLY CONSULTING, INC.**

THIS AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT ("Amendment No. 1") by and between the City of Brenham, Texas, a Texas municipal corporation, with its principal office at 200 W. Vulcan, Brenham, Texas 77833, hereinafter called "CITY" and Gas Supply Consulting, Inc., with its office at 19500 State Hwy 249, Suite 245, Houston, Texas 77070, hereinafter called "CONSULTANT," effective as of this, 5th day of August, 2021 (the "Commencement Date").

WHEREAS, Consultant and the City entered into that certain CONSULTING SERVICES AGREEMENT dated and effective on January 25, 2021 (the "Agreement"); and

WHEREAS, the Consultant and the City acknowledge and agree that additional consulting work is required to be performed related to the City's gas supply and transportation services as more fully described in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes; and

WHEREAS, the Consultant and the City desire to increase the amount of compensation to be paid to Consultant for consulting services related to the City's gas supply and transportation services; and

WHEREAS, Consultant and the City desire to mutually agree to certain additional terms and obligations related to the Agreement as further described in this Amendment No. 1;

NOW, THEREFORE, in consideration of the mutual obligations and undertakings described herein, and other good and valuable consideration set forth in this Amendment No. 1, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above Recitals provisions are fully incorporated herein by this reference.
2. Consultant's Compensation, more fully described in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, is hereby modified to increase the "Not to Exceed" amount by \$8,000.00 for a total "Not to Exceed" amount of \$31,850.00.
3. This Amendment No. 1 shall prevail over any provision or term contained in the January 25, 2021 Agreement to the extent said Agreement may be inconsistent with the terms of this Amendment No. 1. Except as expressly amended by this Amendment No. 1, all other terms and conditions of the January 25, 2021 Agreement shall remain in full force and effect.

This Amendment No. 1 is agreed to and accepted by both parties to the Agreement, and shall be effective as of the 5th day of August, 2021.

CITY OF BRENHAM, TEXAS

GAS SUPPLY CONSULTING, INC.

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

Timothy C. Sexton
Signature of Authorized Representative

Timothy C. Sexton, President
Printed Name and Title

Attest:

Karen Stack
KES Jeana Bellinger, City Secretary, TRMC, CMC
Karen Stack, Deputy City Secretary

Attest:

Kim Decell
Signature

Kim Decell, Director of Supply Services
Printed Name and Title



Exhibit "A"

Gas Supply Consulting, Inc.

July 15, 2021

Mr. Donald Reese
Assistant City Manager – Public Services/Utilities
City of Brenham

Via email: dreese@cityofbrenham.org

Mr. Reese,

On November 30, 2020 Gas Supply Consulting, Inc. ("GSC") provided the City of Brenham with a proposal to solicit natural gas supply and firm transportation ("FT") service quotes, evaluate such proposals and negotiate and administer execution of associated contracts. City of Brenham accepted the proposal and a Consulting Services Agreement was executed on January 25, 2021.

GSC's proposal included a Not To Exceed cost of \$23,850 based upon GSC's anticipation of a maximum 106 hours to complete the project. This was based on our experience with such projects in a typical energy environment. However, subsequent to execution of the Consulting Services Agreement, the February 2021 weather event created turmoil in the energy industry. Further complicating the current energy environment are the various changes being made to rates and operations by Oasis Pipeline, City of Brenham's sole pipeline connection. As a result, GSC has found a resistance by gas suppliers to transact in Texas, particularly off Oasis and difficulty in pinning down Oasis on the various components of a firm transportation service agreement.

Ultimately, the complications presented by today's energy environment have meant that GSC has spent more time than it anticipated pursuing firm gas supply and firm transportation for City of Brenham. We now anticipate that completion of the project will require another 20-40 hours, which equates to an incremental cost of about \$4,000 - \$8,000.

Project tasks pending are as follows:

1. Negotiate Firm Transportation Service Agreement with Oasis Pipeline
2. Negotiate Firm Gas Supply Service Agreement with "Best Bidder"
"Best Bidder" will be determined after City of Brenham finalizes the terms of an Oasis FT agreement.
3. Prepare a "high-level" economic analysis of a connection to and firm transport service with Atmos vs. Oasis FT service

Note: if this high-level analysis suggests a connection to Atmos might be a feasible alternative to Oasis, GSC could assist with a comprehensive analysis of bypass under a separate project proposal. This would likely be a multi-month process involving, among other things, detailed facility requirement analysis and negotiation of a discounted service agreement.

We recognize that we had committed to a Not to Exceed price, but given changed circumstances described above, we would appreciate your consideration of an adjustment to our original proposed price to reflect additional charges of up to \$8,000.

Mr. Donald Reese
City of Brenham

July 15, 2021
Page 2

If you have any questions or comments, please feel free to give me a call at (713) 828-3877 and I will be glad to discuss the matter further.

Regards,

A handwritten signature in black ink that reads "Kim Decell". The signature is fluid and cursive, with the first name "Kim" and last name "Decell" clearly distinguishable.

Kim Decell
Director, Supply Services
Gas Supply Consulting, Inc.



Regular City Council
AGENDA ITEM 5.

Agenda Item: Discussion and Update on the City of Brenham FY2021-22 Proposed Budget

Meeting Type: Regular Meeting-August 19, 2021

Department: Finance

Staff Contact: Carolyn D, Miller

Classification: Work Session

SUMMARY STATEMENT:

See attached memo from Assistant City Manager-Chief Financial Officer.

ATTACHMENTS:

(1) Memo from ACM-CFO

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

No action - discussion only.



To: Mayor, Council and City Manager

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

Subject: Update on Utility Rate Increases and FY2021-22 Proposed Budget

Date: August 10, 2021

On July 29, Council met in a special workshop to discuss the proposed utility rate increases for electric, gas and water, and to discuss options for reducing the impact to our citizens. After discussing the options proposed by the Budget Team, Council gave the following direction:

- City employees are a priority, and the 2% COLA should be funded
- If possible, lower the utility rate increases by 50% of the prior proposed rates
- Shift an additional 1-cent to the O&M tax rate and raise it by 3-cents
- Maintain general government operations and services, and determine which of the eight General Fund positions can be added

Cost of Living Increase

All full-time employees will receive a 2% COLA increase beginning with the first pay period in the new fiscal year.

Utility Rate Increases

We were able to reduce the dollar and percent increase in each utility as shown in the table below. The average residential customer will see a monthly increase of \$8.10 as compared to the previously proposed increase of \$14.83 or 13.33%.

Average Residential Consumption	Monthly Utility Rate		Change	
	Current	Proposed	Dollar	Percent
Water (5,000 Gal)	\$ 25.78	\$ 29.85	\$ 4.07	15.79%
Wastewater (5,000 Gal)	\$ 26.94	\$ 26.94	\$ -	0.00%
Gas (2.5 MCF) *	\$ 15.78	\$ 17.74	\$ 1.96	12.42%
Electric (1,125 kWh) *	\$ 42.75	\$ 44.82	\$ 2.07	4.84%
Total Monthly Bill	\$ 111.25	\$ 119.35	\$ 8.10	7.28%

* Gas and electric excludes power supply pass-throught costs.

O&M Tax Rate

The City is proposing a total tax rate of \$0.4940 for FY2021-22. The I&S (debt) portion can be lowered 4-cents. However, a 3-cent increase to the O&M component of the tax rate is needed to cover personnel additions in the General Fund.

General Fund Positions

Of the eight positions that were requested, we were able to add five. The proposed FY2021-22 budget includes the following new positions: Building Inspector, Maintenance Technician, Assistant Parks Superintendent, Parks Coordinator, and an IT Technician. The three firefighters are on hold pending recruitment of a new Fire Chief and the upcoming Council Retreat. Brenham Independent School District is funding an additional School Resource Officer and this position is added in the Police Department with the revenue offset as well.

Closing Remarks

The Budget Team greatly appreciates the feedback and direction from City Council, and we are pleased to present the FY2021-22 Proposed Budget for your consideration.



Regular City Council
AGENDA ITEM 6.

Agenda Item: Discussion and Update on Downtown Brenham Retail Incubator

Meeting Type: Regular Meeting-August 19, 2021

Department: Economic Development

Staff Contact: Susan Cates

Classification: Work Session

SUMMARY STATEMENT:

See attached memo from Susan Cates, Director of Economic Development.

ATTACHMENTS:

- (1) Memo from S. Cates
- (2) YTM Business Plan

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

No action - discussion only.



To: Mayor and City Council

From: Susan S. Cates, CEcD, PCED, BREC
Director of Economic Development

Subject: Downtown Incubator – YellowTruck Market

Date: August 12, 2021

Retail Incubators (Incubator) are a proven economic development tool, utilized to support small business growth through education, training, mentoring, and financial support. The goal is to provide entrepreneurs who know their product the opportunity to learn how best to bring that product to market while the Incubator mitigates some of the risk for the entrepreneur.

Downtown Brenham’s Incubator - YellowTruck Market (YTM) is designed to support six to seven incubator participants at a time. We are targeting entrepreneurs that are makers/creators of the products they sell, or entrepreneurs who have a product to sell that is unique and “fills a gap” in the existing downtown marketplace.

The retail space in the Incubator is the “laboratory” that provides the entrepreneur the opportunity to try new products or merchandising concepts, learn to manage the details of operating a retail business, and find out if retail is really a fit for them. The Incubator also provides a “classroom” where all participants are required to:

- Attend mandatory training at least one class per month. These classes include: Quickbooks, merchandising, business plan writing, inventory management, human resources management, business taxes, banking and finance, etc.
- Work a minimum of 12 hours per week in the retail space/lab
- Hit established benchmarks, for example at the one-year mark they must have a completed business plan
- Pay their monthly pro-rated rent

Brenham's downtown Incubator will:

- Grow businesses to fill the pipeline of unique retail offerings in our Downtown area. As Brenham grows, we want to make sure that there is a vibrant pool of new retail businesses to fill existing and expanding downtown retail locations. There are also some market gaps in our downtown area that we would like to encourage specific types of retailers to fill.
- Gather data to support expanded retail hours. As Brenham's tourism attraction is growing, visitors would like to shop outside 10-5 Monday-Saturday. The Incubator will be open Monday-Thursday 10-6, Friday-Saturday 10-8, and Sunday 11-3. We will gather and analyze sales data from the expanded hours to provide solid data to existing downtown retailers about the opportunity of expanded hours.
- Develop a framework that is transferable to other industries. We chose to pursue a retail incubator because we had a private sector partner that was willing to go down this path with us. Our hope is to expand this concept to manufacturing/technology and launch other entrepreneur incubators in our community. Growing a community's economic base by supporting local entrepreneurs is an effective economic development tool because these entrepreneurs are already committed to the community and support other local businesses, schools, and charitable organizations.

I have included a copy of the business plan for YellowTruck Market which will provide additional information on how this important economic development tool will work to benefit downtown Brenham.

EXECUTIVE SUMMARY

Downtown Brenham has a well-established specialty retail niche market. However, there are underserved market segments and opportunities for additional product diversity. In addition, the operational hours of the majority of retail establishments are not conducive to growth of tourism in Downtown Brenham. Tourism is a growing industry and Brenham is poised by both its location and abundance of historical and natural assets to realize an enormous economic impact in the tourism sector.

Tiffany McMordie-Morisak has been a long-time supporter of Downtown Brenham including employed three plus years by the City of Brenham as a Community Development Assistant and Main Street Manager. Tiffany and her husband Bryan recently had the opportunity to purchase a building in Downtown Brenham. As part of her feasibility research, she approached Jennifer Eckermann to inquire about how the building could be utilized to positively impact Downtown and provide adequate return on investment. Jennifer connected Tiffany to Susan Cates who had discussed business incubators with Jennifer—specifically retail incubators in Downtown. Thus, the concept of YellowTruck Market Retail Incubator was launched.

MISSION:

“Facilitate and develop regional retail entrepreneurs and foster economic growth and sustainability in Downtown Brenham.”

VISION:

“Engage community partners to support regional entrepreneurs and the economic impact of Downtown Brenham by offering diverse merchandise and authentic experiences.”

Business incubators are a tried-and-true model for growing entrepreneurs in a community. Whether privately-funded or publicly-funded, the incubator concept has seen tremendous growth over the past 20 years, although the first business incubator was launched in 1959. The model that has most appeal is often a public-private partnership, and that is the type of incubator that is being proposed for Downtown Brenham.

YellowTruck Market is projected to support six to seven retail businesses in a 1,320 square foot retail space located at the corner of Main Street and Park Street. YellowTruck Market is specifically looking for makers, creators, and unique retail entrepreneurs that are ready to take their business to the next level that have an existing customer base either through pop-up markets or online. Morisak’s business, YellowTruck, LLC will provide the retail space, utilities, point-of-sale system, and retail fixtures. The YellowTruck Team comprised of members of the Brenham Main Street and Brenham | Washington County Economic Development organizations will provide training, financial support, and coordination services. A YellowTruck Market Advisory Board comprised of community business leaders will provide ongoing guidance and approve the selection of incubator participants.

YellowTruck Market will train and mentor the retail entrepreneurs with the goal of launching their business into a brick-and-mortar establishment at the end of the two-year program. In addition to growing our local entrepreneurs to fill retail spaces throughout our community, the data gathered from the extended hours of YellowTruck Market will be utilized to analyze the profitability of extended retail hours. The hypothesis is that visitors to our community require those extended hours and that they are supported by sales. With substantive data to support our hypothesis, we hope to show and encourage other retailers to also extend their hours of operation.

INTRODUCTION

20% of new businesses fail during the first two years, 45% during the first five years. Only 25% of businesses make it to year 15 (Bureau of Labor Statistics). Failure is largely due to lack of business management skills and understanding daily operational requirements. YellowTruck Market Incubator (YTM) will allow start-ups to determine if a retail business fits their model for expanding operations. YTM will encourage incubator participants to build a professional network within the community including other entrepreneurs, government entities, and providers of business services, allowing the participants to acquire the tools and resources they need to successfully launch and support a business.

In 2020 during Coronavirus quarantine, many people explored their creative and innovative abilities. Whether to fill time or provide income, many found an old hobby to be a potential career. In addition, the closing of many small businesses pushed the public to provide more local support. Etsy, the website for handmade goods, is a great example of reflecting that increase in makers and sales. In the year 2020, sellers and buyers increased tremendously. In fact, the CEO of Etsy, Josh Silverman, said that his team “roughly achieved our 2023 aspirations in 2020.” These makers are the primary target as participants in the YTM incubator, and the shift in support for buying local provides the synergy for the success of the retail space.

1.1. MODEL INCUBATOR

Shop Made In DC is the model that spurred this concept for Brenham. <https://www.shopmadeindc.com/>

1.2. RETAIL INCUBATOR DEFINITION

Many small businesses fail within the first 18 months of starting because they do not have the proper skills or knowledge to operate a business. A business incubator trains entrepreneurs on these skills providing the knowledge and tools needed for success and mentors to support entrepreneurs on their journey. The main purpose of a retail incubator is to provide retail entrepreneurs the proper training, resources, and tools to build their confidence and grow their business during the early and most foundational stages of their business.

Strong retail development has a tremendous impact on economic growth to the surrounding community. This retail incubator is intended to enhance Brenham’s entrepreneurial climate, diversify local economies, and help accelerate growth in regional businesses through the educational sessions that will be offered to incubator participants, but also open to all businesses.

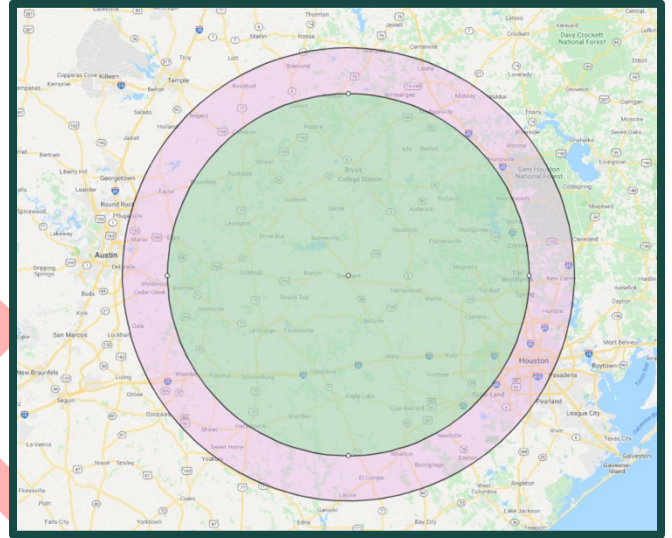
The proposed incubator, YellowTruck Market (YTM), will serve as an opportunity to explore an incubator concept that may later apply to other industries. The incubator will be in Downtown Brenham, a thriving tourist destination centrally located between Houston and Austin. YTM’s success will be measured by the success of the businesses participating in this incubator and will partner with public and private entities to garner the support and guidance entrepreneurs need to succeed, not just during their time at YTM, but after launch.

1.3. STRATEGIC PLANNING ISSUES

This section is devoted to a review of risks and issues that may challenge the success of the incubator. Will there be a plan in place for management assistance (Owner and sponsors) services within the program? Will there be a contract for those assisting with funds and sponsorships?

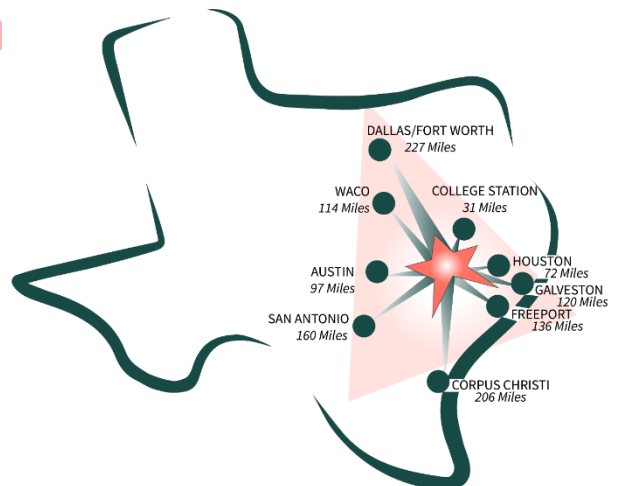
1.3.1. Participants

- **What if we do not receive sufficient applicants to fill the space?** We initially plan to market the opportunity to a 60-mile radius around Brenham as shown in the green circle on the insert map. If that does not garner sufficient applicants, we will expand our search to a 75-mile radius, shown in pink. If that does not fill our applicant pool, we will reevaluate our incubator terms to determine what changes need to be made to create more interest.
- **What if multiple participants leave the program early?** We will accept application(s) continually and keep applications on file for 24-months so that we maintain a pool of applicants to fill openings.
- **How is conflict between participants managed? Who manages?** Primary management of the incubator participant relationships will be co-managed by the Main Street Coordinator and the Owner of Yellow Truck, LLC with input from the advisory committee if escalation of issues warrants intervention.



1.3.2. Location

- **Is this the best location for a retail incubator?** Brenham is a nexus point in the Texas Triangle, consisting of the largest cities in Texas and a 75% concentration of the state's population. Brenham is strategically located between Austin and Houston, making it the **ideal place for growth and continuous opportunity**. With its convenient location to these metro areas, Brenham has become an attractive place for both startup and growing businesses. With a central location, YTM can attract entrepreneurs and business Owners throughout this region. Brenham is a tourism destination because of Blue Bell Creameries, bluebonnets, Historic Downtown Brenham, and regional draws like Washington-on-the-Brazos. People are attracted to Downtown Brenham's charm and authenticity.



Brenham also provides a supportive business infrastructure. Established local banks, Small Business Development Center at Blinn College, Economic Development partners, and businesses willing to mentor budding entrepreneurs all create an environment conducive to business growth.

- ***Is there parking availability?*** In addition to on-street diagonal head-in parking in front of YellowTruck, LLC, and parallel parking along Park Street, there is a city-owned parking lot immediately behind the property at Vulcan and Park providing this location perhaps the best parking accessibility in Downtown Brenham.
- ***Is there sufficient potential customer traffic?*** Brenham is a central location that offers many activities in the area and draws tourism. Within a 20-mile radius of Downtown Brenham, there is an estimated population of 60,000, Blinn College-Brenham Campus has an enrollment of approximately 2,800 students, and a traffic count on US 290 Highway with more than 26,000 vehicles daily. Brenham is 70 miles west of Houston, 90 miles east of Austin and 40 miles south of College Station making Brenham an easy daytrip for shopping and exploring in the area.

1.3.3. Funding

- ***What are the funding requirements for the life of the incubator and how will the funding needs be met?*** An initial infusion of capital from Brenham Community Development Corporation of \$15,000 for Fiscal Year 2022 provides the public sector support to match the capital invested by Yellow Truck, LLC. This \$15,000 will provide rent subsidies for the incubator participants, materials and equipment, and educational programming.
- ***Will this program seek to be self-sustaining from the funding support?*** At this time, we are not planning this incubator to be self-sustaining. However, we may reevaluate this option after the first two-year period. To make the incubator self-sustaining, we would shift to a consignment model. This is not currently an option for the Owner of Yellow Truck, LLC, but as the Yellow Truck business matures, it may be a consideration. A consignment model is the way Shop Made in DC works and is viable as a future plan.

1.3.4. Property Owner

- ***What is the commitment of the Property Owner to the incubator?*** In a 2-year agreement, the YellowTruck LLC Owner commits to providing a Downtown location of retail space at reduced costs, educational meeting space, utilities, and other services to mentor participants through the steps of growing their businesses. The end goal is to help businesses in our area to grow, multiply and thrive.
- ***What is the plan for the incubator if the Property Owner ceases to support the incubator?*** After the initial 2-years, the YellowTruck LLC Owner may terminate this program at any time and each participant will be notified in writing. The YTM team will have 60 days to assist participants and determine their next strategy.

1.3.5. Sponsorship

- ***What is the commitment of Sponsors to the incubator?*** Sponsors will assist in providing equipment, services, and mentorship for the incubator participants. Permission and use of their logo and sponsorship will be allowed on materials and website for the Market. Sponsors will present to participants on business related topics to contribute towards educational components.
- ***What will the sponsors receive?*** Sponsors will receive prominent recognition within the YTM retail space for providing their services to the incubator. They will receive spotlight on the Market website and materials used. Networking opportunities will be presented to connect participants to sponsors who may be future partners or customers.
- ***What is the plan for “filling the gap” left by exit of a Sponsor?*** Gather and build a relationship with a list of prospects that could fill spaces of existing sponsors if they were to exit. A form will be available online for those interested in sponsoring and used to fill in the gaps.

1.3.6. Competition

- ***Are there other programs similar to YTM Incubator in the region?*** There are several business incubators in the surrounding cities such as Houston and Austin. However, our research indicates that there are currently no retail incubators in this region.
- ***Are there other retail stores similar to YTM in the community?*** There are retail businesses located Downtown Brenham but none that focus on incubating the small business owner.
- ***How will YTM be perceived by other retail businesses in Downtown Brenham?*** YTM's goal is to provide products and services that will complement existing Downtown Brenham retail shops. YTM may provide similar styles or product lines but is specifically trying to attract artisans, makers, and unique retail entrepreneurs. Desired products and services will be selected during the application and interview process when selecting participants.

1.5. BENEFITS OF YTM

1.5.1. Downtown Business Data

Brenham is a growing travel and tourism destination, but most retail businesses in Downtown Brenham are only open from Tuesday to Saturday until 5pm. Tourists will be more inclined to stay throughout the weekend or longer, if more shopping and activities are open and available. Limited hours of operation hinders Downtown Brenham from continuous growth by constraining travelers and their length of stay.

The goal is to provide other Downtown businesses real data to highlight the opportunity more operational hours presents. By YTM extending hours and days, data will be collected to encourage other businesses to extend their hours of operation.

1.5.2. Community Education

According to the SBDC, the following are the primary reasons why small businesses fail:

1. Limited Capital – new businesses may not have enough capital to launch or make it to profitability
2. Poor Marketing – not investing in marketing/advertising, usually first to be cut in the budget
3. Failure to Plan – not preparing a business plan, or budget which could lead to unexpected expenditures down the line
4. Sales – not inquiring all costs for a product, materials, labor, shipping, etc. or over charging on products
5. Bookkeeping – have not invested enough time or effort into keeping adequate records to ensure inventory, costs, and finances
6. Location – bad location, not easily accessible, poor signage, or visibility of signage

YTM will invest in local/regional makers to support their success not only in the incubator setting, but after. Educational courses will cater directly to entrepreneurs and business Owners to guide them through their journey to having a brick-and-mortar retail establishment, strong online presence, and/or a wholesale opportunity. The educational opportunities are not limited to YTM participants but will be open to the public for anyone to attend.

1.5.3. Pipeline of Unique Local Retail

Our main goal is that the incubated businesses remain in Brenham after graduation. By accepting applications regionally, we can help fill retail gaps the downtown area is missing. While we cannot avoid all 'competition' with other downtown retailers, our focus will be on unique products that are not currently in the market.

1.6. MARKET ANALYSIS

YTM is searching for: 1) types of businesses not currently in downtown, 2) 'makers' or producers of a unique product that already have a defined online, pop-up, or consignment presence, and/or 3) are a minority-owned business. During the application review and interview process – extra points will be given to those applicants that meet one of the gaps mentioned and the application will be ranked higher.

COMPETITIVE GAPS	
• Stores appealing to:	
▪ Men	
▪ Children	
• Under-represented businesses in Brenham Downtown:	
▪ Minority-owned	
▪ Veteran-owned	
• Makers	
▪ Handmade products	
• Leather goods	
• Knives	
• Wooden crafts	
▪ Foods/Home Goods	
• Jams/jellies/salsas	
• Food mixes/kits	

YELLOW TRUCK MARKET OVERVIEW

2.1. YTM GOALS

The proposed launch date for the application period is July 5th and will last 6 weeks. The retail incubator is set to open October 1, 2021 and attaining 100% occupancy rate during the course is desired. The retail incubator has several proposed goals:

1. Attaining sustainable businesses in Brenham. Help with Brenham job creation while providing services and resources to aid in productive and sustainable businesses through facilitating training in business practices.
2. Fill competitive retail gaps in Downtown Brenham. Identifying the retail needs and gaps that are currently not present in Downtown Brenham such as: minority owned businesses, stores appealing to men, children, and food-oriented products (jams, jellies, bread/soup mixes, beeswax items etc).
3. Growth opportunities for small regional entrepreneurs. Promoting growth within the community and providing upcoming businesses with the tools to launch with possibly direction in filling those vacancies in the historic district.
4. Engaging and networking regional business Owners. Connecting emerging business Owners with other local Owners, possible suppliers and potential partnerships.
5. Provide local resources and establish relationships with municipalities. Establishing a relationship with local institutions and municipalities to utilize the tools and resources to assist with growing and expanding their operations.
6. Educating entrepreneurs to a successful launch. Educational components will be provided to aid in Owners success in to growing into their own space (brick-and-mortar, online store, and/or wholesale).

7. Research and Development to share data with the community. Utilizing the incubator as a catalyst for expanding retail availability in Downtown and presenting collected data and information to local businesses about the benefits running longer/late store hours, to support the growing tourism industry.
8. Main Street Transformation Strategy. Blending the incubator with this strategy to create the authentic, curated, and experiential destination for those coming and living in Brenham.

2.2. OBJECTIVES

COVID quarantine protocols turned many people's hobbies into businesses. Many of these businesses sell products online or at farmers markets, but do not have the resources or confidence to launch a brick-and-mortar business. Therefore, YTM's objective is to provide a bridge for entrepreneurs to work toward building a successful brick-and-mortar business.

Our objective will be accomplished by providing a 2-year retail incubator program, YTM, with ongoing support of graduates.

2.3. MISSION

Facilitate and develop regional retail entrepreneurs and foster economic growth and sustainability in Downtown Brenham.

"The Economic Development and Main Street/Downtown Brenham team, wants to show that small local businesses can launch and thrive in Brenham, Texas."

2.4. VISION

Engage community partners to support regional entrepreneurs and the economic impact of Downtown Brenham by offering diverse merchandise and authentic experiences.

2.4.1. Guiding principles

Emphasize QUALITY as Brenham grows

Be ADAPTABLE by focusing on developing and sustaining a diverse economy

Be AUTHENTIC by continuing to focus on differentiating elements like Downtown Brenham

COLLABORATE by pursuing and maintaining partnerships

MANAGEMENT ROLES

The purpose of the management roles is to define who fills specific roles, and their responsibilities. The proposed management and services for currently enrolled YTM participants will be provided by the following YTM associates or expected to be provided by the participant themselves.

Such as, management expectations should include, the YTM Advisory Board, YT LLC Owner, YTM Team, YTM participants, and YTM sponsors.

Duties shown below.

3.1. YTM ADVISORY BOARD

An advisory board for YTM is comprised of multiple city and industry partners to reflect well rounded representation from the community. The board members are asked to serve for a 3-year term.

The Advisory Board is proposed to comprise of the following:

- . Tiffany Morisak – YellowTruck, LLC Owner
- . Matthew Wehring – Director of Blinn College SBDC
- . Jon Hill – Board Member of Main Street Board and Economic Vitality Committee
- . Wende Ragonis Anderson – President of Washington County Chamber of Commerce
- . Gary Crocker – Board Member of Brenham Community Development Corporation (BCDC)
- . Susan Cates – Director of Economic Development
- . Jennifer Eckermann – Director of Tourism & Marketing
- . Kathrine Briscoe – Main Street Coordinator
- . Erica Alexander Warren – Economic Development Specialist

3.1.1. Advisory Board Duties

The advisory board can expect to meet frequently at the startup of YTM. Thereafter, meetings will be held 1x a month or as needed at a pre-determined location and will be announced one week prior to the scheduled time. In-person meetings should be scheduled for decision making and voting that impacts the incubator.

Lines of communication for organizing notes or scheduling meetings should be through phone or email and directed to the Main Street Coordinator.

The advisory board will act as a supervisory committee for YTM and will be held responsible but not limited to the following:

- **Approving Documents**
 - Business Plan Draft
 - Applications
 - Guidelines
 - Participant Contract
- **Committee Reviews**
 - Reviews of submitted applications
 - Selection of potential participants
 - Selection to replace exited or graduated participants
- **Educational Attendance**
 - Each member should be involved with the educational components
 - Attend 2 or more sessions per year as a representative of the board

4.2. YELLOWTRUCK LLC OWNER

4.2.1. Property Owner

YellowTruck, LLC, a tribute to Tiffany Morisak's late father, is an entity that strives to give back to the local community through thoughtful business ventures, unique business opportunities, and collaborative



community partnerships. The yellow truck behind the logo, Morisak's late father's classic 1972 Chevy C-10, is a reminder of the family's core values of giving more than you take and being a good steward of what you have been entrusted with as YellowTruck grows and evolves.

The businesses under the YellowTruck umbrella have been carefully planned out and each detail has been thought through carefully to provide customers and the community the best experience possible. The goal of YellowTruck is to supply opportunities for individuals and businesses to thrive and succeed and to celebrate life milestones all under one roof.

After learning about Main Street and spending time in different Main Street communities for conferences and training, Tiffany had the idea that retail incubator space was something that could realize success in Downtown Brenham. With the experience and knowledge of different retail models throughout the state, Tiffany feels equipped to partner with key community partners to provide the space and infrastructure for Downtown Brenham's very own retail incubator space.

4.2.1. Owner Responsibilities

- Managing facility
 - Rent payments
 - Building maintenance
 - Property liability insurance
- Public relations personnel
 - YT LLC website & social media
- Incubator space, design, maintenance & costs
 - Retail space layout
- Goals and visions of the incubator

4.2.2. Equipment/Services

- Website
- Social Media
- Equipment

- POS System
- Security System
- Space for YTM participants
- Advertising
- Utilities
- Educational Meeting Space

4.3. YTM TEAM

The team consist of the following:

- Director of Economic Development
- Director of Tourism & Marketing
- Main Street Coordinator
- Economic Development Specialist

4.3.1. YTM Team Responsibilities

The team will provide the following assistance for the YT LLC Owner with the plans and structure of YTM management and operations:

- YTM Business Plan
- Organizing and coordinating the Advisory Board
- Application Template & Instructions – Appendix A
- Program Guidelines – Appendix B
- Participant Contract – Appendix C
- Retail Store Policy & Procedures – Appendix D
 - Schedules
 - Open/close store
 - Who to call – manager on duty
- Create an email proxy to receive applications and sponsor forms
- Acquiring sponsorships to help reduce business Owner costs

4.3.2. YTM Team Equipment/Services

- \$15,000 investment to assist for 1-year with reducing rent of current incubator participants only
 - Will be increased over a series of 6-month increments - *more details in the Funding Plan pages 20-22*
 - Funding for year 2 will be requested at time of BCDC budget
- Acquiring sponsorships to help reduce participants costs

- Educational sessions organized
 - Speaker fees
 - Refreshments
 - Programming
 - Materials
- Assistance in marketing and advertising
- Ensuring scheduling needs are met
 - May purchase an app that will assist in scheduling participants
- Business insurance for mentoring and advising
- May participate with Owner expenses of POS system and security cameras

4.4. YTM PARTICIPANTS

Each participant will be held accountable for their own role within the incubator at YTM.

- Merchandising presentation
- Inventory
- Staffing a minimum of 12 hours each week
- Participate in monthly education sessions
- Maintain their own business website and social media
- Promotional Items
 - Product Signage
 - Info sheets about their products
 - Advertising
- Finances
 - Monthly rent
 - Additional advertising
 - Merchandise/supplies
 - Additional staffing – if needed

4.5. YTM SPONSORS

Sponsors will receive on-site signage, displayed on the website, and will be involved with training sessions pertaining to their sponsorship. Potential sponsors include the following:

- | | |
|--|---|
| ○ Internet – Next Link | ○ Merchandising Consultant – Lisa Wix |
| ○ Business Plan – SBDC | ○ Free Checking – Citizens Bank, Bank of Brenham, or Brenham National |
| ○ Business Consultant – Planify Agency | |

- Signage – Brand It Graphic
- Business Services – Kwik Kopy
- Security Cameras – Hermann Alarms
- Membership – Chamber of Commerce
- Market Website – Faubion Design

OPERATING PLANS

The operating plans are to help ensure the YTM program goals are met and to operate efficiently and effectively.

5.1 APPLICATION PROCESS

5.1.1 Application

Applications will be posted on the Yellow Truck Market webpage on the Yellow Truck, LLC website. Information about how to submit, deadlines for submission, and a copy of the Incubator Participant Agreement will be included on the webpage. The Main Street Coordinator will be listed as the point of contact regarding questions about the application process.

5.1.2 Application Deadlines

The deadline for the first cohort of incubator participants will be August 9, 2021. However, applications are always accepted and will be maintained on file for 24-months to fill openings in the incubator as needed.

5.1.3 Application Evaluation

The incubator Advisory Board is charged with evaluating and selecting incubator participants from the applications received. The Main Street Coordinator and Economic Development Specialist will coordinate to set up interviews and will inform applicants of their selection status within 72-hours of the Advisory Board's decision.

5.1.4. Application points system

A points system will be used as a part of the committee review process when selecting applicants for the retail incubator spaces. The committee should assess the following:

- Industry Type – do operations fit within the competitive gap and to attract locals, tourists, etc.
- Market Segmentation – do they target the desired audience in the gap that will continue to grow and attract over time or are they only a “trend” that may fade quickly
- Minority/Veteran Owned – do businesses fit the retail needs and gaps currently not present such as minority or veteran owned businesses
- Competition – will they compete with existing operations in town
- Cohesive Retail Experience – will the applicants items pair well with each

other when blended throughout the 'Market'

- Ready-to-Eat Food – The Owner of Yellow Truck, LLC desires that the frontmost position of the incubator space be dedicated to a ready-to-eat food producer (baked goods, specialty single-serve snacks, beverages, etc.)

5.2. OPERATING HOURS AND STAFFING

5.2.2. Hours of Operation

11AM - 3PM Sunday

10AM - 6PM Monday - Thursday

10AM - 8PM Friday - Saturday

5.2.1. Staffing

All incubator participants agreed to participate in staffing of the retail space. Each participant will be fully trained in the operation of the store including the point-of-sale system and cash management.

5.3.3. Scheduling

A total of **56 operating hours** will need to be staffed weekly. All participants will be responsible for staffing **12 hours each week**. YTM will be open 7-days a week – see *scheduling chart on page 15*. Holiday hours are to be determined.

- Participants will be in charge of finding their own replacement for any shifts they must miss due to illness or emergency.
 - Participants will be allowed to hire someone to cover their shifts
 - Employees of the incubator participant must be fully trained by the participating business owners prior to working the participant's incubator hours
 - Employees of the incubator participant must be approved by either the Owner of Yellow Truck, LLC or the Main Street Coordinator prior to working the participant's incubator hours
 - Wages for employees of a participant business are the sole responsibility of the incubator participant
- The Main Street Coordinator will ensure shifts are scheduled
 - Will evaluate scheduling apps to utilize and be efficient with time
 - Any open shifts left, the Main Street Coordinator, will ask participants to get them covered

Scheduling Chart																					
	Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Saturday		
	11-3			10-6			10-6			10-6			10-6			10-8			10-8		
# Of Staff Needed	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
10:00																					
11:00																					
12:00																					
1:00																					
2:00																					
3:00																					
4:00																					
5:00																					
6:00																					
7:00																					
8:00																					
	4	4	0	8	0	0	8	0	0	8	4	0	8	4	0	8	5	0	8	5	8
	4 / 8			8			8			8 / 12			8 / 12			14			22		
Total weekly "man" hours: 72 (with 6 participants); 84 (with 7 participants, shown with blue hashes)																					
Each Incubated business responsibility: 12 hours																					

5.3. MARKETING STRATEGY

To promote YellowTruck Market a well-coordinated marketing and branding campaign will be utilized to elevate the mission and goals for the participants.

5.3.1. Branding

Branding for the YTM was established by Owner. The YT brand is to be used on YTM website, advertising, and social media platforms. Incubator participants are authorized to use the YellowTruck logo to encourage cross-marketing between each participant, YellowTruck, LLC and YTM thus solidifying the brand.

5.3.2. Advertising YTM Opportunity

The YTM Incubator will be launched with a press release to announce the upcoming YTM opportunity, highlighting what it is, and the application period.

Announcements will cover a 60-mile radius to target regional entrepreneurs.

- Announcements will take place through multiple channels:
 - Printed copies to be distributed
 - Newspaper/Flyers
 - Online/Websites/Social Media
 - Yellow Truck
 - Eco Dev/Mainstreet
 - Chamber of Commerce
 - Radio/TV

Following the initial launch of YTM, ongoing media coverage will encourage additional applicants and positive media support of the incubator through:

- YellowTruck LLC platforms
 - Main Street Coordinator will have social media access for YellowTruck Market social media
- Brenham | Washington County Economic Development platforms
- Brenham Downtown platforms
- Incubator participant's individual platforms

5.3.3. YTM Website

YTM site will be a page within the YellowTruck, LLC website and should contain:

- Landing page
 - Highlight YTM participants, logo, & brief description of their services/products
 - Link to their business & social media pages
- Other linked pages should include:
 - About YTM section should highlight:
 - What is an incubator & why Brenham
 - How we are promoting YTM
 - How we are recruiting regional businesses
 - How we are assisting the YTM and its participants
 - How to submit an application with a link to the online application
 - Calendar of events/educational courses
 - Participant Class Highlight (class of 2023)
 - Business Success Stories
 - Participant portal – access to their progress
 - Incubator sponsors
 - How to become a sponsor with a form

YTM website maintenance will involve:

- Adding new events
- Educational courses
- Uploading recorded sessions
- Announcements
- Participant portal

Main Street Coordinator and Economic Development Specialist will have access to an email proxy for YTM to handle the following:

- YTM related questions
- Receiving online applications
- Sponsor Forms

5.3.4. Social Media

YTM will have social media outlets such as Facebook and Instagram. YellowTruck, LLC's Owner will have Ownership of the YTM platforms, and access will be granted to the Main Street Coordinator to assist with posts.

5.3.5. Location Advertising/Displays

Exterior Advertising

- Prominent use of the YellowTruck, LLC Logo on the building front
- Front window display. Figure XX – is an example of what the store front windows could showcase (picture provided by TX Historical Commission)
- Door entrance to direct customers to the YTM
- Pedestrian blade signs that will hang down to provide visibility from the sidewalk



Interior Advertising of YTM spaces

- YTM Participant Blade Signs to be provided by the Owner – will hang in the participants general area
 - Possible sponsorship for the vinyl of business name on interior blade signs. *Figure XX – is an example of what a sign could look like (drawing from TX Historical Commission)*
 - Vinyl styles, and color will be pre-determined by Owner to keep the look consistent and legible
- YTM Sponsors will receive prominent recognition within the YTM retail space



EDUCATIONAL OPPORTUNITIES

The retail incubator will utilize required educational opportunities as a key component to enhance the participants knowledge and measure their performance until graduation. Educational opportunities will be open to any local business that wants to participate – for free.

6.1. PRESENTERS

Educational courses will be provided by the following partners:

- SBDC
- Incubator sponsors
- Local business Owners
- Business service providers
- Successful incubator graduates
- Qualified business consultants/trainers

6.2. SESSION DETAILS

6.2.1. Type – In person

Courses are to be held in-person. We will record the sessions, for use as an emergency session make up or as a 'refresher' course for participants.

Recorded sessions are:

- Not to replace the in-person experience
- Will be posted to YouTube or Vimeo with an invitation link provided on request

6.2.2. Time

Sessions will take place during the week (Mon – Thur) after business hours not to interfere with the YTM hours of operations to allow all participants to attend.

Sessions will be under 2 hours in duration allowing time for discussion and networking among participants.

6.2.3. Frequency

Once YTM participants are selected and accept the opportunity, they are required to attend the following courses in person and prior to beginning their venture in the retail space.

- Incubator Orientation
- Merchandising
- POS Training

This training is mandatory for all YTM Participants and does not count towards the monthly educational requirements.

In addition to, participants are required to attend the monthly educational courses.

Participants must attend 10 out of 12 in a 12-month period each year of the program to earn graduation.

When sessions are missed, YTM participants are expected to watch the recordings and complete a post test. See *more information in the attendance section about make-ups.*

6.2.4. Location

Training will be upstairs in the YT Party Loft, unless otherwise noted for a particular session.

6.2.5. Course calendar

There will be a course calendar/calendar of events posted online on the Yellow Trucks site for the YTM. This calendar will include upcoming courses, dates to be held, along with other important details for those wishing to attend.

Email reminders will be sent to the participants, with details for upcoming sessions as they are posted.

6.3. COURSE TOPICS

Below are examples of future course topics.

- Sales & Product Presentation
- Inventory Management
- QuickBooks Basic, Intermediate, Advanced
- Marketing Strategy
- Website & Design
- Social Media 101
- Basic Graphic Design (Canva)
- Business Plan
- Financial Planning
- Business and Sales Tax
- Logistics (Packaging/Shipping)
- Feasibility/Contingency Planning
- People Management
- Supplier Sourcing & Relations
- Exit Strategy
- Merchandise Photography for Online Sales

FUNDING PLAN

7.1. FUNDING NEEDS

Funding needs include but are not limited to:

- Rent subsidy
- Educational programming
- Operations (POS system, security, insurance, TBD other)
- Marketing

7.2. FUNDING SOURCES

7.2.1. Owner

The Owner requires a minimum of \$2,400 monthly from the YTM and retail space

- All bills paid will include space, utilities, and renter's insurance for building
- Owner will provide a POS system
- Owner will provide YellowTruck branded packaging for sold merchandise

7.2.2. Economic Development/Main Street Investment

A \$15,000 investment will go towards only active participants for the first 12 months

- These funds were acquired from BCDC in the annual budget
- Additional funding will be requested for year 2
- Proposed uses of the investment
 - Subsidized rent for active YTM participants
 - Marketing/Advertising
 - Educational Programming
 - Speaker fees
 - Materials
 - Refreshments
 - Incidentals
 - Business Insurance
 - Scheduling App
 - Security Cameras
 - POS System
- Other expenses and future marketing events for the incubator may arise and will be discussed how to share these extra costs among the incubator team and the owner. The YTM team and the YT LLC owner must come into an agreement on extra expenses.

7.2.3. Projected up-front costs for participants

Fixed Expenses

- Monthly rent (includes the following)
 - Retail space (includes common area and maintenance)
 - Utilities
 - Use of YTM POS system (required)
- Additional staffing – if applicable
- Website

Variable Expenses

- Additional advertising
- Merchandise
- Additional merchandising units/lighting
- Supplies
- Promotional pieces

PROPOSED RENT STIPEND					
Below is an example for 1 participant					
MONTHLY RENT COSTS	PARTICIPANT RENT	STIPEND	PAID TO YT LLC	EXTRA RENT	OVERAGE
1	\$200	\$200	\$400	\$0	\$0
2	\$200	\$200	\$400	\$0	\$0
3	\$200	\$200	\$400	\$0	\$0
4	\$200	\$200	\$400	\$0	\$0
5	\$200	\$200	\$400	\$0	\$0
6	\$200	\$200	\$400	\$0	\$0
7	\$300	\$100	\$400	\$0	\$0
8	\$300	\$100	\$400	\$0	\$0
9	\$300	\$100	\$400	\$0	\$0
10	\$300	\$100	\$400	\$0	\$0
11	\$300	\$100	\$400	\$0	\$0
12	\$300	\$100	\$400	\$0	\$0
13	\$450	\$0	\$400	\$50	-\$50
14	\$450	\$0	\$400	\$50	-\$50
15	\$450	\$0	\$400	\$50	-\$50
16	\$450	\$0	\$400	\$50	-\$50
17	\$450	\$0	\$400	\$50	-\$50
18	\$450	\$0	\$400	\$50	-\$50
19	\$600	\$0	\$400	\$200	-\$200
20	\$600	\$0	\$400	\$200	-\$200
21	\$600	\$0	\$400	\$200	-\$200
22	\$600	\$0	\$400	\$200	-\$200
23	\$600	\$0	\$400	\$200	-\$200
24	\$600	\$0	\$400	\$200	-\$200
TOTALS	1 PARTICIPANT	\$1,800			-\$1,500
	6 PARTICIPANTS	\$10,800			-\$9,000
	7 PARTICIPANTS	\$12,600			-\$10,500

PERFORMANCE MEASURES

The objective of establishing benchmarks for the retail incubator is to demonstrate the effectiveness of the program in the Brenham-Washington County area. We will establish desired outcomes for participants and goals to establish program success.

Since incubators require investments of time and money, it is important to track progress, the outcomes, and the business impact of the retail incubator in the community. The benchmarks will show the data needed when presenting to existing businesses the results of extending hours of operation.

Benchmarks provide insight for future investments from participants and forecast next steps for their business.

8.1. OCCUPANCY MEASURES

YTM is to maintain full occupancy of 6 participants – 100% full

- The incubator should never have (2) spaces vacant at any given time
- Graduate (4) companies every 2 years

8.2. PERFORMANCE TRACKER

This tool will be used in tracking overall success and determine desirable characteristics the retail incubator brings to Brenham. This information will assist in providing data to other existing businesses and provide a starting point for continuing the next incubator class at YTM.

- The following table reflects data to be collected by the Economic Development Specialist, at 6 month increments over 2 years

PERFORMANCE MEASURES TRACKER					
Participant Data					
MEASUREMENT	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	TOTALS
Number of Employees (Include Owner/ Participant)					
Capital Investments					
Salaries Paid					
Revenues Earned – Sunday Hours					
Revenues Earned – after 5 p.m.					
Brick-and-mortar transition					
Online presence (New or Improved)					
Remained in Brenham- Washington County after graduation					

- The Similar data will be gathered for graduates of the incubator on an annual basis

8.3. PARTICIPANT BENCHMARKS

The below charts shows determined benchmarks in 6 month increments that the YTM participants should have completed prior to Graduation.

PARTICIPANT BENCHMARKS				
BENCHMARKS	6 MO.	12 MO.	18 MO.	24 MO.
Rent Increase	\$100	\$150	\$150	
Educational Requirements (5 attended every 6 months)	5	5	5	5
Finance Management System	X			
Business Plan		X		
Graduation/Launch Plan			X	

8.4. INCUBATOR EXIT

8.4.1 Exit Strategy for Active Participants

Selected YTM participants agree to a 2-year program. If a participant requests an 'Early Exit' from YTM, they are required to submit a written 30-day notice, and to maintain their incubator duties, schedules, and space allotment for the remainder of the 30 days.

Participants may exit the program in the following ways:

- **Graduating exit** – would include those that go through the entire length of the 2-year program – meeting all specified requirements
- **Early-launch exit** – for those that become successful in the incubator prior to graduation and are ready to launch early on in the program
- **Early exit** – for those that realize they will not be able to successfully maintain the business they had in mind and after consulting with the YTM Teams may request to exit the program

8.4.2. Exit Strategies for YellowTruck, LLC Owner and YTM Team

An initial 2-year agreement for the retail space of the incubator program will be executed between owner of YellowTruck, LLC and the YTM Team. Thereafter, the agreement may be extended by agreement of both parties every 12 months. If either party decides not to extend the agreement, 90-day notice must be provided to the other party.

Additional provisions to terminate either the incubator agreement or the retail incubator:

- If participation falls below five active participants for longer than 60 days, and there are no applications to fill the vacancies, the Owner may give a 90-day notice to the YTM Team to dissolve the incubator agreement. If this is the case, the YTM team may either locate an alternative space to house the incubator or modify the participant agreement to

provide continued support to the remaining participants for the balance of their 2-year participation agreement.

- If funding is no longer approved by BCDC in their annual budget, the YTM Team will make every effort to secure alternate funding revenues. However, if the funding cannot be sourced, the YTM Team will provide the Owner a 90-day notice for the retail incubator space and continue to meet the agreed upon financial obligation for the 90-day notice period. 60-day notice will be provided to incubator participants and YTM team will modify the participant agreement to provide ongoing support and resources that do not include the financial commitment.
- If for any reason the incubator concept is not deemed successful, the YTM Team will assist the Owner in determining options to fill that retail space with another business opportunity.
- If the owner of YellowTruck LLC decides not to extend the incubator agreement (according to the terms of the agreement) yet the YTM Team agrees that the incubator is a successful program, the YTM Team will attempt to locate alternative space to house the incubator. Once a new space is acquired the Team will rebrand the incubator as the owner of YellowTruck LLC owns all rights to the YellowTruck brand. However, if alternative space is not available, the incubator will be dissolved with modifications to the participant agreement to provide ongoing support and resources to participants.

8.5. POST GRADUATION

YTM participants who complete 2 years in the program to graduate from the incubator will receive continued support.

- Graduates mentor future incubator participants
- Continued access to participate in educational offerings at the incubator
- The team will provide a graduation gift – *break down in Funding Plan* **page 22**
 - Portion of the rent paid returned to the graduate
- Website Highlight
 - Class of 2023
 - Business success stories
- Pop-up Merchandise Opportunities
 - Set up a one-week display in the incubator
 - Twice per year



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discussion and Update on October, 2021 City Council Meeting Dates

Meeting Type: Regular Meeting-August 19, 2021

Department: Administration

Staff Contact: James Fisher

Classification: Work Session

SUMMARY STATEMENT:

Due to the majority of the City Council members attending the Texas Municipal League's Annual Conference, October 6-8, the City Council will hold their October 2021 meetings on Thursday, October 14 and Thursday, October 21.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

No action - discussion only.



Regular City Council
AGENDA ITEM 8.

Agenda Item: Public Hearing, Discussion and Possibly Act Upon an Ordinance on Its First Reading Amending to the City of Brenham's Code of Ordinances, Appendix A: Zoning, Part II, Division 2, Section 3.03 – Specific Uses to Allow an Automobile (Car) Wash as a Specific Use in the B-1, Local Business Residential Mixed-Use Zoning District

Meeting Type: Regular Meeting-August 19, 2021

Department: Development Services

Staff Contact: Stephanie Doland

Classification: Public Hearing

SUMMARY STATEMENT:

This is a Zoning Ordinance Amendment to allow the use of a Automobile (Car) Wash as a Specific Use on all property zoned B-1, Local Business Residential/Mixed Use District. Please find the attached Staff Report to the Planning and Zoning Commission for additional details concerning this text amendment.

The Planning and Zoning Commission and City Staff recommend approval of this amendment.

ATTACHMENTS:

- (1) Car Wash Ordinance Amending Appendix A - Zoning
- (2) Staff Report to the Planning and Zoning Commission

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Ordinance on its first reading amending to the City of Brenham's Code of Ordinances, Appendix A: Zoning, Part II, Division 2, Section 3.03 – Specific Uses: to allow an Automobile (Car) Wash as a specific use in the B-1, Local Business Residential Mixed-Use Zoning District.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A – “ZONING”, OF THE CODE OF ORDINANCES BY AMENDING PART I, SEC 5.02 – DEFINITIONS TO AMEND THE DEFINITION AUTOMOBILE (CAR) WASH AND AMENDING PART II, DIVISION 2, SECTION 3.03, SPECIFIC USES TO ALLOW THE USE OF AN AUTOMOBILE (CAR) WASH AS A SPECIFIC USE IN THE B-1, LOCAL BUSINESS/RESIDENTIAL MIXED USE DISTRICT; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brenham has requested that Appendix A – “Zoning” of the Code of Ordinances be amended; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Brenham, Texas have published notice and conducted public hearings regarding the request to amend Appendix A – “Zoning” of the Code of Ordinances; and

WHEREAS, all persons desiring to comment on the proposal were given full and complete opportunity to be heard; and

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission during the special meeting held on August 9, 2021; and

WHEREAS, the City Council deems it appropriate to approve the requested amendments to Appendix A – “Zoning” of the Code of Ordinances;

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

SECTION 1.

That Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas Part I, Section 5.02, Definitions, is hereby amended by revising the existing definition for Automobile (car) wash to read as follows:

Automobile (car) wash: A building or portion thereof containing facilities for coin-operated (or other payment options), self-service washing of automobiles. This may include production line methods with chain/belt conveyor, soap, wax, rinsing agents, blower/dryer, steam cleaning device, or other mechanical devices.

SECTION 2.

Appendix A – Zoning, Part II, Division 2, Section 3.03 of the Code of Ordinances of the City of Brenham, Texas, is hereby amended to read as follows:

(Section 3.03) Specific Uses:

- (1) Automobile service stations, including quick-lubes and windshield repair shops.
- (2) Automobile (car) wash.
- (3) Automobile detail shop.
- (4) Any extension or enlargement of floor area occupied by a legally existing nonconforming use, provided that said enlargement does not include an increase in the land area that is occupied at the time of the effective date of this ordinance.
- (5) Educational institutions (private):
 - (a) Licensed kindergartens/nursery schools.
 - (b) Accredited elementary and secondary schools.
 - (c) Colleges and universities.
 - (d) Business and trade schools.
- (6) Hospitals, acute or chronic care or nursing and convalescent homes or medical clinics and assisted living facilities.
- (7) Open (outdoor) display or storage of retail merchandise as an accessory use to uses permitted in the B-1 District.
- (8) Private clubs on a site of three (3) acres or more.
- (9) Radio broadcasting towers and stations.
- (10) Retirement villages with site areas of two (2) acres or more.
- (11) Shopping centers, retail stores, general sales and services on a site of three (3) acres or more.

SECTION 3.

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 4.

Should any section, subsection, sentence or clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences, clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 5.

This Ordinance shall become effective upon adoption and publication as required by law.

PASSED and **APPROVED** on its first reading this the __ day of ____, 2021.

PASSED and **APPROVED** on its second reading this the __ day of ____, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



CASE NUMBER P-21-018

TEXT AMENDMENT – Automobile (Car) Wash in the B-1 Zoning District

REQUEST:

The City of Brenham initiated this request to amend the City of Brenham's Code of Ordinances, Appendix A – Zoning, Part II, Division 2, Section 3 – B-1, Local Business/Residential Mixed Use District to allow by Specific Use Permit the use of an Automobile (Car) Wash.

BACKGROUND:

In 1996, Ordinance O-96-018 was adopted that included amended definitions for an Automobile (car wash) and an Automobile Detail Shop.

- Automobile (car) wash: A building or portion thereof containing facilities for coin operated, self-service washing of automobiles. This may include the production line methods with chain conveyor, bower, steam cleaning device, or other mechanical devices.
- Automobile Detail Shop: A facility which provides for the cleaning, polishing, and waxing of automobiles.

Ordinance O-96-018 also supplemented Automobile detail shops as a permitted use (Section 3.02) in the B-1 District, but stayed silent on automatic car washes. Automobile (car) washes are listed as a permitted use in the B-2, Commercial Research and Technology District (Section 4.02(3)(b)).

On Thursday, June 3rd, Staff met with Todd Felder and Tyson Felder, the new property owners of 1413 W Main. The Felders were interested in redeveloping the property with an automatic car wash and were advised that the proposed use was not permitted within the zoning district. The subject matter of expanding the B-1 zoning district to allow car washes by Specific Use Permit was then discussed as a workshop item by the Planning and Zoning Commission on June 28, 2021 and City Council on July 1st. Following direction by both the Commission and the City Council staff was directed to prepare a text amendment to allow car washes by Specific Use Permit in the B-1 District.

PROPOSED AMENDMENT: (Additions are shown in red, existing ordinance shown in black.)

Appendix A – Zoning, Part II, Division 2, Section 3 – B-1, Local Business/Residential Mixed Use District

(Section 3.03) *Specific Uses:*

- (1) Automobile service stations, including quick-lubes and windshield repair shops.
- (2) Automobile (car) wash.
- (3) Automobile detail shop.
- (4) Any extension or enlargement of floor area occupied by a legally existing nonconforming use, provided that said enlargement does not include an increase in the land area that is occupied at the time of the effective date of this ordinance.
- (5) Educational institutions (private):
 - (a) Licensed kindergartens/nursery schools.
 - (b) Accredited elementary and secondary schools.
 - (c) Colleges and universities.

- (d) Business and trade schools.
- (6) Hospitals, acute or chronic care or nursing and convalescent homes or medical clinics, and assisted living facilities.
- (7) Open (outdoor) display or storage of retail merchandise as an accessory use to uses permitted in the B-1 District.
- (8) Private clubs on a site of three (3) acres or more.
- (9) Radio broadcasting towers and stations.
- (10) Retirement villages with site areas of two (2) acres or more.
- (11) Shopping centers, retail stores, general sales and services on a site of three (3) acres or more.

ANALYSIS:

The B-1 zoning district is located throughout Brenham and is primarily located along corridors leading to Downtown, including but not limited to Main Street, S Day Street, N Park Street and S Market Street (north of the Stone Street intersection). The B-1 district allows for a variety of uses including single-family residential, multiple-family housing, office, retail and restaurant uses. The City of Brenham Comprehensive Plan *Historic Past, Bold Future: Plan 2040* shows most of the B-1 corridors as an area where additional attention should be given to re-development and infill development to ensure compatibility between uses in terms of building scale, placement and appearance. Additionally, the plan includes Guiding Principle number 1 which states, “Brenham will emphasize quality as it grows, ensuring growth is managed in a way that adds value to the City, while also strengthening existing neighborhoods and commercial areas.”

Staff finds that allowing an automobile (car) wash use within the B-1 zoning district by Specific Use Permit will permit additional properties to develop or redevelop along key corridors in Brenham. Furthermore, the Specific Use Permit approval process will allow additional review, consideration, and conditions of approval if a car wash is proposed adjacent to non-conforming uses such as a single-family residence. Approval of a Specific Use Permit requires submittal of a site plan for review and approval by the Planning and Zoning Commission and City Council. Upon submission of a Specific Use Permit application for a car wash within the B-1 district, staff will review the application and site plan to determine adjacent land uses, proposed screening and buffer yards, building setbacks and height, and any potential adverse impacts to adjacent uses in terms of odor, noise, or lighting. Following staff’s review of the submitted plan a formal recommendation will be made to determine if the proposed use is compatible with adjacent land uses and the Comprehensive Plan. Prior to consideration by the Planning and Zoning Commission and City Council citizens within 200 feet will be mailed notifications of the proposed Specific Use Permit and will have an opportunity to provide feedback during the public hearing portion of the meetings. Staff finds that the City’s adopted development regulations including but not limited to required setbacks, buffer yards, landscaping, and screening, will maintain property values, protect community character and mitigate against incompatible development or re-development within the B-1, Local Business/Residential Mixed Use District. Furthermore, any additional conditions necessary to mitigate incompatible land uses may be added at the time of approval of a Specific Use Permit.

PUBLIC COMMENTS:

During the June 28th Planning and Zoning Commission meeting and the July 1st City Council meeting no comments were made by citizens. The Notice of Public Hearing for the proposed amendment was published in the Brenham Banner newspaper on July 27, 2021. Any written citizen feedback received will be provided prior to the Public Hearing portion of the Planning and Zoning Commission meeting.

STAFF RECOMMENDATION:

Staff recommends **approval** of an ordinance to add the use of an Automobile (Car) Wash as a Specific Use in the B-1, Local Business/Residential Mixed Use District.



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon Ordinance No. O-21-016 on Its Second Reading Amending Chapter 13, Reserved, of the Code of Ordinances of the City of Brenham, Texas to Provide for the Historical Preservation, Protection and Enhancement of Districts and Landmarks of Historical and Cultural Importance and Significance

Meeting Type: Regular Meeting-August 19, 2021

Department: Main Street

Staff Contact: Jennifer Eckermann

Classification: Regular

SUMMARY STATEMENT:

Following conversations with several Council members, staff is recommending several changes to the Historic Preservation Ordinance from what was approved on the at the July 15 meeting.

The revisions include:

1. Add a definition to clarify that the word 'day' as used in the Ordinance means a calendar day, not a business day.
2. Allow Downtown Historic District property owners to vote on two of the property owner positions appointed by Council to the Historic Preservation Board.
3. Clarification that the guidelines and standards adopted by the Ordinance for approval of a Certificate of Appropriateness 'shall not' apply to the interiors of buildings and Structures.
4. A Section is added requiring the the Ordinance be reviewed within five years for recommended revisions.

An attachment includes wording for each of these proposed revisions and staff is recommending approval of all of these changes.

ATTACHMENTS:

- (1) Proposed Revisions
- (2) Ordinance No. O-21-016
- (3) HPO Downtown District Design Guidelines

RELEVANCE TO COMPREHENSIVE PLAN:

Plan 2040 includes Strategic Action Priorities for the City to focus on implementing over the next 20 years. Multiple priorities were adopted in relation to preserving the City's Historic Downtown District, state and nationally recognized landmarks and historic homes within the City.

RECOMMENDED ACTION:

Approve Ordinance No. O-21-016 on its second reading, with the revisions as recommended by staff, amending Chapter 13, Reserved, of the Code of Ordinances of the City of Brenham, Texas to provide for the Historical Preservation, Protection and Enhancement of Districts and Landmarks of Historical and Cultural Importance and Significance

**PROPOSED ADDITIONAL REVISIONS TO
SECOND READING OF HISTORICAL PRESERVATION ORDINANCE**

- I. Add a definition to clarify that the word “day” as used in the Ordinance means a calendar day, not a business day.**

Definitions:

(f) **Day:** A calendar day. In computing the number of days for purposes of this Ordinance, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

- II. Amend Section 13-4(a) and (c) provide for the nomination of two (2) Historic Preservation Board members by the property owners in the Downtown Historic Preservation District for appointment by the City Council.**

Sec. 13-4. Historic Preservation Board.

There is hereby created a Board to be known as the Brenham Historic Preservation Board, hereinafter sometimes referred to as the “Board,” which shall be charged with the responsibility of assuring that the integrity of designated Historic Landmarks and properties within Historic Districts are protected. The members of this Board shall be subject to all requirements and provisions applicable to all board or committee members as may be established by the City Council, except to the extent such requirements and provisions are in conflict with any provision of this Ordinance.

(a) The Board shall be composed of seven (7) voting members appointed by City Council, and a minimum of four (4) Board members shall be property owners within a Historic District, or an owner of a Historic Landmark. Two (2) of the Board members who are property owners within a Historic District shall be owners of property located within the Brenham Downtown Historic District (“Brenham Downtown Historic District Board Members”), and said two (2) Brenham Downtown Historic District Board Members must be nominated by a vote of the owners of property within the Brenham Downtown Historic District for appointment by the City Council. Each owner of property within the Brenham Downtown Historic District shall have the opportunity to vote for two (2) property owners to serve as Brenham Downtown Historic District Board Members, and the two (2) persons receiving the highest number of votes for the Board positions shall be nominated for appointment by the City Council. The nomination vote shall be administered by the Historic Preservation Officer, and must be completed no later than November 1 of the year in which the term of a Brenham Downtown Historic District Board Member position is expiring. In the event that the property owners in the Brenham Downtown Historic District fail

to timely nominate a person to a Brenham Downtown Historic District Board Member position, the City Council shall appoint a person who is an owner of property located within the Brenham Downtown Historic District to said position. Other members of the Board who are not property owners within a Historic District, or an owner of a Historic Landmark, should be appointed, to the extent possible, from the following categories: architect with historic preservation experience; planner; design professional; historian; licensed real estate broker; attorney; or member of a historic preservation society. A vacancy on the Board occurring prior to the expiration of a Board member's term, no matter the cause for the vacancy, shall be filled by appointment by the City Council.

...

(c) Board members shall serve for staggered terms of three (3) years. For the initial Board, the two (2) Brenham Downtown Historic District Board Members that are nominated by a vote of the owners of property within the Brenham Downtown Historic District for appointment by the City Council shall serve full terms of three (3) years. The nomination process for the two (2) Brenham Downtown Historic District Board Members that are nominated by a vote of the owners of property within the Brenham Downtown Historic District for appointment by the City Council to serve on the initial Board shall be conducted substantially in the same manner as set forth in Section 13-4(a) of this Ordinance, and said nomination process shall be completed as soon as practicable after the effective date of this Ordinance. For the other five (5) Board members, the Historic Preservation Officer shall draw lots to establish the staggered terms with four (4) of the initial Board members serving 2-year terms and one (1) initial Board member serving a full 3-year term. Board membership shall be limited to two (2) full consecutive terms, with a minimum one (1) year absence from the Board before consideration for reappointment.

III. Amend Section 13-8 to clearly state that the guidelines and standards adopted by the HPO shall not apply to the interiors of buildings and Structures.

Sec. 13-8. Criteria for approval of a Certificate of Appropriateness.

In considering an application for a Certificate of Appropriateness or Administrative Certificate of Appropriateness, the Board or Historic Preservation Officer shall be guided by any adopted design guidelines, and the following from *The Secretary of the Interior's Standards for Rehabilitation of Historic Buildings*. Any adopted guidelines and the *Secretary of the Interior's Standards* shall be made available to the public through the office of the Historic Preservation Officer and on the City's website.

The guidelines and standards adopted by this Ordinance shall not apply to the design, construction, and aesthetics of the interiors of buildings and Structures.

- IV. Add a Section requiring that the HPO be reviewed within five (5) years for recommended revisions.**

SECTION 3.

REVIEW OF HISTORIC PRESERVATION ORDINANCE

Within five (5) years after the final adoption of this Ordinance, the City Council, or a subcommittee of the City Council, shall review this Ordinance to determine whether any provision of this Ordinance should be recommended for revision. The failure of the City Council, or subcommittee of the City Council, to review this Ordinance as provided in this section shall not affect the validity of this Ordinance, or any provision hereof.

ORDINANCE NO. O-21-016

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 13, RESERVED, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS; PROVIDING FOR THE PRESERVATION, PROTECTION AND ENHANCEMENT OF PLACES, AREAS, DISTRICTS AND LANDMARKS OF HISTORICAL, CULTURAL OR ARCHITECTURAL IMPORTANCE AND SIGNIFICANCE, AND ASSOCIATED MATTERS; PROVIDING FOR THE ADOPTION OF DESIGN GUIDELINES FOR THE BRENHAM DOWNTOWN HISTORIC DISTRICT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETINGS

WHEREAS, Section 211.001 et seq. of the Texas Local Government Code authorizes the City Council to protect and preserve places and areas of historical, cultural or architectural importance and significance; and

WHEREAS, Section 211.001 et seq. of the Texas Local Government Code authorizes the City Council to regulate and restrict the construction, reconstruction, alteration, or razing of buildings or other structures to maintain and protect heritage and property values in designated places and areas of historical, cultural or architectural importance and significance; and

WHEREAS, Section 214.001 et seq. of the Texas Local Government Code, authorizes the governing body of a municipality to, by ordinance, require the vacation, relocation of occupants, securing, repair, removal, or demolition of a building dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare based on minimum standards established for the continued use and occupancy of all buildings regardless of the date of their construction; and

WHEREAS, Section 214.00111 of the Texas Local Government Code provides additional authority to preserve substandard buildings as historic property to a municipality that is designated as a certified local government by the state historic preservation officer as provided by 16 U.S.C.A. Section 470 et seq.; and

WHEREAS, the City Council of the City of Brenham finds that the protection, preservation and enhancement of its historically and culturally significant places, areas and structures are important elements of the economic, educational, and cultural welfare of the City of Brenham; and

WHEREAS, the City Council finds historically and architecturally significant structures within a historically and architecturally significant area should be maintained in a manner that promotes the area and serves as a stimulus to the economic viability of the structure and the area; and

WHEREAS, the City Council finds that the preservation of the historic, architectural, and cultural features will stabilize property values, and promote harmonious, orderly, and efficient growth of the places and areas protected by this Ordinance; and

WHEREAS, the City Council finds that the enhancement of the area and its structures is in the best interest of the general welfare of the City of Brenham;

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

SECTION 1.

Chapter 13, Reserved, of the Code of Ordinances of the City of Brenham, Texas is hereby amended in its entirety to read as follows:

Sec. 13-1. Short Title and Purpose.

This Ordinance shall be known and may be cited as the “Historic Preservation Ordinance.” The City Council of the City of Brenham, Texas, hereby declares that as a matter of public policy the protection, enhancement and perpetuation of districts and landmarks of historical and cultural importance and significance are necessary to promote the economic, cultural, educational, and general welfare of the public. It is recognized that the historic districts and landmarks within the City of Brenham represent the unique confluence of time and place that shaped the identity of generations of citizens, collectively and individually, and produced significant historic, architectural, and cultural resources that constitute their heritage; and, therefore, this Ordinance is intended to:

- (a) Protect and enhance the districts and landmarks which represent distinctive elements of the City of Brenham’s historic, architectural, and cultural heritage;
- (b) Foster civic pride in the accomplishments of the past and to promote the use of historic landmarks for the culture, prosperity, education and general welfare of the people of the City of Brenham;
- (c) Protect and enhance the City of Brenham’s attractiveness to the community and its visitors, and thereby support and promote business, commerce, and industry, bringing economic benefit to the City and its citizenry;
- (d) Foster and encourage preservation, restoration and rehabilitation of properties within the historic districts and landmarks within the City, thereby preventing future blight;
- (e) Stabilize and improve the values of such properties;
- (f) Provide a review process for the continued preservation and appropriate development of the City’s historic resources;
- (g) Balance the rights of the public which justify preservation of the community’s history and culture, with those of private property owners who own and control property, and are entitled to the reasonable use and return from their assets;
- (h) Provide assistance to property owners and tenants as well as civic organizations concerned with historic preservation; and

- (i) Provide assistance to interested property owners with regard to preservation and renovation projects, e.g. tax incentives, low interest loans, design, construction, and pre-inspection consultations.

Sec. 13-2. Definitions.

Words, phrases and terms not defined herein nor defined in the City of Brenham Zoning Ordinance shall be given their usual and customary meanings except where the context clearly indicates a different meaning.

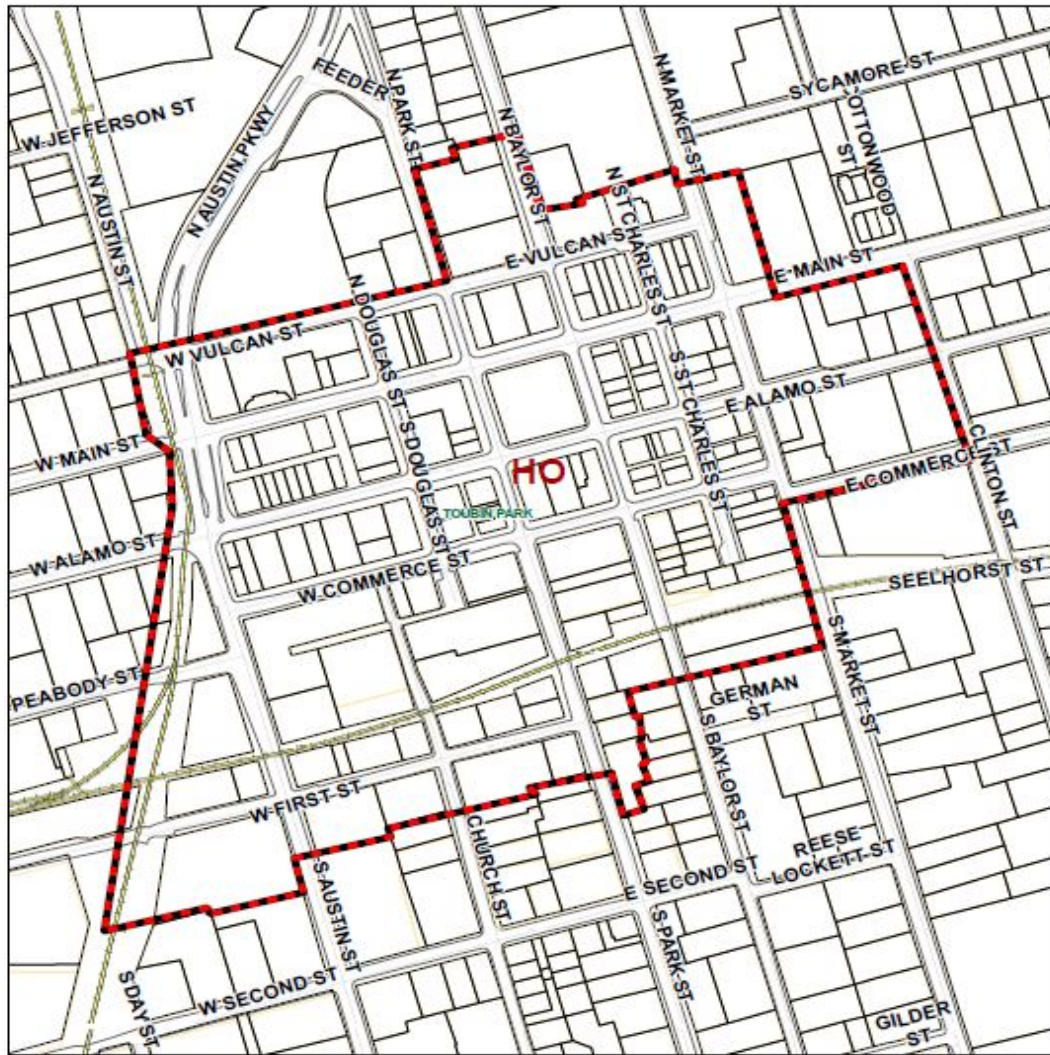
- (a) **Administrative Certificate of Appropriateness:** A document evidencing the approval of the Historic Preservation Officer, signed and dated by him or her, for Insignificant Alterations as such term is defined herein.
- (b) **Appurtenance:** Features that define the design of a building, Structure or property including but not limited to porches, railings, columns, shutters, steps, fences, attic vents, sidewalks, driveways, garages, carports, outbuildings, gazebos, and arbors.
- (c) **Board:** The Brenham Historic Preservation Board.
- (d) **Certificate of Appropriateness (COA):** A document evidencing the approval of the Historic Preservation Board, signed and dated by the chairperson of the Board or the Historic Preservation Officer, as applicable, for the addition, installation, construction, alteration, change, Restoration, removal, or Demolition of any Exterior Architectural Feature, resource or other significant Appurtenance of any Historic Landmark or of any building or Structure located within a Historic District, to be issued in cases further defined in this Ordinance where approval for the same is required.
- (e) **City:** The City of Brenham, Texas.
- (f) **Demolition:** An act or process that destroys, dismantles or tears down, in part or in whole, a Landmark, or a building or Structure within a Historic District.
- (g) **Demolition by Neglect:** A situation in which a property owner allows, or is allowing, in part or in whole, a Historic Landmark, or building or Structure within a Historic District, to suffer severe deterioration beyond, or potentially beyond, the point of repair or Rehabilitation.
- (h) **Design Guidelines for Brenham Downtown Historic Overlay District:** The design guidelines for the Downtown Historic District Overlay District adopted in accordance with and as provided for by this Ordinance.
- (i) **District, Historic Overlay District, or Historic District:** An area that: 1) possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects that are united historically or aesthetically by plan or physical development; and 2) is designated as a District, Historic Overlay District or Historic District pursuant to the applicable provisions of this Ordinance.
- (j) **Exterior Architectural Features:** The architectural style, design, general arrangement and components of all of the outer surfaces of a Structure, as distinguished from the interior surfaces, including but not limited to the kind, color and texture of the building material and the type and style of all windows, doors, lights and other fixtures of the Structure.
- (k) **Historic Preservation Officer:** The person who is appointed by the City Manager of the City of Brenham to administer the provisions of this Ordinance, or his or her designee.

- (l) **Insignificant Alteration:** Minor changes to the appearance of Exterior Architectural Features of a Structure which: 1) do not require a building permit; and 2) are reviewed and approved by the Historic Preservation Officer in compliance with Section 7 of this Ordinance.
- (m) **Landmark:** Refers to any individual Structure or Site that: 1) is significant for historical, architectural, engineering, archeological, or cultural reasons; and 2) is designated as a Landmark pursuant to the applicable provisions of this Ordinance.
- (n) **Ordinance:** This Historic Preservation Ordinance.
- (o) **Ordinary Repairs and Maintenance:** Any work, the sole purpose and effect of which is to correct or prevent deterioration, decay or damage, including repair of damage caused by storm, fire or other disaster, and which does not result in a change in the existing appearance or materials of a Structure or property. Examples of this type of work are further described in Section 7 of this Ordinance.
- (p) **Overlay Zone:** A set of zoning requirements that is adopted and described in the City of Brenham's Code of Ordinances, mapped, and is imposed in addition to those of the underlying zoning district. Development and improvements within the overlay zone must conform to the requirements of both zones, or the more restrictive of the two in the case of any conflict between the requirements.
- (q) **Preservation:** The act or process of applying measures to sustain the existing form, integrity, and material of a Structure, and the existing form of a Site.
- (r) **Rehabilitation:** The act or process of returning a Structure or property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions or features of the Structure or property which are significant to its historical, architectural, and cultural values.
- (s) **Restoration:** The act or process of accurately recovering the form and details of a Structure or property and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacement of missing earlier work.
- (t) **Significant Alteration:** Additions or changes to any part of the exterior of a Structure that require a building permit; represents new construction or is added as material to an existing feature of a Structure, as well as changes that alter design, architectural elements or character of a Structure.
- (u) **Site:** The location of a significant event, historic occupation or activity, or a Structure, whether standing, ruined, or vanished, where the location itself possesses historical, cultural, or archeological value regardless of the purely economic value of any existing Structure.
- (v) **Sign Standards:** The applicable requirements and guidelines as are established in the City of Brenham Sign Ordinance, as may be amended from time to time.
- (w) **Structure:** Any man-made building or object constructed or erected upon real property.

Sec. 13-3. Historic Preservation Overlay Districts.

The Brenham Downtown Historic District (the "Downtown Overlay District") is hereby adopted and the boundaries, as described herein below, shall be designated with an "HO" on the official zoning map and Historic Overlay District map of the City of Brenham.

After the effective date of the original enactment of this Historic Preservation Ordinance, additional areas designated as Historic Preservation Overlay Districts in compliance with the provisions hereof shall be delineated with an “HO” on the official zoning map and Historic Overlay District map of the City of Brenham. Said Historic Preservation Overlay Districts are also sometimes referred to herein as Historic Districts or Districts.



Downtown Historic Overlay District Map Containing 49.412 Acres

Sec. 13-4. Historic Preservation Board.

There is hereby created a Board to be known as the Brenham Historic Preservation Board, hereinafter sometimes referred to as the “Board,” which shall be charged with the responsibility of assuring that the integrity of designated Historic Landmarks and properties within Historic Districts are protected. The members of this Board shall be subject to all requirements and provisions applicable to all board or committee members as may be established by the City Council.

- (a) The Board shall be composed of seven (7) voting members appointed by City Council, and a minimum of four (4) Board members shall be property owners within a Historic District, or an owner of a Historic Landmark. Other members should be appointed, to the extent possible, from the following categories: architect with historic preservation experience; planner; design professional; historian; licensed real estate broker; attorney; or member of a historic preservation society.
- (b) All Board members shall have a known and demonstrated interest, competence, or knowledge of historic preservation within the City, or in general.
- (c) Board members shall serve for staggered terms of three (3) years. For the initial Board members, the Historic Preservation Officer shall draw lots to establish the staggered terms with four (4) of the initial Board members serving 2-year terms and the remainder serving a full 3-year term. Board membership shall be limited to two (2) full consecutive terms, with a minimum one (1) year absence from the Board before consideration for reappointment.
- (d) The Chair and Vice-Chair of the Board shall be elected by and from the members of the Board and shall serve as said officers for a term of one (1) year.
- (e) The Board shall meet monthly if business is at hand. Special meetings may be called at any time as requested by the Historic Preservation Officer. All meetings shall be held in conformance with the Texas Open Meetings Act.
- (f) A quorum shall consist of not less than four (4) members.
- (g) The Board shall:
 - 1. Establish criteria for the identification of historic, architectural and cultural Landmarks.
 - 2. Recommend conferral of recognition upon the owners of Landmarks or within Districts by means of certificates, plaques or markers.
 - 3. Increase public awareness of the value of historic, cultural and architectural preservation by encouraging and participating in public education programs developed by the Historic Preservation Officer.
 - 4. Make recommendations to the City Council concerning the utilization of local, state, federal or private funds to promote the preservation of Landmarks and Historic Districts within the City.
 - 5. Grant or deny Certificates of Appropriateness for Significant Alterations in accordance with Sections 8 and 9 of this Ordinance.
 - 6. Adopt specific design guidelines for the review of new Landmarks and new Districts to ensure compatibility within the District.
 - 7. Prepare and submit to the City Council an annual report on the state of historic preservation in the City, a summary of activities for the past year and a proposed program for the next year.
 - 8. Perform any other such activities necessary to achieve the goals of this Ordinance, and other duties as assigned by the City Council.
 - 9. Review and make comments to the Texas Historical Commission concerning the nomination of properties within its jurisdiction to the National Register of Historic Places;
 - 10. Monitor and report to the Texas Historical Commission any actions affecting any county courthouse, Recorded Texas Historic Landmark, State Antiquities Landmark, National Register property, and any locally designated landmark.

Sec. 13-5. Historic Preservation Officer

The City Manager shall appoint a qualified City staff person to serve as the Historic Preservation Officer (“HPO”). The HPO shall administer and enforce the terms of this Ordinance as provided herein and advise the Board, as an ex-officio member, on matters submitted to it.

The HPO shall review Certificate of Appropriateness Applications for Insignificant Alterations and grant or deny the application.

As the City of Brenham liaison to the Board, the HPO will ensure proper posting and noticing of all Board meetings, schedule applications for Board review; provide information packets to its members prior to the meetings, record meeting minutes and facilitate Board meetings.

In addition to serving as liaison to the Board, the HPO will maintain an inventory of significant historic, architectural and cultural Landmarks and Historic Districts within the City.

The HPO is responsible for coordinating the City’s preservation activities with those of state and federal agencies and with local, state and national nonprofit preservation organizations.

Sec. 13-6. Designation of Historic Landmarks or Historic Districts

(a) Historic Districts

Historic District zoning designation. Designation of a Historic District will be considered by City Council if requested by at least sixty percent (60%) of property owners (one vote per property) within the proposed district and upon recommendation by the Historic Preservation Board and Planning and Zoning Commission. Such districts shall bear the words “Historic Overlay” (“HO”) in their zoning designation. Such designation and the requirements thereof shall be in addition to any other zoning district designation or requirement established in the City’s zoning ordinance and in this Ordinance.

(b) Historic Landmarks

Historic landmark designation. Individual historic sites may be designated only upon the request of the property owner. Pursuant to Texas Local Government Code Section 211.0165(e), the City shall allow the property owner to withdraw the designation request/consent at any time during the Historic Landmark designation process. Following an owner’s application, the Historic Preservation Board shall make a recommendation for or against such designation to the City Council which may designate certain buildings, sites, structures and objects as Historic Landmarks. Each such property or Resource shall bear the words “Historic Landmark” (“HL”) in its zoning designation. Such designation shall indicate that such property/Resource is subject to the terms of this Ordinance. Provided, however, with regard to site plans, uses, setback and other development and/or building regulations, such property shall be governed by its zoning district.

(c) Criteria

1. *Historic District criteria.* In making the designation of an area as a historic district, the City Council shall affirmatively find that the area has one or more of the following characteristics:
 - a. Possesses significance in history, architecture, archeology and/or culture.
 - b. Is associated with events that made a significant contribution to the broad patterns of local, regional, state and /or national history.
 - c. Is associated with the lives of persons significant in our past.
 - d. Embodies the distinctive characteristic of a type, period and/or method of construction.
 - e. Represents the work of a master designer, builder and/or craftsman;
 - f. Represents an established and familiar visual of the City.
2. *Historic Landmark criteria.* In making the designation of a place as a historic landmark, the City Council shall follow the criteria set forth in the historic district criteria subsection of this section as the same relate to an individual property, part of a property or Resource thereof.

(d) Applications for Designation of Historic District or Historic Landmark

1. Applications to designate or change the boundaries of a historic district or to designate a historic landmark must include:
 - a. A legal description of the boundaries of the district or site on which the historic landmark is located;
 - b. A photograph or photographs of each contributing building, structure, site, area or land;
 - c. A description of all buildings, structure, site, area or land showing the condition, color, and architectural style of each and:
 1. Date of construction, if known;
 2. Builder or architect, if known;
 3. Chain of uses and ownership;
 4. Building materials;
 5. Construction technique; and
 6. Summary of recognition of state or national government including reason designated, if applicable.
 - d. A statement of reasons for recommending designation or changes to the historic district or designation of the historic landmark, including a list of contributing buildings, structures, sites, areas or lands of importance and a description of the particular importance of each contributing building, structure, site, area or land;
 - e. Findings supporting designation of or change to the historic district or designation of the historic landmark according to the criteria in this section and indicating the particular importance or value of the historic district or the historic landmark; and
 - f. Signature of applicant. Eligible applicants are: property owner [or 60 percent of owners (one vote per property) in a proposed historic district of more than one property]; Historic Preservation Board (historic district only); or Historic Preservation Officer (historic district only).

2. The Board shall conduct a public hearing on the proposed historic district or historic landmark. At least fifteen (15) days prior to the date of the Board's hearing concerning a proposed Historic Landmark designation, the City must provide the property owner a statement that describes the impact that the Historic Landmark designation of the owner's property may have on the owner and the owner's property. The Historic Landmark designation impact statement must include a list of the: (1) regulations that may be applied to any structure on the property after the designation; (2) procedures for the designation; (3) tax benefits that may be applied to the property after the designation; and (4) rehabilitation or repair programs that the City offers, if any, for a property designated as a Historic Landmark. The property owner may, in the property owner's written application for the designation of a Historic Landmark, waive the right to require the City to provide the Historic Landmark designation impact statement to the property owner.
3. At the Board's public hearing, owners, interested parties, and technical experts may present testimony or documentary evidence which will become part of the record regarding the historic, architectural, or cultural importance of the proposed historic district or historic landmark. The Board shall prepare a recommendation on the proposed change stating its findings and evaluation within thirty-two (32) days subsequent to the hearing on the proposed designation.

Sec. 13-7. Certificate of Appropriateness.

- (a) Ordinary Repairs and Maintenance as defined above does not require a Certificate of Appropriateness.

Ordinary Repairs and Maintenance include, but are not limited to:

1. Painting an already painted surface the same color;
2. Repair of architectural features using the same materials;
3. New roof, if not seen from public right-of-way;
4. Cleaning a Structure with low-to-mid pressure power washing;
5. Replacement of mechanical equipment; and
6. Replacement of foundation work, chimney work, or similar if no change in appearance occurs.

- (b) Any person performing Significant Alterations must first obtain a Certificate of Appropriateness from the Board.

Significant Alterations include, but are not limited to:

1. Work requiring a building permit to meet construction requirements in accordance with adopted codes and ordinances, unless otherwise specified herein;
2. Work that represents new construction and is added as material to an existing feature of a building;

3. Changes that alter design, architectural elements or character of a building; and
 4. Moving or demolition of a Landmark or property within a Historic District visible from the public right-of-way.
- (c) **New construction in Historic Districts.** The Historic Preservation Officer, or the Board, if requested by the applicant, will review all new construction plans within Historic Districts in order to ensure the exterior architectural features visually complement the surrounding buildings and environment in relation to design, height, scale, and setback.
- (d) Provided the application sought to be approved qualifies as an Insignificant Alteration, an Administrative Certificate of Appropriateness may be issued by the Historic Preservation Officer as an administrative matter without review by the Board. Any appeal of the decision shall be considered by the Board.

Insignificant Alterations include, but are not limited to:

1. Changes to exterior paint colors on previously painted surfaces;
2. Replacement of a non-historic door with one in keeping with the character and era in which the building was built;
3. Removal of non-historic features such as burglar bars, awnings, shutters;
4. Removal on non-historic siding to expose historic siding;
5. Elements attached to the exterior of any building or structure, including door hardware, hinges, mailboxes, and light fixtures; and
6. Minor modifications to an existing Certificate of Appropriateness that, after modification, still meets the intent of the original approval.
7. Repainting or refurbishing a “mural,” as defined in the City’s Sign Ordinance.

Sec. 13-8. Criteria for approval of a Certificate of Appropriateness.

In considering an application for a Certificate of Appropriateness or Administrative Certificate of Appropriateness, the Board or Historic Preservation Officer shall be guided by any adopted design guidelines, and the following from *The Secretary of the Interior’s Standards for Rehabilitation of Historic Buildings*. Any adopted guidelines and the *Secretary of the Interior’s Standards* shall be made available to the public through the office of the Historic Preservation Officer and on the City’s website.

The guidelines and standards adopted by this Ordinance are not intended to apply to the design, construction, and aesthetics of the interiors of buildings and Structures.

- (a) Every reasonable effort shall be made to adapt the property in a manner which requires minimal alteration of the building, structure, object, or site and its environment.
- (b) The distinguishing original qualities or character of a historic building, structure, object, or Historic Property of any kind and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

- (c) All buildings, structures, objects and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
- (d) Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, object, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
- (e) Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, object or site shall be retained wherever possible.
- (f) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should reflect the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplication of features, substantiated by historical, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
- (g) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
- (h) Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any project.
- (i) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.
- (j) Whenever possible, new additions or alterations to buildings, structures, objects, or sites shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the building, structure, object, or site would be unimpaired.

Sec. 13-9. Certificate of Appropriateness application procedures.

- (a) Prior to the commencement of any work requiring a Certificate of Appropriateness, the owner or the owner's representative shall file an application and supporting materials for such certificate, and one (1) complete copy of the application and supporting materials, with the Historic Preservation Officer, who shall forward one (1) copy of the application and supporting materials to the City's Building Official or designee.

The property owner or the owner's representative shall consult with the Historic Preservation Officer prior to submission of the application with regard to the applicable standards and guidelines for the property.

- (b) The application shall contain all of the following information and items (except where otherwise noted):
 - 1. Name and signature of applicant and property owner.
 - 2. Mailing address, phone number and email address of applicant and address, phone number and email address of property owner.

3. The location and photographs of the existing conditions of the property and adjacent properties.
 4. A detailed description of the nature of the proposed work.
 5. Samples of materials to be used, including paint color chips that will be used.
 6. Evidence of historic authenticity (photographs). (Significant Alterations only)
 7. Site plan and exterior elevations (Significant Alterations only)
- (c) The Board shall review the application at a regularly scheduled, or specially called meeting within thirty-five (35) days from the date that the application was received. The Board may hold any additional meetings needed within sixty (60) days of the application. Should the Board not act within the 60-day period, the Certificate of Appropriateness shall be deemed automatically approved.
- (d) If the Historic Preservation Officer determines that the application is for an Insignificant Alteration, he/she may, within fourteen (14) days, approve the application. *The Secretary of the Interior's Standards for Rehabilitation* will be used in assessing the application.
- (e) All decisions of the Board and Historic Preservation Officer shall be in writing. Decisions shall state findings pertaining to the approval, denial, or modification of the application. A copy shall be sent to the applicant, and a copy attached to the building permit for public inspection.
- (f) A certificate will expire twelve (12) months after its issuance but will continue as long as work is not discontinued for a period of twelve (12) months, in which a case a new certificate is required. In the event a certificate expires and is discontinued, the HPO is authorized to administratively approve a new certificate having identical terms and provisions as the original certificate.
- (g) Certificates of Appropriateness may be issued for distinct and separate phases of an ongoing project.

Sec. 13-10. Building permit required

No person shall carry out any significant exterior alteration, restoration, reconstruction, new construction or moving of a Landmark or property within a Historic District without first obtaining a building permit from the City of Brenham Development Services Department.

Sec. 13-11. Demolition.

- (a) A permit for the demolition of a Historic Landmark or property within a Historic District, including secondary buildings, shall not be granted by the City's Building Official without the review of a completed application and issuance of a Certificate of Appropriateness for demolition by the Board.
- (b) The Board shall hold a public hearing on each application within sixty (60) days from the date the application is received by the City of Brenham Development Services Department. Following the hearing, a 60-day stay of demolition is required. The Board has thirty (30) days in which to prepare a written recommendation to the Chief Building Official. In the event that the Board does not act within one hundred twenty (120) days of the receipt of the application, a permit shall be granted.

- (c) The City of Brenham retains all of the rights and remedies to obtain damages for demolition of Historic Property set forth in Texas Local Government Code Section 315.006, as may be amended from time to time, and in accordance with additional rights as may be available in law or equity.
- (d) Nothing herein shall be construed to impair, limit or suspend the emergency powers of the City of Brenham and its officials pertaining to demolition of structures in cases of emergency, such as calamity or natural disasters.

Sec. 13-12. Demolition by Neglect.

- (a) No owner or person with an interest in real property designated as a Landmark or included within a Historic District shall permit the property to fall into a serious state of disrepair so as to result in the deterioration of any exterior architectural feature which would, in the judgment of the Board, produce a detrimental effect upon the character of the Historic District as a whole, or the life and character of the property itself. It is the intent of this Ordinance to preserve from deliberate or inadvertent neglect the exterior features of the buildings and structures so designated or included within the District and the interior portions thereof, when such maintenance is necessary to prevent deterioration and decay of the exterior.
- (b) All historical buildings or structures shall be preserved against decay and deterioration and free from structural defects through prompt corrections of any of the following defects:
 - (1) Facades which may fall and injure persons or property;
 - (2) Deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, deteriorated walls or other vertical structural supports;
 - (3) Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration;
 - (4) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations, or floors, including broken windows or doors;
 - (5) Defective or insufficient weather protection for exterior wall covering, including lack of paint or weathering due to lack of paint or other protective covering;
 - (6) Any fault or defect in the building or structure which renders it not properly watertight or structurally unsafe; and
 - (7) Deterioration of any feature as to create a hazardous condition, which could lead to the claim that demolition is necessary for public safety.

Sec. 13-13. Economic Hardship

- (a) After receiving written notification from the Board of the denial of a Certificate of Appropriateness, an applicant may commence the hardship process. No building permit or demolition permit shall be issued unless the Board makes a finding that hardship exists.
- (b) When a claim of economic hardship is made due to the effect of this Ordinance, the owner must prove that:
 - 1. The property is incapable of earning a reasonable return, regardless of whether that return represents the most profitable return possible;

2. The property cannot be adapted for any other use, whether by the current owner or by a purchaser, which would result in a reasonable return; and
 3. Efforts to find a purchaser interested in acquiring the property and preserving it have failed.
- (c) The applicant shall consult in good faith with the Board, local preservation groups and interested parties in a diligent effort to seek an alternative that will result in preservation of the property. Such efforts must be shown to the Board.
- (d) The Board shall hold a public hearing on the hardship application and notify all property owners within the applicable historic district or those within 200 feet of a landmark at which an opportunity will be provided for proponents and opponents of the application to present their views.
- (e) All decisions of the Board shall be in writing. A copy shall be sent to the applicant by certified mail and a copy filed with the City Secretary's office for public inspection. The Board's decision shall state the reasons for granting or denying the hardship application.

Sec. 13-14. Enforcement.

All work performed pursuant to a Certificate of Appropriateness issued under this Ordinance shall conform to any requirements included therein. The City's Historic Preservation Officer may inspect periodically any such work to assure compliance with the Certificate of Appropriateness. In the event work is found that is not being performed in accordance with the Certificate of Appropriateness, the Historic Preservation Officer shall issue a stop work order to the contractor and property owner, and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect. Work may be reinstated, however, upon assurance that compliance will henceforth exist. Irrespective of the provisions in this Ordinance, the City's Building Official or designee may inspect properties to ensure compliance with building regulations, as necessary.

Sec. 13-15. Appeals.

Any person aggrieved by a decision of the Board relating to Economic Hardship or a Certificate of Appropriateness may, within thirty (30) days of receipt of the written decision, file a written application with the City Council, through the office of the City Secretary, for review of the decision and the approval, denial, modification of, or deviation from, the Board's decision. The appeal application shall be set before the City Council at the first available City Council meeting. The City Council shall issue a final decision on all appeals from the Board within sixty (60) days of receiving the appeal. The City Council's decision shall be final.

Sec. 13-16. Tax Incentives

The purpose of this section is to encourage historic preservation by providing tax incentives for the renovation and rehabilitation of properties which are located within a historic district or designated as historic landmarks.

(a) Criteria

In accordance with Section 11.24 of the Texas Tax Code, the owner of a building and/or structure may apply to the City Council for a tax exemption if the following criteria are met:

- (1) The building and/or structure is designated as a historic landmark or located within a historic district; and
- (2) The site has been designated as a local historically significant site in need of tax relief to encourage its preservation; and
- (3) The building and/or structure has been substantially rehabilitated and/or restored as authorized by the Brenham Historic Preservation Board; and
- (4) The building and/or structure is maintained in compliance with all applicable City codes and regulations.

(b) Available Tax Incentives

The period of tax exemption for a building or structure shall run concurrently. Property owners with more than one historic landmark or structure within a historic district may be eligible for multiple exemptions. Eligible properties that meet the criteria established herein shall be entitled to the following municipal tax incentives:

- (1) The increase in appraised value caused directly by eligible improvements completed pursuant to a Certificate of Appropriateness shall not be added to the appraised tax value of the building or structure for municipal tax purposes for a period of three (3) years when the property owner(s) expend \$5,000.00 - \$25,000.00 on eligible improvements;
- (2) The increase in appraised value caused directly by eligible improvements completed pursuant to a Certificate of Appropriateness shall not be added to the appraised tax value of the building or structure for municipal tax purposes for a period of five (5) years when the property owner(s) expend \$25,000.01 - \$50,000.00 on eligible improvements; or
- (3) The increase in appraised value caused directly by eligible improvements completed pursuant to a Certificate of Appropriateness shall not be added to the appraised tax value of the building or structure for municipal tax purposes for a period of seven (7) years when the property owner(s) expend more than \$50,000.00 on eligible improvements

(c) Eligible Improvements

Eligible improvements shall consist of all improvements and work performed on a building or structure, classified as historic landmark or located within a historic district and thereby considered to be a local historically significant site as contemplated by Section 11.24 of the Texas Tax Code, which are completed pursuant to a valid Certificate of Appropriateness.

(d) Application for Tax Incentive

An Application for Tax Incentive shall be filed with the Historic Preservation Board. In the event the Application for Tax Incentive is received and the Board deems the improvements to qualify as eligible improvements under the terms set forth herein, the Historic Preservation Board shall approve the Application for Tax Incentive and forward the Application to the City Council with a recommendation for final approval. The Application for Tax Incentive may be processed concurrently with the application for a Certificate of Appropriateness. Each application shall be signed by the owner(s) of the property and shall include the following:

- (1) The legal description and address of the property;
- (2) Proof of ownership of the property;

- (3) A written statement of the owner describing the historic, cultural, architectural or archeological significance of the structure in need of municipal tax relief to encourage its preservation; and
- (4) Proof that the taxes on the property are not delinquent; and
- (5) A statement of costs for the project that must be validated upon conclusion of the project by the City Building Inspector.

(e) City Council Review

Upon the approval of an Application for Tax Incentive by the Brenham Historic Preservation Board, the City Council shall consider the Application to determine its compliance with the requisites stated herein. In the event the Application is deemed in compliance, the owner(s) of the property shall be entitled to the tax incentive. The tax exemption applies only to City property taxes and not to taxes assessed by or payable to any other taxing units. The property owner(s) will be responsible for obtaining a copy of the documentation, certified by the City Secretary, evidencing the City Council's approval of the Application and submitting that information to the Washington County Appraisal District for processing. Further, in order to receive the tax exemption, the property owner(s) shall be responsible for timely filing an application for tax exemption each year with the Washington County Appraisal District in accordance with the applicable provisions of the Texas Tax Code. The tax exemption runs with the property notwithstanding any change in ownership, provided the property owner(s) comply with the applicable provisions of this Ordinance and the Texas Tax Code.

Sec. 13-17. Penalties.

Failure to comply with any of the provisions of this Ordinance shall be deemed a violation, and the violator shall be liable for a misdemeanor charge and be subject to fine not to exceed \$100.00, and each day that such violation continues shall constitute a separate offense and shall be punishable accordingly. Notwithstanding the preceding sentence, the City may bring a civil action to enjoin any violation of the terms of this Ordinance or an action for mandatory injunction to remove any previous violation hereof.

SECTION 2.

BREHAM DOWNTOWN HISTORIC DISTRICT DESIGN GUIDELINES

The "Design Guidelines for the Brenham Downtown Historic District," attached hereto as Exhibit "A" and incorporated herein for all pertinent purposes, are hereby adopted as the design guidelines governing the maintenance and improvement of structures located in the Brenham Downtown Historic District. The "Design Guidelines for the Brenham Downtown Historic District" shall not be codified in the Code of the Ordinances, City of Brenham, Texas, but may only be amended, altered or repealed by an ordinance adopted by the Brenham City Council.

SECTION 3.

SAVINGS CLAUSE

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

**SECTION 4.
SEVERABILITY**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

**SECTION 5.
REPEALER**

Any other ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

**SECTION 6.
EFFECTIVE DATE**

This Ordinance shall become effective upon adoption and publication as required by law.

**SECTION 7.
PROPER NOTICE AND MEETINGS**

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

PASSED and APPROVED on its first reading this the 15th day of July 2021.

PASSED and APPROVED on its second reading this the 19th day of August 2021.

Adonna Saunders
Councilmember

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Design Guidelines

for the

**Brenham Downtown
Historic District**

Brenham, Texas

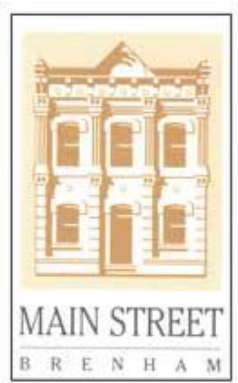


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Introduction

These Guidelines are a mechanism for the maintenance and improvements to the site and buildings of the Brenham Downtown Historic District. It is not the intention of the Guidelines to restrict the use and appearance of each property but rather to preserve the historic character and integrity of the buildings and district through the use of appropriate limits of change. The document is intended to guide the property owner and Historic Preservation Board in making appropriate decisions about maintenance and improvement of the historic structures and surrounding property.

These Guidelines shall be used in conjunction with and shall not supercede the following Codes and Standards:

- All applicable local building codes
- *The Secretary of the Interior's Standards for the Treatment of Historic Properties*
- *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings.*
- State of Texas Historic Preservation Ordinances
- Local Historic Preservation Ordinances

A local tax incentive program is available for major renovation projects. There is also an Incentive Grant Reimbursement Program for exterior finishes and signage. More information is available at the Main Street office at (979) 337-7384.

Many of Brenham historic downtown structures are contributing resources to the Brenham Downtown Historic District listed on the National Register of Historic Places in 2004. In order to be considered contributing, properties must exhibit the applicable National Register criteria:

- Property is associated with events that have made a significant contribution to the broad patterns of our history.
- Property is associated with the lives of persons significant in our past.
- Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic value, or represents a significant and distinguishable entity whose components lack individual distinction.
- Property has yielded, or is likely to yield, information important in prehistory or history.

Properties that have been altered or destroyed since their designation may not be considered as a contributor and will lose eligibility for grants and incentives. A copy of the National Register Application may be viewed at the Main Street office at City Hall.

Properties that are currently listed are eligible for tax incentives. For more information, contact the Texas Historical Commission.

Purpose

The purpose of these Guidelines is to preserve the historic character and integrity of the Brenham Downtown Historic District established in 2004. The structures in the district should be preserved in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties and The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings.

The intent of which is to identify, retain, and preserve “the form and detailing of those architectural materials and features that are important in defining the historic character.” It is expected that the property owner will protect and maintain materials and features that are historically significant, repair when character-defining materials warrant additional work, and replace features with new materials where the level of deterioration or damage precludes repair.

This document may be used to guide both the maintenance and improvement of the historic structures. Each of the historically significant features and materials of the structures is outlined in the Guidelines. In conjunction with *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings*, these Guidelines provide specific direction for the replacement of damaged or deteriorated features and other improvements, which are necessary updates for contemporary use and are consistent with the historic character of the original structures.

The Secretary of the Interior's Standards for Preservation

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

<https://www.nps.gov/tps/standards.htm>

The Secretary of the Interior's Standards for Rehabilitation

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

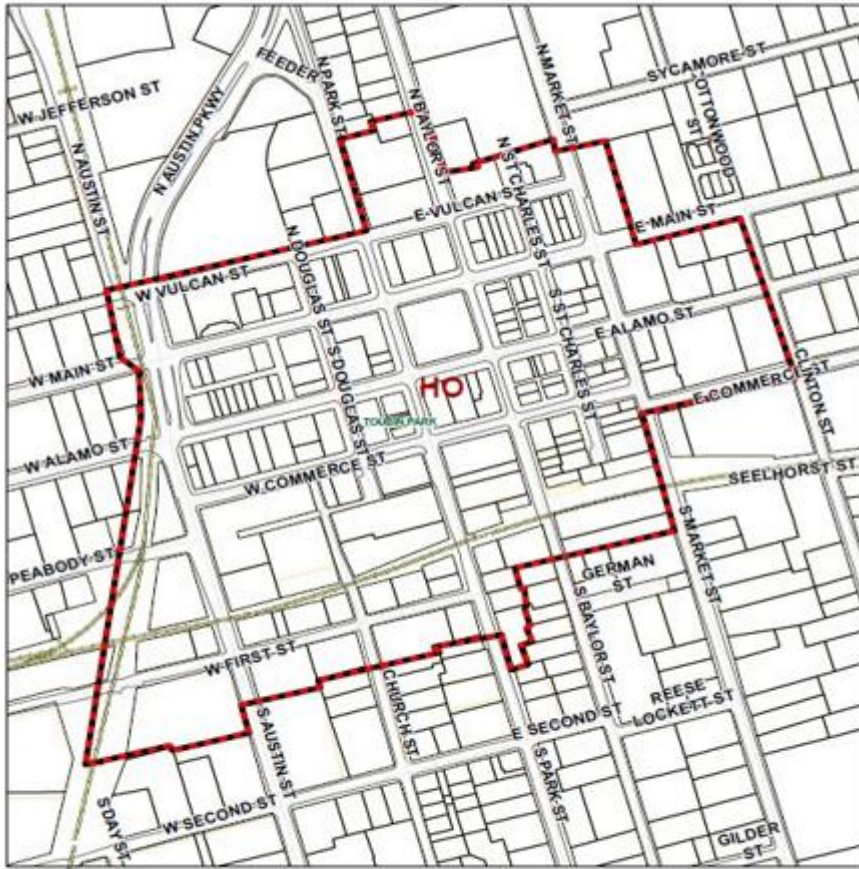
1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

<https://www.nps.gov/tps/standards/rehabilitation/rehab/stand.htm>

Planning for Preservation and Rehabilitation

1. Inspect the existing condition of the structure. Note features and materials that need maintenance or repair. Determine the priorities for work. It is recommended that structural components and integrity of the exterior envelope (roof, walls, windows, doors) be given priority for work prior to proceeding with other repairs or alterations.
2. Confirm features and materials that are character defining and contribute to the historic qualities of the property.
3. Consider the requirements and options to achieve the functional, structural, and aesthetic alterations and additions desired. Choose the options which best preserve the historic character of the property.
4. Confirm applicable codes and standards for the proposed scope of work. Verify impact of codes and standards on the intent of the alterations and consistency with preservation of the historic character of the property.
5. Contact local and state historic preservation offices for further assistance with project compliance.
Local: Main Street Brenham (979) 337-7384
State: Texas Historical Commission (512) 463-6100
Website: www.thc.texas.gov
Email: thc@thc.texas.gov
6. Proceed to develop a plan for project construction in accordance with these Guidelines.

Map of the HPO Overlay District



Downtown Historic Overlay District Map Containing 49.412 Acres

Building Exterior – Masonry

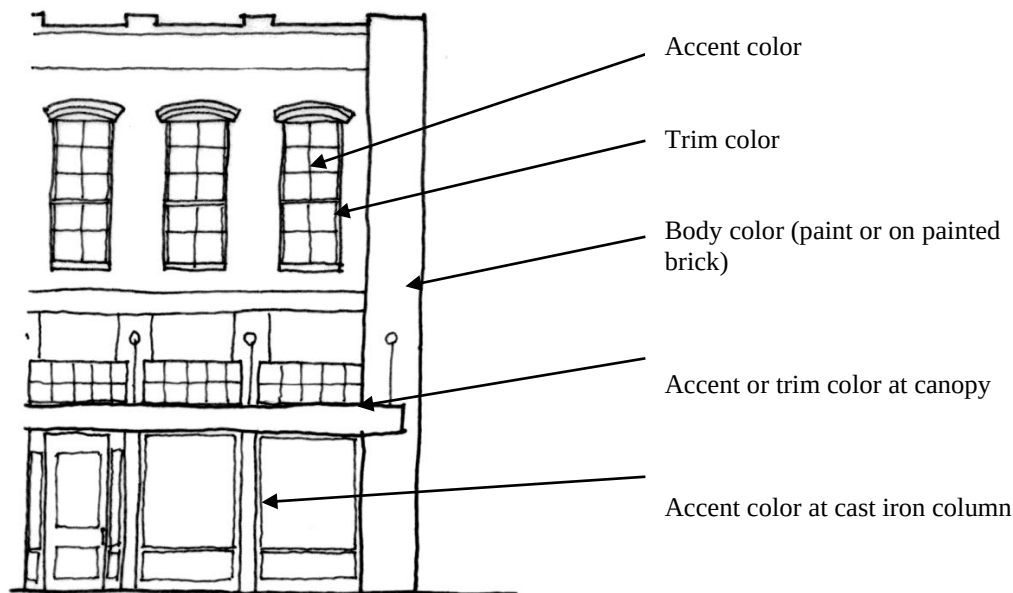
- Existing, unpainted masonry surfaces shall not be painted without receiving a Certificate of Appropriateness.
- Existing masonry surfaces shall be maintained. Damaged materials, when removed, shall be replaced with materials that are the same as or, if approved by the Historic Preservation Officer, similar to the existing masonry.
- Existing concrete surfaces shall be maintained. Damaged materials, when removed, shall be patched and repaired such that the coloration and texture is consistent with the existing concrete.
- Existing, unpainted concrete steps, walls, and floors at the exterior may not be painted without receiving a Certificate of Appropriateness.
- Proper maintenance of exterior masonry surfaces includes:
 - Cleaning with the gentlest method possible to remove dirt and other deleterious materials from the affected surfaces.
 - Ensuring that all surfaces drain properly such that water does not accumulate on any of the surfaces.
- Masonry shall be repointed if necessary. Repointing is the repair of cracks or damaged mortar joints and is considered a significant alteration, requiring an Administrative Certificate of Appropriateness. The new mortar shall be consistent with the original mortar in type, strength, and coloration. In addition, the joint type and thickness should not be modified.

Building Exterior – Wood

- Existing wood surfaces shall be maintained. Damaged materials, when removed, shall be selectively replaced with wood siding and trim that maintain the dimensional, texture, and detail characteristics of the existing materials.
- Proper maintenance of exterior wood surfaces includes:
 - Cleaning surfaces with the gentlest method possible to remove dirt and other deleterious materials from the affected surfaces.
 - Ensuring that all surfaces drain properly such that water does not accumulate on any of the surfaces.
 - Frequently inspecting painted wood surfaces to ensure that the paint will protect the wood from the elements.
- Wood siding and trim may not be replaced or concealed by synthetic wood surfaces such as:
 - Vinyl siding and trim
 - Aluminum siding and trim
 - Cementitious siding and trim

Building Exterior - Paint

- Existing painted surfaces may contain lead. Prior to undertaking any necessary paint removal, refer to the National Park Services *Health and Safety Considerations* for more information.
- Existing painted surfaces shall be maintained. Damaged or deteriorating paint may be removed using the gentlest methods possible. Refer to *Health and Safety Considerations* for more information on paint removal.
- Original masonry surfaces shall be maintained and not painted, unless severe deterioration of the brick or stone can be shown to require painting. If color or texture of replacement brick or stone cannot be matched with existing, painting may be an appropriate treatment.
- Proper maintenance of exterior painted surfaces includes:
 - Cleaning with the gentlest method possible to remove dirt and other deleterious materials from the affected surfaces.
 - Ensuring that all surfaces drain properly such that water does not accumulate on any of the surfaces.
 - Frequently inspecting painted wood surfaces to ensure that the paint will protect the wood from the elements.



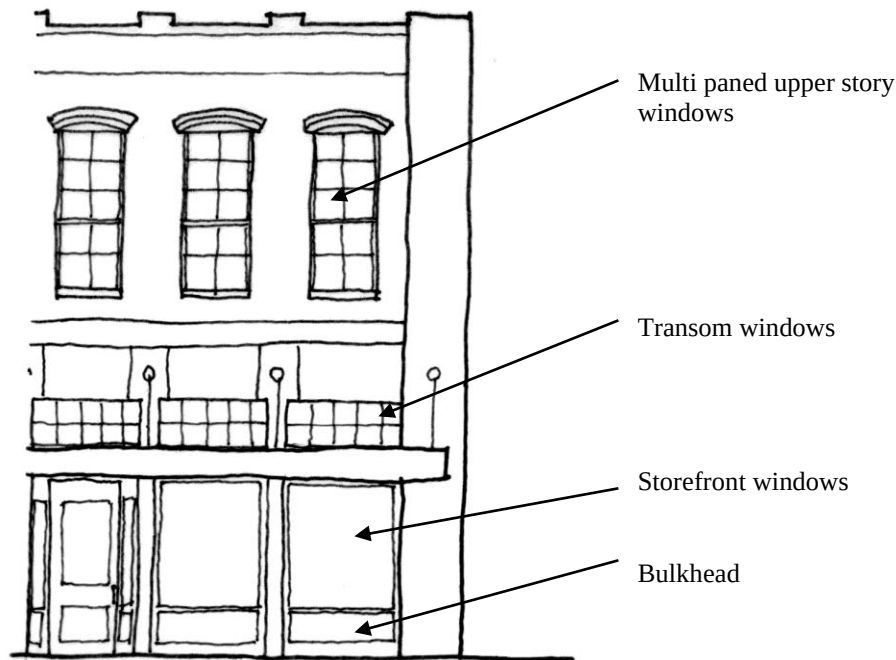
Building Exterior – Architectural Metals

- Existing metals, including gutters and downspouts, decorative railings, and flashings, shall be preserved and maintained. Damaged materials, when removed, shall be replaced with materials that match as closely as possible to the original metalwork.
- Existing exposed copper gutters and downspouts should be cleaned regularly for proper maintenance. If replacement of components is necessary, existing materials, forms, and finishes should be matched.
- Existing concealed gutter and downspout systems shall be retained in their original design and operation. Systems shall be cleaned regularly for proper maintenance. If repair is required, care shall be exercised in the removal and replacement of trim, flashings, and other components. Gutters and downspouts shall be replaced with components of the same material and size to prevent conflicts between incompatible materials.
- Existing decorative metal railings should be repaired and maintained. If replacement is needed, railings may be removed or replaced with metal or wood railings that meet local building code requirements and preserve the historic character of the structure.
- Existing metal flashings, shall be maintained. If new flashings are required to prevent water penetration, the new material shall match the old in type, size, thickness, and installation pattern.
- Proper maintenance of metal surfaces includes:
 - Cleaning with the gentlest method possible to remove dirt and other deleterious materials from the affected surfaces.
 - Ensuring that all surfaces drain properly such that water does not accumulate on any of the surfaces.
- Decorative metals shall be painted with an appropriate coating to protect the element from corrosion.

Building Exterior – Roofs

- Existing exposed roofing materials that are visible from the right of way, shall be maintained. Damaged materials, when removed, shall be replaced with materials that are the same as or, if approved by the Historic Preservation Officer, similar to the existing roof.
- Roof slopes and profiles may not be altered. Damaged or deteriorated roof framing and decking shall be repaired and replaced with materials and methods consistent with the original roof framing system.
- If a new roof is required, the original roof shall be removed in its entirety. No layering of roofing materials will be accepted. Roofing selection shall be appropriate to the roof configuration and slope.
- Replacement roofs may include the following: Color limitation and types are noted as well.
 - Wood Shingle
 - Clay tile –Tile should match existing in size, shape, texture, and coloration.
 - Asphalt Composition Shingle – Composition shingle roofs are not historic in nature but will be accepted as a lower cost, low maintenance, durable roofing product that does not detract from the historic character of the structures.
 - Standing Seam Metal – Metal is an excellent choice for those roof areas that do not achieve the slope required for shingle roofs. New Metal roofs may be used as the main roofing material. Roof framing should be examined for structural integrity.
 - Membrane Roofing – Existing roofs concealed by a parapet wall may be replaced with PVC or TPO membrane roofing. Ensure that parapet caps are retained such that the appearance from the street has not been altered or compromised.
- Proper maintenance of roofing materials includes:
 - Cleaning with the gentlest method possible to remove dirt and other deleterious materials from the affected surfaces.
 - Ensuring that all surfaces drain properly such that water does not accumulate on any of the surfaces.

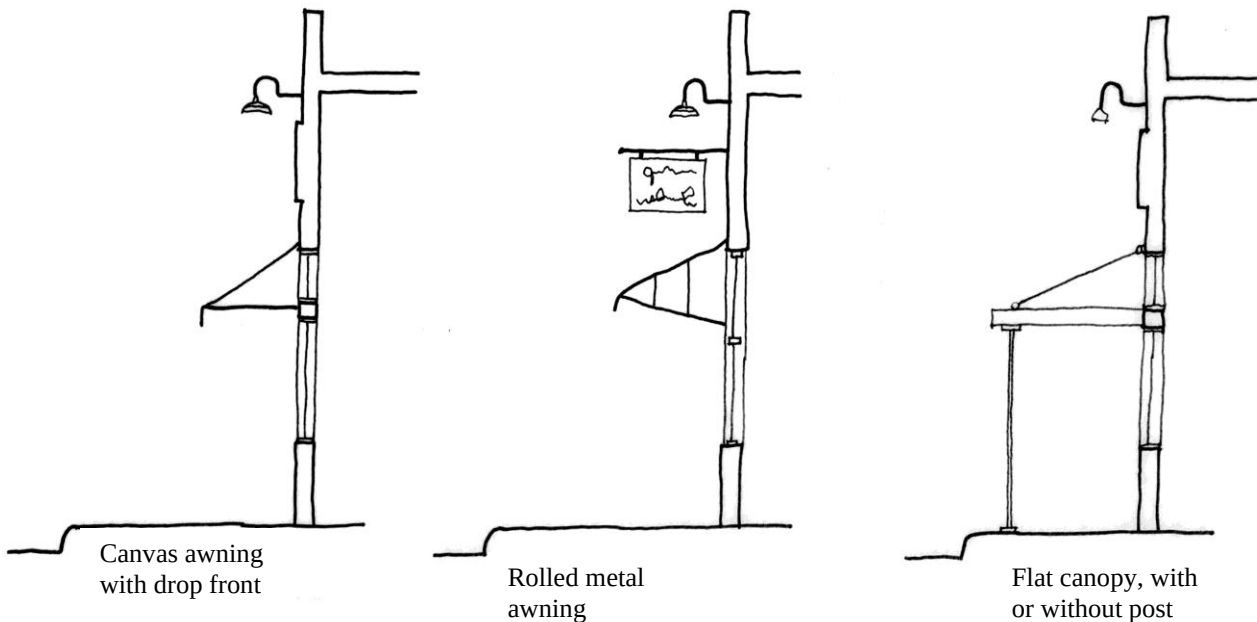
Building Exterior - Windows



- Existing historic windows shall be maintained. Damaged materials, when removed, shall be selectively replaced with materials and components that are the same as, or if approved by the Historic Preservation Officer, similar to the original glass and finish.
- Maintain original elements of the storefront design: cornices, transoms, display windows, cast iron columns, kick plates and spandrels. Maintain recessed entries where they existed. They provide weather-protection, protect pedestrians from opening doors, and add attractive detail to the storefront. Do not recess entire storefront.
- Multiple paned windows are important elements of upper story windows, while storefront windows shall consist of larger sheets of glass to maximize visibility of merchandise. Dark tinted glass is inappropriate for retail space (refer to “Windows,” pg 21).
- If replacement windows are required, they shall match the existing windows in size, operation, configuration and appearance. New windows shall utilize the rough openings of the existing windows. Piecemeal infill of the existing openings is not acceptable. Windows should have the same light patterns and muntin bar dimensions as the original windows. The finish of new and existing windows shall match in coloration.

- All replacement glazing shall be clear. No tinting or reflective film will be accepted.
- Windows should not be replaced solely for energy conservation. Refer to *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings* for strategies to enhance the solar and thermal performance and utilize the existing windows.
- Proper maintenance of windows includes:
 - Cleaning with the gentlest method possible to remove dirt and other deleterious materials from the affected surfaces.
 - Ensuring that all surfaces drain properly such that water does not accumulate on any of the surfaces.

Awnings and Canopies



- Rolled or flat metal canopies, similar to styles formerly seen in Brenham, may be used. Awnings or canopies may be attached either above transoms or between the transoms and display windows.
- Awnings shall be made of canvas or other fabric material. Canvas awnings are typical of historic buildings. Plastic or backlit awnings may not be used.
- Awnings may be a “drop-front” style.
- The modern bubble design, often used on commercial buildings, detracts from historic architectural styles and is typically not appropriate for commercial structures.
- All awnings or canopies shall provide at least 8 feet of clearance above grade.
- Canopies shall be made of metal or wood. Plastic components or other synthetic materials shall not be used.

Awnings and Canopies

- Awnings shall not be continuous across a facade, but rather relate to each bay or window.



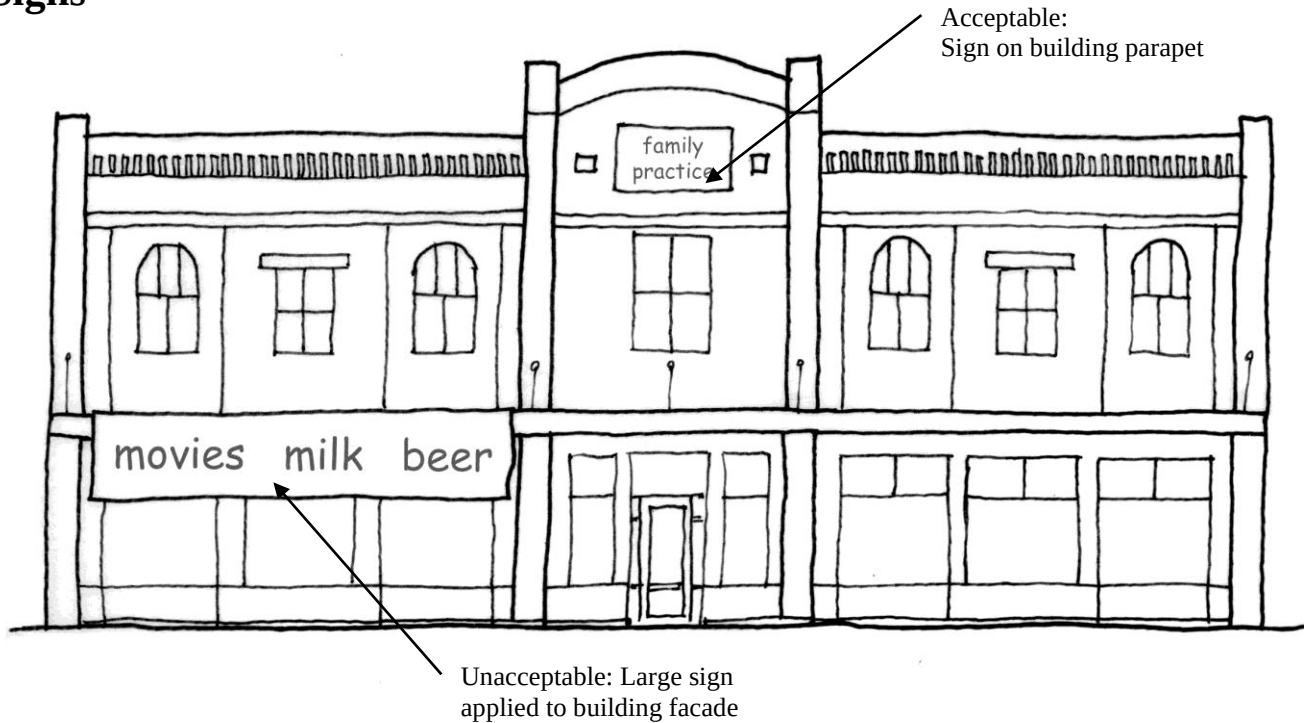
The rhythm of awnings at left is typical of historic commercial styles, and provides greater interest to pedestrians.



This continuous type of awning is unacceptable.

Commercial Awning Rhythm

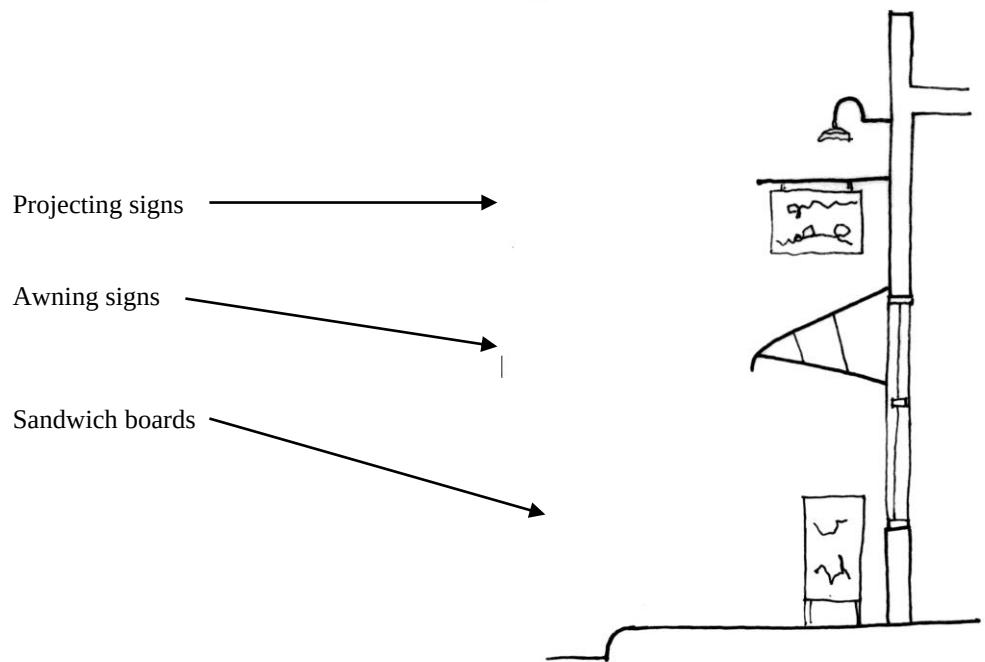
Signs



- In retail areas, focus on merchandise, not signs.
- Signs which compete for attention detract from the Historic District as a whole. Signs shall not cover transoms or historic building features.
- Avoid clutter and limit the number and size of signs.
- In commercial areas, the building itself may be considered part of the sign. The use of awnings and projecting signs are encouraged.
- In general, signs may be small and limited to one per business on buildings with multiple tenants. Avoid garish colors or patterns, but use the detail and style of the building's architecture to speak for the business. Locate signs so they relate to architectural features of the building.
- Typical signs at commercial buildings in the past included parapet signs above storefronts within panels of the parapet and signs painted on windows. Signs for businesses located in residential style buildings with generous front yard setbacks may use an appropriately scaled monument sign. These shall be encouraged.

Signs

- No roof signs, off premise signs, flashing signs and plastic backlit signs may be used. Free-standing signs may be used in front yard areas, when appropriately scaled and placed to minimize visual interference with the significant features of the property.
- Signs must be constructed of painted wood or metal. Plastic signs or letters may not be used. Lighting of signs can be done with incandescent bulbs on the sign, or gooseneck front lighting using fixtures appropriate to the style and period of the building.



- Awnings and projecting signs were common in 19th and early 20th century Brenham. Small projecting signs, at an appropriate scale in relation to the building and the adjacent area are encouraged.
- Sidewalk sandwich boards are typical of the historic retail style, but they must be well maintained and removed after business hours. No changeable letters on tracks may be used. Chalkboards may be used for daily changing messages. Sandwich boards may not be wider than 24", or be placed to extend more than 24" from the building face. The height is restricted to 35". No more than one per building will be allowed.
- Where several businesses share a building, signs may be coordinated and shared.

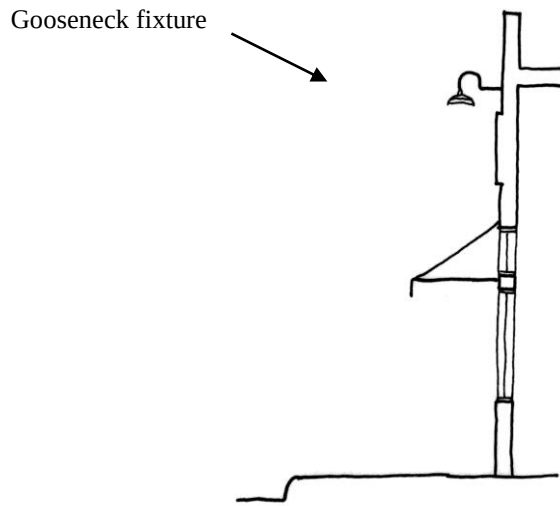
Signs

- Neon can enhance a retail and restaurant area by creating a sense of fun and festivity, but excessive use can also detract from a district. Neon shall be used inside windows only, and occupy a limited amount of space within that window, exception: theatrical uses. Neon marquee signs are allowed only for buildings with theatrical uses.
- Banners of no more than 30 square feet may be hung for a period of no more than 3 months awaiting completion of permanent signs or no more than 2 weeks to advertise special events.

Murals

- Plans for proposed murals including drawings, size, sample colors, must apply for an Administrative Certificate of Appropriateness with the Historic Preservation Officer.

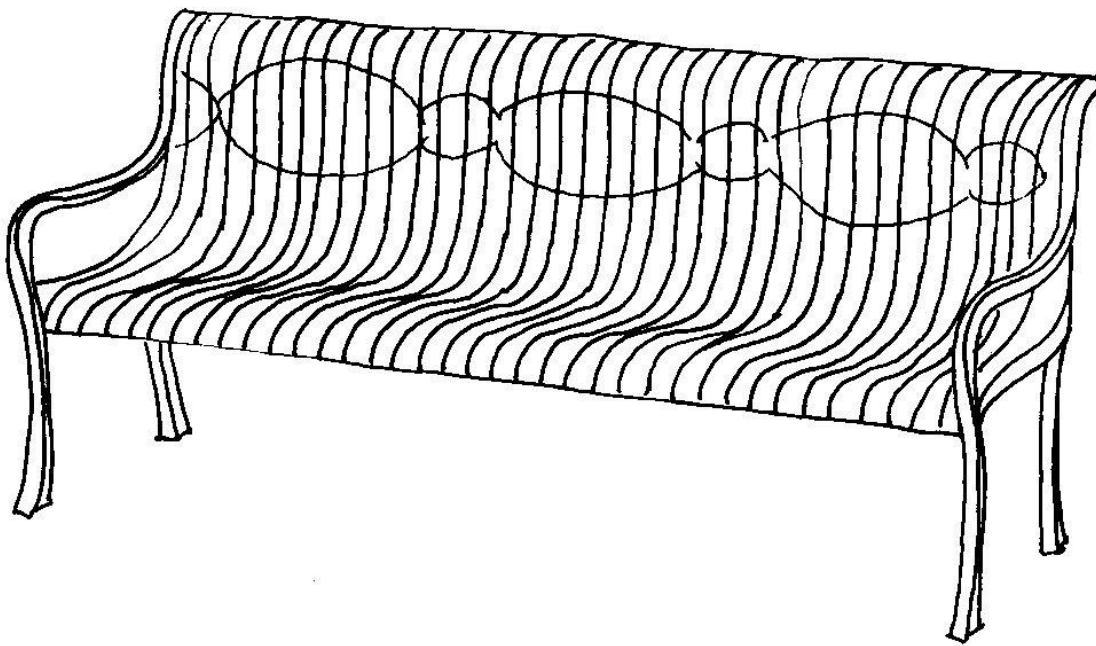
Lighting



- Lighting is an important element in commercial areas. Fixtures shall be consistent with the historic character of the area.
- Fully recessed down lights, gooseneck lights or other incandescent fixtures appropriate to the style and period of the district may be used.
- Avoid exposed lighting of any kind.
- Lighting fixtures are supported in front of the building and may cast light on a sign and highlight the building or offer lighting for pedestrians on sidewalks. The fixtures should be shielded to prevent glare on the street and sidewalk.
- A well-designed window display illuminated at night is more desirable than an illuminated sign.

Sidewalk Furniture

- Includes benches, planters, statues, trash receptacles and objects for sale. Objects on the sidewalk should increase the overall attractiveness of design without impeding the flow of pedestrians on the sidewalks with too many objects, oversized objects or objects placed in the pathway.
- Advertising or promotions on benches is not allowed under any circumstance.
- Planters should match the building architecture in style. Attractive and well-maintained plants should be in the planters. No artificial plants will be allowed. Statues appropriate to the architecture of the building can enhance a building.
- Main Street Brenham will provide a specification for benches, trash cans, planters, and other equipment to match existing downtown sidewalk furniture.



Special Considerations - Energy Conservation

Equipment

The installation of new, more efficient, mechanical equipment, including water heaters, can make the most significant impact on the reduction of energy costs. Solar collectors may be installed in a manner that does not compromise the historic character of the structure nor destroy or obscure any character defining elements.

Windows

The thermal efficiency of the historic windows can be improved through the following methods:

- Regular inspection and maintenance to ensure weather tightness and good operation.
- Installation of insulation at the rough opening. (Trim should be carefully removed and reinstalled.)
- Maintenance and replacement of caulk at joints and openings.
- Installation of weather stripping at all doors and windows.
- Installation of appropriate storm windows as detailed in *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings*.

Windows shall not be tinted or covered with reflective foil or film.

Insulation

Thermal insulation may be installed in attics and basements to increase the efficiency of the mechanical systems. Appropriate materials shall be selected such that historic character defining elements are not concealed or destroyed during installation. Insulation may be added at exterior walls if done so in a manner that does not damage the wall finish at the interior or exterior of the wall.

Special Considerations - New Additions and Infill

Alterations

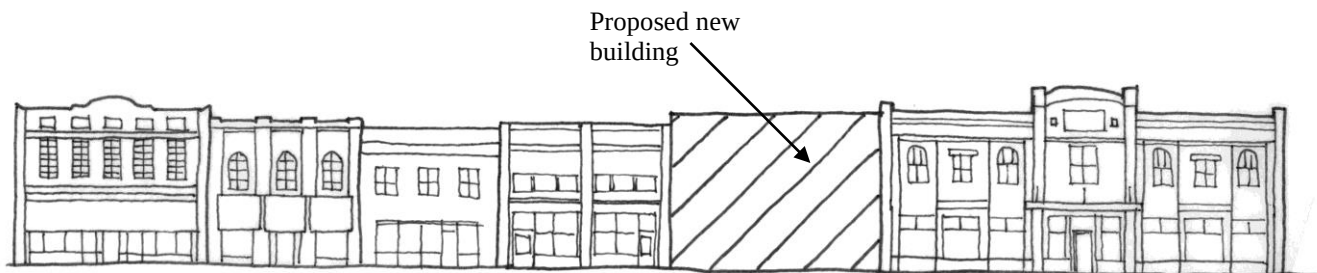
- Removal of previous additions may be undertaken. New exterior finish materials shall match existing in texture, dimension, etc. Detailing of alterations should be such that there is a clear differentiation between the new work and the historic fabric of the structure.

Additions

- Additions shall be subordinate in scale to the existing structure.
- Exterior additions should not be undertaken if the non-character defining interior spaces can be reconfigured to meet the needs of the new use.
- New additions should not obscure or remove character-defining elements such as porches, pediments, etc.

Infill

- New construction proposals and rehabilitation of non-historic buildings will be reviewed by the Historic Preservation Officer and based on these Criteria. Judgment will be based on the compatibility of the design within the context of the property's adjacent and nearby historic buildings.
- Infill construction shall be encouraged. Construction should respect both the height and bay spacing of adjacent buildings. They shall also ensure proportion and continuity of the texture of façade treatments, in terms of cornice lines, window lintels and sills, and kick plates. Flat roofs shall be hidden from view by parapets. The building should be of similar form and materials, but not an actual replication.



Special Considerations – Accessibility Concerns

All commercial properties in Texas must comply with the Texas Accessibility Standards. Copies of the Standards are available through the Texas Department of Licensing and Regulation. In addition, residential units available for lease may be required to be accessible. Check federal fair housing standards for guidelines.

New barrier-free features may be added but should not alter, damage, or destroy the historic character defining features of the structures.

Ramps

If required, a ramp may not replace an existing main stair access to the entrance but rather shall be installed in such a manner that is subordinate in appearance, scale, and location to the main entrance.

Elevators

Elevators may be added provided they do not alter, damage, or destroy historic character defining elements and spaces at the interior or exterior of the structure.



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedules for the City of Brenham Water System

Meeting Type: Regular Meeting-August 19, 2021

Department: Public Utilities

Staff Contact: Donald Reese

Classification: Regular

SUMMARY STATEMENT:

On February 18, 2021, Council approved a consulting agreement between the City and NewGen Strategies and Solutions, LLC to conduct a rate study to evaluate the City's Electric, Gas, Water and Wastewater rates.

Since that time, representatives from NewGen have worked closely with City staff to analyze the City's current rate structures, revenues, expenses, and other financial data to see where the City's rates should be. That data, along with proposed rate increases, was presented to Council at previous budget workshops. Council directed staff to come back with options that reduced the proposed rate increases so as not to be overly burdensome to residents and businesses.

This ordinance, if approved, would increase the water rate tariffs as detailed in the attached Water Rate Handout and would bring approximately \$556,978 in additional revenue annually

ATTACHMENTS:

- (1) Ordinance for First Reading
- (2) Exhibit A to Ordinance
- (3) Redline Showing Changes
- (4) Water Rates

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Ordinance on its first reading amending the Rate Tariff Schedules for the City of Brenham Water Services.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE WATER RATE TARIFF SCHEDULES FOR WATER SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE:

WHEREAS, the City Council for the City of Brenham, Texas ("City Council") deems it necessary to change the rates charged for water services to its customers in order to provide for conditions of utility service which promote health, safety, and welfare of the citizens of Brenham, Texas.

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 Water Rate Schedules for water services 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 and after October 1, 2021.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after October 1, 2021.

PASSED AND APPROVED, on its first reading this the ____ day of _____, 2021.

PASSED AND APPROVED, on its second reading this the ____ day of _____, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	610
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

GENERAL SERVICE - URBAN

RATE SCHEDULE - W-A

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ 20.75
3,001 – 10,000 gallons	\$ 4.55/1,000 gallons
10,001 – 25,000 gallons	\$ 5.70/1,000 gallons
25,001 and above	\$ 7.12/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 20.75.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	611
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"

CITY OF BRENHAM

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

600

620

ALL SERVICES TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/01/19)

GENERAL SERVICE - RURAL

RATE SCHEDULE W-B

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ 23.86
3,001 – 10,000 gallons	\$ 5.23/1,000 gallons
10,001 – 25,000 gallons	\$ 6.56/1,000 gallons
25,001 and above	\$ 8.19/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 23.86.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	621
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	630
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
10/01/2019)	(Supersedes Rate Change effective	

TEMPORARY CONSTRUCTION SERVICE

RATE SCHEDULE W-D

APPLICABILITY

This rate is applicable to all customers that receive water delivered into a tank truck, tank trailer, portable sprayer, portable mixer, or other similar container from a temporary meter set on a fire hydrant.

AVAILABILITY

This rate and service is only applicable to those who pay the required deposit and the fee for meter placement, and who are approved by the General Manager of Public Utilities prior to usage.

RATES

First 3,000 gallons or less	\$ 20.23
3,001 – 10,000 gallons	\$ 5.56/1,000 gallons
10,001 – 25,000 gallons	\$ 6.96/1,000 gallons
25,001 and above	\$ 8.70/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 20.23.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, the customer will forfeit the entire deposit and the City may, at its sole option, remove the fire hydrant meter and terminate service to the customer.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	631
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. The customer will pay an initial deposit of three hundred dollars (\$300.00) in cash or check to the City of Brenham.
2. In addition, where service is rendered from a fire hydrant, the customer will be required to pay a non-refundable fee of two hundred dollars (\$200.00) to cover the City's cost of setting up and removing a temporary meter on a fire hydrant. The superintendent of the Water Distribution Department has the authority to refuse service from any fire hydrant where, in his opinion, the rendering of such service would have an adverse effect on the pressure or flow to other customers in the surrounding area.
3. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
4. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	640
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

YARD SPRINKER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-E

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation, which serves which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

0 – 10,000 gallons	\$ 4.92/1,000 gallons
10,001 – 25,000 gallons	\$ 6.15/1,000 gallons
25,001 and above	\$ 7.70/1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	641
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	642
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-I

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located inside the corporate limits of the City of Brenham, Texas.

RATES

0 – 10,000 gallons	\$ 4.92/1,000 gallons
10,001 – 25,000 gallons	\$ 6.15/1,000 gallons
25,001 and above	\$ 7.70/1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"

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

ALL SERVICES	600	643
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	650
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

GENERAL SERVICE - URBAN

RATE SCHEDULE W-F

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ 20.23
3,001 – 10,000 gallons	\$ 2.78/1,000 gallons
10,001 – 25,000 gallons	\$ 3.48/1,000 gallons
25,001 and above	\$ 4.35/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 20.23.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	651
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	660
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

GENERAL SERVICE - RURAL

RATE SCHEDULE W-G

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ 23.26
3,001 – 10,000 gallons	\$ 3.20/1,000 gallons
10,001 – 25,000 gallons	\$ 4.00/1,000 gallons
25,001 and above	\$ 5.00/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 23.26.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	661
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	670
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

YARD SPRINKLER SYSTEM - RURAL

RATE SCHEDULE W-H

APPLICABILITY

This rate is applicable to all residential, commercial and industrial service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas

RATES

0 – 10,000 gallons	\$ 5.66/1,000 gallons
10,001 – 25,000 gallons	\$ 7.07/1,000 gallons
25,001 and above	\$ 8.86/1,000 gallons

MINIMUM CHARGES

No minimum monthly charge

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	671
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	680A
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

FIRE LINE SERVICE - URBAN

RATE SCHEDULE 20, 21, 22, 23, and 24

APPLICABILITY

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

AVAILABILITY

This rate schedule is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 20)	\$ 21.38
6 inch (Rate Schedule 21)	62.11
8 inch (Rate Schedule 22)	132.36
10 inch (Rate Schedule 23)	238.02
12 inch (Rate Schedule 24)	384.48

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	681A
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	680B
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

FIRE LINE SERVICE - RURAL

RATE SCHEDULE 30, 31, 32, 33, AND 34

APPLICABILITY

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

AVAILABILITY

This rate schedule is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 30)	\$ 24.59
6 inch (Rate Schedule 31)	71.43
8 inch (Rate Schedule 32)	152.21
10 inch (Rate Schedule 33)	273.73
12 inch (Rate Schedule 34)	442.15

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	681B
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES TARIFF	600 SECTION NO.	690 SHEET NO.
WATER RATE SCHEDULES SECTION TITLE	OCTOBER 1, 2021 EFFECTIVE DATE	
	(Supersedes Rate Change effective 3/19/1998)	

WATER SERVICE FEES

RATE SCHEDULE W-N

APPLICABILITY

This rate schedule is applicable to the installation of service taps, service lines, water meters, and other miscellaneous water service-related items, for residential, commercial, and/or industrial customers.

AVAILABILITY

These rates are available to all customers or prospective customers of the City's water system.

- I. The actual tapping of a water main, by City staff, to provide service to an adjoining lot. The fee for connecting a meter to a line that has not been pre-stubbed, or has been pre-stubbed by the City, shall be based on meter size: A pre-stubbed water service is defined as a water service that has already been tapped at the main and has had the water service line extended to the property line. These fees are as follows:

1 Inch service tap, service line, and meter	\$1,030.00
1-1/2 Inch service tap, service line, and meter	\$1,530.00
2 Inch service tap, service line, and meter	\$1,715.00
*3 Inch service tap, service line, and meter	\$2,260.00
*4 Inch service tap, service line, and meter	\$3,000.00

* Turbine meters only

Note: The fees established herein do not include cost for boring and casing, if required. Costs for boring and casing will be added to these fees based on actual cost.

Note: A water service installation that requires removal of pavement in a TxDOT right-of-way will be charged at the actual cost of work performed or incurred by the City. An owner may choose to hire a contractor to install the service at their own cost and the City will inspect the work to determine if the water service installation complies with the City's specifications. If an owner chooses to hire a contractor to install the service, the work must be completed in compliance with the City's specifications (or approved alternatives), as determined by the City, in its sole discretion, after inspection of the work. The final pavement repair must be performed immediately upon completion of the water service installation.

The fees for the installation of an irrigation meter commonly referred to as a split service are set forth below.

EXHIBIT "A"**CITY OF BRENHAM**

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

ALL SERVICES TARIFF	600 SECTION NO.	691 SHEET NO.
WATER RATE SCHEDULES SECTION TITLE	OCTOBER 1, 2021 EFFECTIVE DATE	
	(Supersedes Rate Change effective 3/19/1998)	

If a split service meter is installed at the same time as the installation of a new service connection, the fee is as follows:

1 Inch Split Service off a 1 Inch Service	\$265.00
1 Inch Split Service off a 1 ½ Inch Service	\$275.00
1 Inch Split Service off a 2 Inch Service	\$290.00

If a split service meter is installed after the installation of a new service connection, the fee is as follows:

1 Inch Split Service off a 1 Inch Service	\$375.00
1 Inch Split Service off a 1 ½ Inch Service	\$385.00
1 Inch Split Service off a 2 Inch Service	\$400.00

- II. The fees for connecting a meter to a line that has been pre-stubbed at no expense to the City shall be based on meter size, and are as follows:

1 Inch	\$ 260.00
1-1/2 Inch	\$ 645.00
2 Inch	\$ 710.00
4 Inch or larger	\$1,300.00

- III. The fee for the installation, by the City, of taps on existing water mains for the connection of new water mains are as follows:

Existing Main Size (inches)	New Main Size (inches)	Connection Fee
6	4	\$ 840.00
6	6	\$ 935.00
8	4	\$ 870.00
8	6	\$ 920.00
8	8	\$1,105.00
10	4	\$ 835.00
10	6	\$ 945.00
10	8	\$1,085.00
10	10	\$1,440.00
12	4	\$ 970.00
12	6	\$1,050.00
12	8	\$1,170.00
12	10	\$1,465.00
12	12	\$1,725.00

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES TARIFF	600 SECTION NO.	692 SHEET NO.
WATER RATE SCHEDULES SECTION TITLE	OCTOBER 1, 2021 EFFECTIVE DATE	
(Supersedes Rate Change effective 3/19/1998)		

Note: The fees established herein do not include cost for boring and casing, if required. Costs for boring and casing will be added to these fees based on actual cost.

Note: A water service installation that requires removal of pavement in a TxDOT right-of-way will be charged at the actual cost of work performed or incurred by the City. An owner may choose to hire a contractor to install the service at their own cost and the City will inspect the work to determine if the water service installation complies with the City's specifications. If an owner chooses to hire a contractor to install the service, the work must be completed in compliance with the City's specifications (or approved) alternatives, as determined by the City, in its sole discretion, after inspection of the work. The final pavement repair must be performed immediately upon completion of the water service installation.

IV. Miscellaneous Water Service Fees:

The fee for installation of one or more fire hydrants shall be based on actual cost.

The fee for replacing a 1" curb stop damaged by other than City personnel - \$95.00. Replacement of curb stops larger than 1" will be charged at actual cost.

The fee for moving meter at customer's request shall be as follows:

Meter Size	Moving Meter up to Fifteen (15) Feet	Moving Meter between Fifteen (15) and Thirty (30) Feet
1 Inch	\$225.00	\$365.00
1 1/2 Inch	\$285.00	\$430.00
2 Inch	\$315.00	\$460.00

Note: Moving meters larger than 2" will be charged at actual cost.

The fee for raising or adjusting a meter at customer's request shall be as follows:

Meter Size	Fee
1 Inch	\$ 70.00
1 1/2 Inch	\$210.00
2 Inch	\$270.00

Note: Raising or adjusting meters larger than 2" will be charged at actual cost.

The fee for installing or extending a water mainline from an existing tap to the property line shall be based on actual cost.

The fee for changing meter size shall be based on the following:

Downsizing a 2", 1 1/2" and 1" meter - \$50.00

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES TARIFF	600 SECTION NO.	693 SHEET NO.
WATER RATE SCHEDULES SECTION TITLE	OCTOBER 1, 2021 EFFECTIVE DATE	
	(Supersedes Rate Change effective 3/19/98)	

Downsizing a 3" and larger meter - \$300.00

Note: When an existing meter is changed to a larger size and a new tap and service line are required, the fee shall be the same as for a new connection of the same size.

The fee for setting a fire hydrant meter shall be \$200.00 and requires a \$300.00 deposit.

The fee for turning water service off/on for repairs at customer request shall be \$50.00 plus \$25.00 additional if done after regular business hours (regular business hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays).

The fees for services not specifically addressed in this tariff will be charged in the amount of the actual cost of performing the service.

- V. Replacement of water taps due to deterioration. Water tap deterioration will be determined by the City based on standards set by the Texas Commission on Environmental Quality, or its successor agency and the edition of the International Plumbing Code, as amended, in effect at the time of the determination, for minimum residual pressure and flow.

All Taps	No Charge
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CHARACTER OF SERVICE

Facilities provided under this rate will consist of the installation of an appropriate size corporation stop or tapping saddle, installation of an appropriate size angle meter stop or gate valve, installation of an appropriate size meter, installation of a meter box, and the installation of a sufficient amount of an appropriate size service line to allow the placement of the meter at or near the customer's property line.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations as may be amended from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. In the event a customer desires to increase the size of an existing service, the cost of such enlargement will be equal to the cost of the installation of the new size of service.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	694
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	APRIL 1, 2012	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 3/19/98)	

RECLAIMED WHOLESALE WATER

RATE SCHEDULE W-R

APPLICABILITY

This rate is applicable to all customers that receive Type 1 Reclaimed Water to be used for industrial and manufacturing processing, residential irrigation, irrigation for urban or rural uses, food crops, municipality-owned right-of-way, fire protection, maintenance of off-channel impoundments, toilet flush water, dust control, road construction, construction activities and process water.

AVAILABILITY

This rate is available to all customers who enter into a Reclaimed Water Use Agreement, pay the applicable deposit, and receive Type 1 Reclaimed Water at the Reclaimed Water Station located at 2005 Old Chappell Hill Rd.

RATES

\$4.00 per 1,000 gallons

MINIMUM CHARGES

No minimum charge.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, the customer's deposit will be forfeited and the City may, at its sole option, terminate services and the Reclaimed Water Use Agreement, according to its terms.

CHARACTER OF SERVICE

Reclaimed water supplied under this rate schedule is Type 1 Reclaimed Water produced at the Brenham Wastewater Treatment Plant that is authorized and approved for re-sale by the Texas Commission on Environmental Quality. (Authorization # R10388001)

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	695
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2012	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 3/19/98)

SPECIAL CONDITIONS OF SERVICE

1. Where service is rendered from the Reclaimed Bulk Water Station, the customer will be required to pay an initial deposit of three hundred dollars (\$300.00). The customer will also be required to sign a Reclaimed Water Use Agreement prior to usage of the station. The station will have 24-hour access and will be controlled through individual pin codes per account that are distributed upon compliance with the above requirements.
2. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
3. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	610
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

GENERAL SERVICE - URBAN

RATE SCHEDULE - W-A

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ 20.75
3,001 – 10,000 gallons	\$ 4.55 /1,000 gallons
10,001 – 25,000 gallons	\$ 5.70 /1,000 gallons
25,001 and above	\$ 7.12 /1,000 gallons

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MINIMUM CHARGES

The minimum monthly bill shall be \$ ~~20.75~~

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TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"

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

ALL SERVICES	600	611
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/01/19)

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENNHAM, WASHINGTON COUNTY, TEXAS 77834-1059
ALL SERVICES 600 620

TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/01/19)

GENERAL SERVICE - RURAL

RATE SCHEDULE W-B

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ 23.86
3,001 – 10,000 gallons	\$ 5.23 /1,000 gallons
10,001 – 25,000 gallons	\$ 6.56 /1,000 gallons
25,001 and above	\$ 8.19 /1,000 gallons

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MINIMUM CHARGES

The minimum monthly bill shall be \$ ~~23.86~~

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TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	621
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/01/19)

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	630
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective

10/01/2019)

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TEMPORARY CONSTRUCTION SERVICE

RATE SCHEDULE W-D

APPLICABILITY

This rate is applicable to all customers that receive water delivered into a tank truck, tank trailer, portable sprayer, portable mixer, or other similar container from a temporary meter set on a fire hydrant.

AVAILABILITY

This rate and service is only applicable to those who pay the required deposit and the fee for meter placement, and who are approved by the General Manager of Public Utilities prior to usage.

RATES

First 3,000 gallons or less	\$ <u>20.23</u>
3,001 – 10,000 gallons	\$ <u>5.56</u> /1,000 gallons
10,001 – 25,000 gallons	\$ <u>6.96</u> /1,000 gallons
25,001 and above	\$ <u>8.70</u> /1,000 gallons

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MINIMUM CHARGES

The minimum monthly bill shall be \$ 20.23.

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TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, the customer will forfeit the entire deposit and the City may, at its sole option, remove the fire hydrant meter and terminate service to the customer.

EXHIBIT "A"

CITY OF BRENHAM

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

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

ALL SERVICES	600	631
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

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SPECIAL CONDITIONS OF SERVICE

1. The customer will pay an initial deposit of three hundred dollars (\$300.00) in cash or check to the City of Brenham.
2. In addition, where service is rendered from a fire hydrant, the customer will be required to pay a non-refundable fee of two hundred dollars (\$200.00) to cover the City's cost of setting up and removing a temporary meter on a fire hydrant. The superintendent of the Water Distribution Department has the authority to refuse service from any fire hydrant where, in his opinion, the rendering of such service would have an adverse effect on the pressure or flow to other customers in the surrounding area.
3. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
4. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	600	640
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-E

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation, which serves which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

0 – 10,000 gallons	\$ 4.92 /1,000 gallons
10,001 – 25,000 gallons	\$ 6.15 /1,000 gallons
25,001 and above	\$ 7.70 /1,000 gallons

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MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

EXHIBIT "A"

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

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

ALL SERVICES	600	641
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.

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CITY OF BRENHAM

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7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

ALL SERVICES	600	642
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-1

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located inside the corporate limits of the City of Brenham, Texas.

RATES

0 – 10,000 gallons	\$ 4.92/1,000 gallons
10,001 – 25,000 gallons	\$ 6.15/1,000 gallons
25,001 and above	\$ 7.70/1,000 gallons

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MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

EXHIBIT "A"

CITY OF BRENHAM

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

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

ALL SERVICES	600	643
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will

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CITY OF BRENHAM

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require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.

7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

ALL SERVICES	600	650
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

GENERAL SERVICE - URBAN

RATE SCHEDULE W-F

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ 20.23
3,001 – 10,000 gallons	\$ 2.78 /1,000 gallons
10,001 – 25,000 gallons	\$ 3.48 /1,000 gallons
25,001 and above	\$ 4.35 /1,000 gallons

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MINIMUM CHARGES

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BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

The minimum monthly bill shall be \$ ~~20.23~~

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TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

ALL SERVICES	600	651
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.

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6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

ALL SERVICES	600	660
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

GENERAL SERVICE - RURAL

RATE SCHEDULE W-G

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

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First 3,000 gallons or less	\$ 23.26
3,001 – 10,000 gallons	\$ 3.20 /1,000 gallons
10,001 – 25,000 gallons	\$ 4.00 /1,000 gallons
25,001 and above	\$ 5.00 /1,000 gallons

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MINIMUM CHARGES

The minimum monthly bill shall be \$ ~~23.26~~

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TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

ALL SERVICES

600

661

TARIFF

SECTION NO.

SHEET NO.

WATER RATE SCHEDULES

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

Supersedes Rate Change effective 10/01/19)

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the

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customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.

4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

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ALL SERVICES	600	670
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

YARD SPRINKLER SYSTEM - RURAL

RATE SCHEDULE W-H

APPLICABILITY

This rate is applicable to all residential, commercial and industrial service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas

RATES

0 – 10,000 gallons	\$ 5.66 /1,000 gallons
10,001 – 25,000 gallons	\$ 7.07 /1,000 gallons
25,001 and above	\$ 8.86 /1,000 gallons

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MINIMUM CHARGES

No minimum monthly charge

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

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ALL SERVICES	600	671
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

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CITY OF BRENHAM

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ALL SERVICES	600	680A
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

FIRE LINE SERVICE - URBAN

RATE SCHEDULE 20, 21, 22, 23, and 24

APPLICABILITY

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

AVAILABILITY

This rate schedule is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 20)	\$ 21.38
6 inch (Rate Schedule 21)	62.11
8 inch (Rate Schedule 22)	132.36
10 inch (Rate Schedule 23)	238.02
12 inch (Rate Schedule 24)	384.48

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

EXHIBIT "A"

CITY OF BRENHAM

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Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

ALL SERVICES	600	681A
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.

EXHIBIT "A"

CITY OF BRENHAM

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EXHIBIT "A"

CITY OF BRENHAM

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ALL SERVICES

600

680B

TARIFF

SECTION NO.

SHEET NO.

WATER RATE SCHEDULES

OCTOBER 1, 2019

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change effective 1/22/06)

FIRE LINE SERVICE - RURAL

RATE SCHEDULE 30, 31, 32, 33, AND 34

APPLICABILITY

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

AVAILABILITY

This rate schedule is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 30)	\$ 24.59
6 inch (Rate Schedule 31)	71.43
8 inch (Rate Schedule 32)	152.21
10 inch (Rate Schedule 33)	273.73
12 inch (Rate Schedule 34)	442.15

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

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ALL SERVICES	600	681B
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

TARIFF

600

SECTION NO.

690

SHEET NO.

WATER RATE SCHEDULES

SECTION TITLE

OCTOBER 1, 2021

EFFECTIVE DATE

(Supersedes Rate Change effective 3/19/1998)

WATER SERVICE FEES

RATE SCHEDULE W-N

APPLICABILITY

This rate schedule is applicable to the installation of service taps, service lines, water meters, and other miscellaneous water service-related items, for residential, commercial, and/or industrial customers.

AVAILABILITY

These rates are available to all customers or prospective customers of the City's water system.

- I. The actual tapping of a water main, by City staff, to provide service to an adjoining lot. The fee for connecting a meter to a line that has not been pre-stubbed, or has been pre-stubbed by the City, shall be based on meter size: A pre-stubbed water service is defined as a water service that has already been tapped at the main and has had the water service line extended to the property line. These fees are as follows:

1 Inch service tap, service line, and meter	\$1,030.00
1-1/2 Inch service tap, service line, and meter	\$1,530.00
2 Inch service tap, service line, and meter	\$1,715.00
*3 Inch service tap, service line, and meter	\$2,260.00
*4 Inch service tap, service line, and meter	\$3,000.00

* Turbine meters only

Note: The fees established herein do not include cost for boring and casing, if required. Costs for boring and casing will be added to these fees based on actual cost.

Note: A water service installation that requires removal of pavement in a TxDOT right-of-way will be charged at the actual cost of work performed or incurred by the City. An owner may choose to hire a contractor to install the service at their own cost and the City will inspect the work to determine if the water service installation complies with the City's specifications. If an owner chooses to hire a contractor to install the service, the work must be completed in compliance with the City's specifications (or approved alternatives), as determined by the City, in its sole discretion, after inspection of the work. The final pavement repair must be performed immediately upon completion of the water service installation.

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CITY OF BRENHAM

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The fees for the installation of an irrigation meter commonly referred to as a split service are set forth below.

ALL SERVICES	600	691
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
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If a split service meter is installed at the same time as the installation of a new service connection, the fee is as follows:

1 Inch Split Service off a 1 Inch Service	\$265.00
1 Inch Split Service off a 1 ½ Inch Service	\$275.00
1 Inch Split Service off a 2 Inch Service	\$290.00

If a split service meter is installed after the installation of a new service connection, the fee is as follows:

1 Inch Split Service off a 1 Inch Service	\$375.00
1 Inch Split Service off a 1 ½ Inch Service	\$385.00
1 Inch Split Service off a 2 Inch Service	\$400.00

- II. The fees for connecting a meter to a line that has been pre-stubbed at no expense to the City shall be based on meter size, and are as follows:

1 Inch	\$ 260.00
1-1/2 Inch	\$ 645.00
2 Inch	\$ 710.00
4 Inch or larger	\$1,300.00

- III. The fee for the installation, by the City, of taps on existing water mains for the connection of new water mains are as follows:

Existing Main Size (inches)	New Main Size (inches)	Connection Fee
6	4	\$ 840.00
6	6	\$ 935.00
8	4	\$ 870.00
8	6	\$ 920.00
8	8	\$1,105.00
10	4	\$ 835.00
10	6	\$ 945.00
10	8	\$1,085.00
10	10	\$1,440.00

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12	4	\$ 970.00
12	6	\$1,050.00
12	8	\$1,170.00
12	10	\$1,465.00
12	12	\$1,725.00

ALL SERVICES

600

692

TARIFF

SECTION NO.

SHEET NO.

WATER RATE SCHEDULES

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change effective 3/19/1998)

Note: The fees established herein do not include cost for boring and casing, if required. Costs for boring and casing will be added to these fees based on actual cost.

Note: A water service installation that requires removal of pavement in a TxDOT right-of-way will be charged at the actual cost of work performed or incurred by the City. An owner may choose to hire a contractor to install the service at their own cost and the City will inspect the work to determine if the water service installation complies with the City's specifications. If an owner chooses to hire a contractor to install the service, the work must be completed in compliance with the City's specifications (or approved) alternatives, as determined by the City, in its sole discretion, after inspection of the work. The final pavement repair must be performed immediately upon completion of the water service installation.

IV. Miscellaneous Water Service Fees:

The fee for installation of one or more fire hydrants shall be based on actual cost.

The fee for replacing a 1" curb stop damaged by other than City personnel - \$95.00. Replacement of curb stops larger than 1" will be charged at actual cost.

The fee for moving meter at customer's request shall be as follows:

Meter Size	Moving Meter up to Fifteen (15) Feet	Moving Meter between Fifteen (15) and Thirty (30) Feet
1 Inch	\$225.00	\$365.00
1 1/2 Inch	\$285.00	\$430.00
2 Inch	\$315.00	\$460.00

Note: Moving meters larger than 2" will be charged at actual cost.

The fee for raising or adjusting a meter at customer's request shall be as follows:

Meter Size	Fee
1 Inch	\$ 70.00
1 1/2 Inch	\$210.00
2 Inch	\$270.00

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CITY OF BRENHAM

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

Note: Raising or adjusting meters larger than 2" will be charged at actual cost.

The fee for installing or extending a water mainline from an existing tap to the property line shall be based on actual cost.

The fee for changing meter size shall be based on the following:

Downsizing a 2", 1 ½" and 1" meter - \$50.00

ALL SERVICES TARIFF	600 SECTION NO.	693 SHEET NO.
WATER RATE SCHEDULES SECTION TITLE	OCTOBER 1, 2021 EFFECTIVE DATE	
	(Supersedes Rate Change effective 3/19/98)	

Downsizing a 3" and larger meter - \$300.00

Note: When an existing meter is changed to a larger size and a new tap and service line are required, the fee shall be the same as for a new connection of the same size.

The fee for setting a fire hydrant meter shall be \$200.00 and requires a \$300.00 deposit.

The fee for turning water service off/on for repairs at customer request shall be \$50.00 plus \$25.00 additional if done after regular business hours (regular business hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays).

The fees for services not specifically addressed in this tariff will be charged in the amount of the actual cost of performing the service.

- V. Replacement of water taps due to deterioration. Water tap deterioration will be determined by the City based on standards set by the Texas Commission on Environmental Quality, or its successor agency and the edition of the International Plumbing Code, as amended, in effect at the time of the determination, for minimum residual pressure and flow.

All Taps	No Charge
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CHARACTER OF SERVICE

Facilities provided under this rate will consist of the installation of an appropriate size corporation stop or tapping saddle, installation of an appropriate size angle meter stop or gate valve, installation of an appropriate size meter, installation of a meter box, and the installation of a sufficient amount of an appropriate size service line to allow the placement of the meter at or near the customer's property line.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations as may be amended from time to time.

EXHIBIT "A"

CITY OF BRENHAM

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

2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. In the event a customer desires to increase the size of an existing service, the cost of such enlargement will be equal to the cost of the installation of the new size of service.

ALL SERVICES	600	694
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	APRIL 1, 2012	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 3/19/98)	

RECLAIMED WHOLESALE WATER

RATE SCHEDULE W-R

APPLICABILITY

This rate is applicable to all customers that receive Type 1 Reclaimed Water to be used for industrial and manufacturing processing, residential irrigation, irrigation for urban or rural uses, food crops, municipality-owned right-of-way, fire protection, maintenance of off-channel impoundments, toilet flush water, dust control, road construction, construction activities and process water.

AVAILABILITY

This rate is available to all customers who enter into a Reclaimed Water Use Agreement, pay the applicable deposit, and receive Type 1 Reclaimed Water at the Reclaimed Water Station located at 2005 Old Chappell Hill Rd.

RATES

\$4.00 per 1,000 gallons

MINIMUM CHARGES

No minimum charge.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

600

695

TARIFF

SECTION NO.

SHEET NO.

WATER RATE SCHEDULES

APRIL 1, 2012

SECTION TITLE

EFFECTIVE DATE

at the City's offices or other approved payment location on or before the due date, the customer's deposit will be forfeited and the City may, at its sole option, terminate services and the Reclaimed Water Use Agreement, according to its terms.

CHARACTER OF SERVICE

Reclaimed water supplied under this rate schedule is Type 1 Reclaimed Water produced at the Brenham Wastewater Treatment Plant that is authorized and approved for re-sale by the Texas Commission on Environmental Quality. (Authorization # R10388001)

(Supersedes Rate Change effective 3/19/98)

SPECIAL CONDITIONS OF SERVICE

1. Where service is rendered from the Reclaimed Bulk Water Station, the customer will be required to pay an initial deposit of three hundred dollars (\$300.00). The customer will also be required to sign a Reclaimed Water Use Agreement prior to usage of the station. The station will have 24-hour access and will be controlled through individual pin codes per account that are distributed upon compliance with the above requirements.
2. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
3. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.



Water Rates

	Current	Proposed
Residential Inside		
Minimum Charge	\$ 17.92	\$ 20.75
Volumetric Charge (per 1,000 gallons)		
0-3,000	\$ -	\$ -
3,001-10,000	3.93	4.55
10,001-25,000	4.92	5.70
>25,000	6.15	7.12
Residential Outside		
Minimum Charge	\$ 20.60	\$ 23.86
Volumetric Charge (per 1,000 gallons)		
0-3,000	\$ -	\$ -
3,001-10,000	4.52	5.23
10,001-25,000	5.66	6.56
>25,000	7.07	8.19
Commercial Inside		
Minimum Charge	\$ 17.92	\$ 20.23
Volumetric Charge (per 1,000 gallons)		
0-3,000	\$ -	\$ -
3,001-10,000	2.46	2.78
10,001-25,000	3.08	3.48
>25,000	3.85	4.35
Commercial Outside		
Minimum Charge	\$ 20.60	\$ 23.26
Volumetric Charge (per 1,000 gallons)		
0-3,000	\$ -	\$ -
3,001-10,000	2.84	3.20
10,001-25,000	3.55	4.00
>25,000	4.43	5.00
Irrigation Inside		
Minimum Charge	\$ -	\$ -
Volumetric Charge (per 1,000 gallons)		
0-3,000	\$ 4.25	\$ 4.92
3,001-10,000	4.25	4.92
10,001-25,000	5.31	6.15
>25,000	6.65	7.70
Irrigation Outside		
Minimum Charge	\$ -	\$ -
Volumetric Charge (per 1,000 gallons)		
0-3,000	\$ 4.89	\$ 5.66
3,001-10,000	4.89	5.66
10,001-25,000	6.10	7.07
>25,000	7.63	8.86
Meter on Fire Hydrant		
Minimum Charge	\$ 17.92	\$ 20.23
Volumetric Charge (per 1,000 gallons)		
0-3,000	\$ -	\$ -
3,001-10,000	5.21	5.56
10,001-25,000	6.51	6.96
>25,000	8.14	8.70



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule for the City of Brenham Gas System

Meeting Type: Regular Meeting-August 19, 2021

Department: Public Utilities

Staff Contact: Donald Reese

Classification: Regular

SUMMARY STATEMENT:

On February 18, 2021, Council approved a consulting agreement between the City and NewGen Strategies and Solutions, LLC to conduct a rate study to evaluate the City's Electric, Gas, Water and Wastewater rates.

Since that time, representatives from NewGen have worked closely with City staff to analyze the City's current rate structures, revenues, expenses, and other financial data to see where the City's rates should be. That data, along with proposed rate increases, was presented to Council at previous budget workshops. Council directed staff to come back with options that reduced the proposed rate increases so as not to be overly burdensome to residents and businesses.

This ordinance, if approved, would increase the gas rate tariffs as detailed in the attached Gas Rate Handout and would bring approximately \$168,333 in additional revenue annually.

ATTACHMENTS:

- (1) Ordinance for First Reading
- (2) Exhibit A to Ordinance
- (3) Redline Showing Changes
- (4) Gas Rates

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Ordinance on its first reading amending the Rate Tariff Schedule for the City of Brenham Gas System.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GAS RATE TARIFF SCHEDULES FOR GAS SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE:

WHEREAS, the City Council for the City of Brenham, Texas ("City Council") deems it necessary to change the rates charged for gas services to its customers in order to provide for conditions of utility service which promote health, safety, and welfare of the citizens of Brenham, Texas.

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 Gas Rate Schedules for electric services 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 and after October 1, 2021.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after October 1, 2021.

PASSED AND APPROVED, on its first reading this the ____ day of _____, 2021.

PASSED AND APPROVED, on its second reading this the ____ day of _____, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"

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

ALL SERVICES	500	510
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES		
SECTION TITLE	OCTOBER 1, 2021	
	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

RESIDENTIAL SERVICE - URBAN

RATE SCHEDULE G - APPLICABILITY

This rate is applicable to all residential customers whose maximum gas requirements are equal or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System

AVAILABILITY

This rate is available to all residential customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$11.24
Distribution Charge	Charge for distribution service	\$2.598 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

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

ALL SERVICES	500	511
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/01/2014)

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

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

ALL SERVICES	500	520
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

SMALL COMMERCIAL SERVICE - URBAN

RATE SCHEDULE G - FAPPLICABILITY

This rate is applicable to all small commercial customers whose maximum gas requirements are equal or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System

AVAILABILITY

This rate is available to all small commercial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$11.24
Distribution Charge	Charge for distribution service	\$2.598 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

- In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
- In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

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

ALL SERVICES	500	521
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

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

ALL SERVICES	500	530
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

LARGE COMMERCIAL AND SMALL INDUSTRIAL SERVICE – URBAN

RATE SCHEDULE G-B

APPLICABILITY

This rate is applicable to all commercial and industrial customers whose maximum gas requirements are in excess of 350 cubic feet per hour.

AVAILABILITY

This rate is available to all commercial and industrial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$63.23
Distribution Charge	Charge for distribution service	\$1.766 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

- In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
- In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

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

ALL SERVICES	500	531
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

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

ALL SERVICES	500	540
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

LARGE INDUSTRIAL SERVICE - URBAN
RATE SCHEDULE G-C

APPLICABILITY

This rate is applicable to all industrial customers whose annual gas requirements are in excess of 36,500 MCF.

AVAILABILITY

This rate is available to all large industrial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$61.88
Distribution Charge	Charge for distribution service	\$1.612 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

- In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
- In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

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

ALL SERVICES	500	541
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

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

ALL SERVICES	500	550
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

RESIDENTIAL - RURAL

RATE SCHEDULE G - D

APPLICABILITY

This rate is applicable to all residential customers whose maximum gas requirements are equal to or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System.

AVAILABILITY

This rate is available to all residential customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$12.93
Distribution Charge	Charge for distribution service	\$3.040 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

- In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
- In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

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

ALL SERVICES	500	551
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

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

ALL SERVICES	500	560
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

SMALL COMMERCIAL - RURAL

RATE SCHEDULE G – G

APPLICABILITY

This rate is applicable to all small commercial customers whose maximum gas requirements are equal to or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System.

AVAILABILITY

This rate is available to all small commercial customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$12.93
Distribution Charge	Charge for distribution service	\$3.040 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

- In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
- In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

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

ALL SERVICES	500	561
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

TERMS OF PAYMENT

The bills rendered under this schedule are net and will be increased by 10% if not paid within 15 days from the date of the bill.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service

EXHIBIT "A"

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

ALL SERVICES	500	570
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/01/2014)

GOVERNMENTAL SERVICE

RATES SCHEDULE G - E

APPLICABILITY

This rate is applicable to all governmental gas customers.

AVAILABILITY

This rate is available to the Brenham Independent School District, Washington County, Washington County (Blinn) Junior College, State of Texas, United States Government, and all departments, divisions, or branches of the City of Brenham, Texas, that are under the direct control of the City Council of said City.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$63.23
Distribution Charge	Charge for distribution service	\$1.465 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

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

ALL SERVICES	500	571
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
 2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
 3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance to the City's tapping policy in effect at the time of the service tap.
 4. The City will provide and install a meter to measure the quality of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
- A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

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

ALL SERVICES	500	580
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

LARGE COMMERCIAL AND SMALL INDUSTRIAL SERVICE - RURAL

RATE SCHEDULE G-H

APPLICABILITY

This rate is applicable to all rural commercial and industrial customers whose maximum gas requirements are in excess of 350 cubic feet per hour.

AVAILABILITY

This rate is available to all commercial and industrial customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$72.71
Distribution Charge	Charge for distribution service	\$2.066 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

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

ALL SERVICES	500	581
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

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

ALL SERVICES	500	590
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

GAS TAPPING SERVICE

RATE SCHEDULE G-K

APPLICABILITY

This rate is applicable to the installation of service taps, service lines and gas meters for residential, commercial, and/or industrial customers.

AVAILABILITY

This rate is available to all customers or prospective customers of the City's gas system.

RATES

1 Inch	Service Tap, Service Line, Meter and Regulator	\$ 140.00
1-1/2 Inch	Service Tap, Service Line, Meter and Regulator	140.00
2 Inch	Service Tap, Service Line, Meter and Regulator	175.00
4 Inch	Service Tap, Service Line, Meter and Regulator	Actual cost of installation including but not limited to costs, materials, Labor, and equipment overhead.

TERMS OF PAYMENT

Fees of one (1) inch to two (2) inches in size, must be paid in advance. Advance payments, based on estimated cost of taps four (4) inches or larger in size, shall be made prior to commencement of work by the City. If the amount of advance payment is in excess of actual cost of installation, the amount of overpayment will be refunded. If the amount of advance payment is less than the actual cost of the installation, the customer will be required to remit the amount of the shortage.

CHARACTER OF SERVICE

Facilities provided under this rate will consist of the installation of an appropriate size cut-off valve, installation of an appropriate size meter and regulator, and the installation of a sufficient amount of appropriate size service line to allow line extension to or near the customer's property line.

EXHIBIT "A"

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

ALL SERVICES	500	591
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. In the event a customer desires to increase the size of an existing service and it is agreeable with the City, the cost of such enlargement will be equal to the cost of installation of the new size of service.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.

EXHIBIT "A"

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

ALL SERVICES	500	595
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES		
	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

GAS COST ADJUSTMENT CHARGE

A large part of a customer's gas bill is the cost of the natural gas commodity consumed. Costs reflect the City's cost of purchasing gas and transporting it via pipeline to City gates. The City of Brenham does not mark-up or earn a profit on the sale of natural gas commodity acquired on behalf of customers.

The Commodity Charge on the Gas Rate Tariff is a fixed estimate of natural gas commodity cost per mcf. Since the wholesale price of natural gas is unregulated, it fluctuates with market conditions. The Gas Cost Adjustment Charge (GCA) is a mechanism for reconciling the fixed Commodity Charge to actual market price. The GCA is strictly used to cover and recover gas commodity supply and transport costs.

Since gas commodity prices fluctuate, the GCA is reviewed and may be adjusted monthly. There are both prospective and retrospective elements in the GCA calculation. The largest portion of the GCA, the retrospective portion, represents the City's best estimate of its natural gas costs for the next period based on market prices and costs identified within gas supply and transport agreements.

Estimates used in the retrospective portion of the GCA calculation create over/under cost variances. The prospective portion of the GCA provides for a look-back to prior period with determination of over or under estimation of costs for that prior period. A "true-up" is then used reduce the cost variances and ensure that customers pay no more or no less for gas than the City's actual costs.

Outstanding over/under gas commodity cost variances are maintained in the accounting system in a separate fund from gas distribution operations. Any outstanding over/under gas commodity balances at fiscal yearend are reported in the Comprehensive Annual Financial Report on the Statement of Net Position as Deferred Inflows or Deferred Outflows for the Gas Fund.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

510

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

Deleted: 14

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

Deleted: 3

RESIDENTIAL SERVICE - URBAN

RATE SCHEDULE G - APPLICABILITY

This rate is applicable to all residential customers whose maximum gas requirements are equal or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System

AVAILABILITY

This rate is available to all residential customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$11.24
Distribution Charge	Charge for distribution service	\$2.598 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

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MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

511

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

Deleted: 14

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

Deleted: 3

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

520

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

Deleted: 14

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

Deleted: 3

SMALL COMMERCIAL SERVICE - URBAN

RATE SCHEDULE G - FAPPLICABILITY

This rate is applicable to all small commercial customers whose maximum gas requirements are equal or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System

AVAILABILITY

This rate is available to all small commercial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$11.24
Distribution Charge	Charge for distribution service	\$2.598 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

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MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

- In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
- In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	500	521
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

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Deleted: 3

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

530

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

Deleted: 14

Deleted: 3

LARGE COMMERCIAL AND SMALL INDUSTRIAL SERVICE – URBAN

RATE SCHEDULE G-B

APPLICABILITY

This rate is applicable to all commercial and industrial customers whose maximum gas requirements are in excess of 350 cubic feet per hour.

AVAILABILITY

This rate is available to all commercial and industrial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$63.23
Distribution Charge	Charge for distribution service	\$1.766 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

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MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

- In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
- In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

531

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

Deleted: 14

Deleted: 3

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

540

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

Deleted: 14

Deleted: 3

LARGE INDUSTRIAL SERVICE - URBAN

RATE SCHEDULE G-C

APPLICABILITY

This rate is applicable to all industrial customers whose annual gas requirements are in excess of 36,500 MCF.

AVAILABILITY

This rate is available to all large industrial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$61.88
Distribution Charge	Charge for distribution service	\$1.612 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

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MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

- In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
- In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

541

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

Deleted: 14

Deleted: 3

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

550

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

Deleted: 14

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RESIDENTIAL - RURAL

RATE SCHEDULE G - D

APPLICABILITY

This rate is applicable to all residential customers whose maximum gas requirements are equal to or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System.

AVAILABILITY

This rate is available to all residential customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$12.93
Distribution Charge	Charge for distribution service	\$3.040 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

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MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

- In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
- In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

551

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

Deleted: 14

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TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

560

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

Deleted: 14

Deleted: 3

SMALL COMMERCIAL - RURAL

RATE SCHEDULE G – G

APPLICABILITY

This rate is applicable to all small commercial customers whose maximum gas requirements are equal to or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System.

AVAILABILITY

This rate is available to all small commercial customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$12.93
Distribution Charge	Charge for distribution service	\$3.040 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

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MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

561

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

Deleted: 14

Deleted: 3

TERMS OF PAYMENT

The bills rendered under this schedule are net and will be increased by 10% if not paid within 15 days from the date of the bill.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

570

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

Deleted: 14

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GOVERNMENTAL SERVICE

RATES SCHEDULE G - E

APPLICABILITY

This rate is applicable to all governmental gas customers.

AVAILABILITY

This rate is available to the Brenham Independent School District, Washington County, Washington County (Blinn) Junior College, State of Texas, United States Government, and all departments, divisions, or branches of the City of Brenham, Texas, that are under the direct control of the City Council of said City.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$63.23
Distribution Charge	Charge for distribution service	\$1.465 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

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MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

- In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
- In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

571

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

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TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
 2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
 3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance to the City's tapping policy in effect at the time of the service tap.
 4. The City will provide and install a meter to measure the quality of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
- A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

580

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

Deleted: 14

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

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LARGE COMMERCIAL AND SMALL INDUSTRIAL SERVICE - RURAL

RATE SCHEDULE G-H

APPLICABILITY

This rate is applicable to all rural commercial and industrial customers whose maximum gas requirements are in excess of 350 cubic feet per hour.

AVAILABILITY

This rate is available to all commercial and industrial customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$72.71
Distribution Charge	Charge for distribution service	\$2.066 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

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MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

581

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2014)

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TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.
5. A special service charge of \$20 will be made for any requested summer disconnection and winter reconnection of gas service.
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	500	590
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2014	
SECTION TITLE	EFFECTIVE DATE	

GAS TAPPING SERVICE

RATE SCHEDULE G-K

APPLICABILITY

This rate is applicable to the installation of service taps, service lines and gas meters for residential, commercial, and/or industrial customers.

AVAILABILITY

This rate is available to all customers or prospective customers of the City's gas system.

RATES

1 Inch	Service Tap, Service Line, Meter and Regulator	\$ 140.00
1-1/2 Inch	Service Tap, Service Line, Meter and Regulator	140.00
2 Inch	Service Tap, Service Line, Meter and Regulator	175.00
4 Inch	Service Tap, Service Line, Meter and Regulator	Actual cost of installation including but not limited to costs, materials, Labor, and equipment overhead.

TERMS OF PAYMENT

Fees of one (1) inch to two (2) inches in size, must be paid in advance. Advance payments, based on estimated cost of taps four (4) inches or larger in size, shall be made prior to commencement of work by the City. If the amount of advance payment is in excess of actual cost of installation, the amount of overpayment will be refunded. If the amount of advance payment is less than the actual cost of the installation, the customer will be required to remit the amount of the shortage.

CHARACTER OF SERVICE

Facilities provided under this rate will consist of the installation of an appropriate size cut-off valve, installation of an appropriate size meter and regulator, and the installation of a sufficient amount of appropriate size service line to allow line extension to or near the customer's property line.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES

500

591

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2014

SECTION TITLE

EFFECTIVE DATE

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. In the event a customer desires to increase the size of an existing service and it is agreeable with the City, the cost of such enlargement will be equal to the cost of installation of the new size of service.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer. However, it shall be the responsibility of the customer to provide a meter loop built to City specifications at a location to be specified by the City.

EXHIBIT "A"

CITY OF BRENHAM

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

ALL SERVICES	500	595
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES		
	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2014)	

GAS COST ADJUSTMENT CHARGE

A large part of a customer's gas bill is the cost of the natural gas commodity consumed. Costs reflect the City's cost of purchasing gas and transporting it via pipeline to City gates. The City of Brenham does not mark-up or earn a profit on the sale of natural gas commodity acquired on behalf of customers.

The Commodity Charge on the Gas Rate Tariff is a fixed estimate of natural gas commodity cost per mcf. Since the wholesale price of natural gas is unregulated, it fluctuates with market conditions. The Gas Cost Adjustment Charge (GCA) is a mechanism for reconciling the fixed Commodity Charge to actual market price. The GCA is strictly used to cover and recover gas commodity supply and transport costs. Since gas commodity prices fluctuate, the GCA is reviewed and may be adjusted monthly. There are both prospective and retrospective elements in the GCA calculation. The largest portion of the GCA, the retrospective portion, represents the City's best estimate of its natural gas costs for the next period based on market prices and costs identified within gas supply and transport agreements.

Estimates used in the retrospective portion of the GCA calculation create over/under cost variances. The prospective portion of the GCA provides for a look-back to prior period with determination of over or under estimation of costs for that prior period. A "true-up" is then used reduce the cost variances and ensure that customers pay no more or no less for gas than the City's actual costs.

Outstanding over/under gas commodity cost variances are maintained in the accounting system in a separate fund from gas distribution operations. Any outstanding over/under gas commodity balances at fiscal yearend are reported in the Comprehensive Annual Financial Report on the Statement of Net Position as Deferred Inflows or Deferred Outflows for the Gas Fund.

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Deleted: In addition to the appropriate base rate charge, each customer shall pay a Gas Cost Adjustment Charge to recover those costs of purchasing gas on a wholesale basis, which exceed the allowance provided for the cost of gas within the base rates. The Gas Cost Adjustment Charge shall be computed by multiplying the MCF consumed by a gas cost adjustment factor computed in accordance with the following calculations:¶

¶ The city gate rate rate increase or decrease applicable to current billing month sales shall be estimated to the nearest \$0.0001 per MCF based upon:¶

¶ The city gate rate estimated to be applicable to volumes purchased during the current calendar month, expressed to the nearest \$0.0001 per MCF (shown below as "Estgas") less¶

¶ The base city gate rate of \$5.00 per MCF, multiplied by¶

¶ A volume factor based on the ratio of adjusted purchased volumes divided by adjusted sales volumes for the previous fiscal year (shown as "Volfac").¶

¶ Correction of the estimated adjustment determined by Item 1 above shall be included as part of the adjustment for the second following billing month. The correcting factor (shown below as "Corfac") shall be expressed to the nearest \$0.0001 per MCF based upon:¶

¶ The corrected adjustment amount based upon the actual city gate rate, less¶

¶ The estimated adjustment amount billed under Item 1 above, divided by¶

¶ Distribution system sales (in MCF) recorded on the City's books during the prior year for the month that the correction is included as part of the adjustment.¶

¶ In summary, the gas cost adjustment (GCA) shall be determined to the nearest \$0.0001 per MCF by Item 1 and Item 2 as follows:¶

¶ $GCA = [("Volfac") \times (("Estgas" - \$5.00) + "Corfac")] \text{¶}$



Gas Rates

	Current	Proposed
Residential (Urban)		
Minimum Charge	\$ 10.00	\$ 11.24
Volumetric Charge (per MCF)		
Source Charge	\$ 5.350	\$ 5.350
Delivery Charge	2.311	2.598
Residential (Rural)		
Minimum Charge	\$ 11.50	\$ 12.93
Volumetric Charge (per MCF)		
Source Charge	\$ 5.350	\$ 5.350
Delivery Charge	2.710	3.040
Small Commercial (Urban)		
Minimum Charge	\$ 10.00	\$ 11.24
Volumetric Charge (per MCF)		
Source Charge	\$ 5.350	\$ 5.350
Delivery Charge	2.311	2.598
Small Commercial (Rural)		
Minimum Charge	\$ 11.50	\$ 12.93
Volumetric Charge (per MCF)		
Source Charge	\$ 5.350	\$ 5.350
Delivery Charge	2.710	3.040
Large Commercial (Urban)		
Minimum Charge	\$ 56.25	\$ 63.23
Volumetric Charge (per MCF)		
Source Charge	\$ 5.350	\$ 5.350
Delivery Charge	1.571	1.766
Large Commercial & Small Industrial (Rural)		
Minimum Charge	\$ 64.69	\$ 72.71
Volumetric Charge (per MCF)		
Source Charge	\$ 5.350	\$ 5.350
Delivery Charge	1.859	2.066
Large Industrial (Urban)		
Minimum Charge	\$ 56.25	\$ 61.88
Volumetric Charge (per MCF)		
Source Charge	\$ 5.350	\$ 5.350
Delivery Charge	1.465	1.612
Governmental		
Minimum Charge	\$ 56.25	\$ 63.23
Volumetric Charge (per MCF)		
Source Charge	\$ 5.350	\$ 5.350
Delivery Charge	1.303	1.465



Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule for the City of Brenham Electric System

Meeting Type: Regular Meeting-August 19, 2021

Department: Public Utilities

Staff Contact: Donald Reese

Classification: Regular

SUMMARY STATEMENT:

On February 18, 2021, Council approved a consulting agreement between the City and NewGen Strategies and Solutions, LLC to conduct a rate study to evaluate the City's Electric, Gas, Water and Wastewater rates.

Since that time, representatives from NewGen have worked closely with City staff to analyze the City's current rate structures, revenues, expenses, and other financial data to see where the City's rates should be. That data, along with proposed rate increases, was presented to Council at previous budget workshops. Council directed staff to come back with options that reduced the proposed rate increases so as not to be overly burdensome to residents and businesses.

This ordinance, if approved, would increase the electric rate tariffs as detailed in the attached Electric Rate Handout and would bring approximately \$248,668 in additional revenue annually.

ATTACHMENTS:

- (1) Ordinance for First Reading
- (2) Exhibit A to Ordinance
- (3) Redline Showing Changes
- (4) Electric Rates

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Ordinance on its first reading amending the Rate Tariff Schedule for the City of Brenham Electric System.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ELECTRIC RATE TARIFF SCHEDULES FOR ELECTRIC SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE:

WHEREAS, the City Council for the City of Brenham, Texas ("City Council") deems it necessary to change the rates charged for electric services to its customers in order to provide for conditions of utility service which promote health, safety, and welfare of the citizens of Brenham, Texas.

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 Electric Rate Schedules for electric services 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 and after October 1, 2021.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after October 1, 2021.

PASSED AND APPROVED, on its first reading this the ____ day of _____, 2021.

PASSED AND APPROVED, on its second reading this the ____ day of _____, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

“EXHIBIT A”

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

ALL SERVICES	400	410
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

RESIDENTIAL SERVICE
RATE SCHEDULES E-A and E-AO

APPLICABILITY

This rate is applicable to all individually metered single-phase residential dwelling units receiving electric service used solely for residential purposes through a permanent meter installation.

AVAILABILITY

This rate is available to all residential customers of the City of Brenham.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving single phase service	\$ 13.00
Wires Charge	Charge for distribution service	\$ 0.02828/ KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	As needed

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the monthly charges, each customer shall be billed for all taxes applicable to the sale of electricity.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	411
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be single phase, 120/240 volt, 60 cycle alternating current delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.

“EXHIBIT A”

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

ALL SERVICES	400	412
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

RESIDENTIAL SERVICE
RATE SCHEDULES E-B and E-BO

APPLICABILITY

This rate is applicable to all individually metered three phase residential dwelling units receiving electric service used solely for residential purposes through a permanent meter installation.

AVAILABILITY

This rate is available to all residential customers of the City of Brenham.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 22.43
Wires Charge	Charge for distribution service	\$ 0.02828/ KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the monthly charges, each customer shall be billed for all taxes applicable to the sale of electricity.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

“EXHIBIT A”

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

ALL SERVICES	400	413
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be three phase, 120/240 volt, 60 cycle alternating current delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.

“EXHIBIT A”

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

ALL SERVICES	400	420
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

SMALL GENERAL SERVICE

RATE SCHEDULE E-C

APPLICABILITY

This rate is applicable to customers receiving single phase electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are less than thirty (30) kilowatts of maximum demand. If the customer establishes a maximum demand of thirty (30) kilowatts or more, the monthly billing will be calculated under the Large General Service Rate Schedule and will continue to be so calculated under such rate schedule until the customer establishes monthly demands for each of eleven (11) consecutive monthly billing periods of less than thirty (30) kilowatts.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving single phase service	\$ 16.77
Wires Charge	Charge for distribution service	\$ 0.02749/ KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the monthly charges, the customer shall be billed for all taxes applicable to the sale of electricity.

“EXHIBIT A”

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

“EXHIBIT A”

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

ALL SERVICES	400	421
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall normally be single phase, 120/240 volt, 60 cycle alternating current delivered at a single point of service to be designated by the City.

SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the non-coincident peak KW demand is less than 0.95.

The power factor penalty shall be calculated by increasing the measured billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

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

ALL SERVICES	400	422
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

SMALL GENERAL SERVICES

RATE SCHEDULE E-D

APPLICABILITY

This rate is applicable to customers receiving three phase electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are less than thirty (30) kilowatts of maximum demand. If the customer establishes maximum demand of thirty (30) kilowatts or more, the monthly billing will be calculated under the Large General Service Rate Schedule and will continue to be so calculated under such rate schedule until the customer establishes monthly demands for each of eleven (11) consecutive monthly billing periods of less than thirty (30) kilowatts.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 29.13
Wires Charge	Charge for distribution service	\$ 0.02749/ KWh
Energy Charge	Charge for energy supply and transmission cost	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the monthly charges, the customer shall be billed for all taxes applicable to the sale of electricity.

“EXHIBIT A”

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

“EXHIBIT A”

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

ALL SERVICES	400	423
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall normally be three phase, 120/240 volt, 60 cycle alternating current delivered at a single point of service to be designated by the City.

SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the non-coincident peak KW demand is less than 0.95.

The power factor penalty shall be calculated by increasing the measured billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

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

ALL SERVICES	400	430
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

LARGE GENERAL SERVICE

RATE SCHEDULE E-E

APPLICABILITY

This rate is applicable to customers receiving single phase electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are equal to or in excess of thirty (30) kilowatts of maximum demand during any month during any twelve (12) month period, but whose electric requirements do not exceed three hundred (300) kilowatts of maximum demand during any month during any twelve month period. If the customer establishes a maximum demand of three hundred (300) kilowatts or more, the monthly billing will be calculated under the Small Industrial Rate Schedule and will continue to be so calculated under such rate schedule until the customer establishes monthly demands for each of eleven (11) consecutive monthly billing periods of less than three hundred (300) kilowatts.

MONTHLY BASE RATES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving single phase service	\$ 44.96
Wires Charge	Charge for transmission and distribution service	\$ 0.01866/ KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

1. In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity

“EXHIBIT A”

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

ALL SERVICES	400	431
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

2. If ownership or operation of a facility changes, the new customer shall assume the prior billing history and the account shall remain in the pre-existing rate category. The new customer shall not be billed under the Small General Service Rate until the facilities receiving service have established billing KW demand below thirty (30) KW for eleven (11) consecutive months, unless the customer can demonstrate that the characteristic of service has changed.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60 cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/240 volts	single phase
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SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the non-coincident peak KW demand is less than 0.95.

The power factor penalty shall be calculated by increasing the measured billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

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

ALL SERVICES	400	432
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

LARGE GENERAL SERVICE

RATE SCHEDULE E-F

APPLICABILITY

This rate is applicable to customers receiving three phase electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are equal to or in excess of thirty (30) kilowatts of maximum demand during any month during any twelve (12) month period, but whose electric requirements do not exceed three hundred (300) kilowatts of maximum demand during any month during any twelve month period. If the customer establishes a maximum demand of three hundred (300) kilowatts or more, the monthly billing will be calculated under the Small Industrial Rate Schedule and will continue to be so calculated under such rate schedule until the customer establishes monthly demands for each of eleven (11) consecutive monthly billing periods of less than three hundred (300) kilowatts.

MONTHLY BASE RATES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 78.39
Wires Charge	Charge for transmission and distribution service	\$ 0.01866KWh
Energy Charge	Charge for energy supply and transmission cost	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

1. In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity.

“EXHIBIT A”

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

ALL SERVICES	400	433
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

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2. If ownership or operation of a facility changes, the new customer shall assume the prior billing history and the account shall remain in the pre-existing rate category. The new customer shall not be billed under the Small General Service Rate until the facilities receiving service have established billing KW demand below thirty (30) KW for eleven (11) consecutive months, unless the customer can demonstrate that the characteristic of service has changed.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60-cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/208	volts, three phase
120/240	volts, three phase
240/480	volts, three phase
277/480	volts, three phase
7200/12470	volts, three phase

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the non-coincident peak KW demand is less than 0.95.

The power factor penalty shall be calculated by increasing the measured billing demand such that corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

“EXHIBIT A”

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any discretion of the City.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	440
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

SMALL INDUSTRIAL SERVICE

RATE SCHEDULE E-G

APPLICABILITY

This rate is applicable to customers receiving electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers that satisfy the following requirements: (i) electric requirements for all uses which exceed three hundred (300) kilowatts of maximum demand during any month during any twelve (12) month period, but whose requirements do not equal or exceed five thousand (5000) kilowatts of maximum demand at one point of delivery, or at multiple points of delivery to one contiguous facility, and (ii) have annual energy usage of two million (2,000,000) KWh.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 113.18
Distribution Wires Charge	Charge for distribution service	\$ 0.01314/ KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission	Monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	441
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 01/1/20)

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60 cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/208	volts, three phase
120/240	volts, three phase
240/480	volts, three phase
277/480	volts, three phase
7200/12470	volts, three phase

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the coincident peak KW demand period is less than 0.95.

The power factor penalty shall be calculated by increasing the measured coincident peak KW billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	450
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective 01/01/20)		

LARGE INDUSTRIAL SERVICE

RATE SCHEDULE E-H

APPLICABILITY

This rate is applicable to customers receiving electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are equal to or in excess of five thousand (5000) kilowatts of maximum demand at one point of delivery, or at multiple points of delivery to one contiguous facility.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 113.18
Distribution Wires Charge	Charge for distribution service	\$ 0.00924/ KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission	Monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity.

“EXHIBIT A”

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

ALL SERVICES	400	451
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective 01/01/20)		

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60 cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/208	volts, three phase
120/240	volts, three phase
240/480	volts, three phase
277/480	volts, three phase
7200/12470	volts, three phase

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the coincident peak KW demand period is less than 0.95.

The power factor penalty shall be calculated by increasing the measured coincident peak KW billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

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

ALL SERVICES	400	460
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 01/01/20)

**MERCURY VAPOR LUMINARIES
SECURITY LIGHT SERVICE
RATE SCHEDULES E - SL, E-SLO and E-SLT**

APPLICABILITY

This rate is applicable to all unmetered, dusk to dawn lighting where the City's existing facilities are suitable for the installation of necessary fixtures.

AVAILABILITY

This rate is available to all customers of the Municipal Light and Power System.

MONTHLY CHARGES

The monthly bill shall be \$ 13.90 per LUMINARIES.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Service supplied under this schedule shall consist of service to 175 watt, 250 watt, or 400 watt mercury vapor or 110 watt LED luminaries installed on wooden poles with overhead secondary service.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. Mercury vapor luminaries shall be installed on existing facilities of the City at no expense to the customer other than the monthly charge. Should the customer desire additional wooden poles for the purpose of receiving security lighting service, at a maximum spacing not to exceed 125 feet, the poles will be provided at a non-refundable cost of \$75.00 per pole to the customer.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	470
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/08)

STREET LIGHTS

RATE SCHEDULE E - Y

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving the street lighting service	\$15.72
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be \$ 15.72

BILLING ADJUSTMENTS

In addition to the base charges, customer shall be billed for all taxes applicable to the sale of electricity excluding gross receipts taxes.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

SPECIAL CONDITION OF SERVICE

Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	485
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 01/01/20)	

POWER COST RECOVERY FACTOR

APPLICABILITY

All charges under all rate schedules, with the exception of rate schedule E-SL, may be adjusted (increased or decreased) monthly based upon the calculated Power Cost Recovery Factor (PCRF)

CALCULATION OF POWER COST RECOVERY FACTOR

Wholesale power costs will be passed through with **no** markup. This will be calculated based on actual costs and forecast of future cost and consumption. The goal is to pass all costs through on a fiscal year basis.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

410

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 01/01/20)

RESIDENTIAL SERVICE

RATE SCHEDULES E-A and E-AO

APPLICABILITY

This rate is applicable to all individually metered single-phase residential dwelling units receiving electric service used solely for residential purposes through a permanent meter installation.

AVAILABILITY

This rate is available to all residential customers of the City of Brenham.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving single phase service	\$ <u>13.00</u>
Wires Charge	Charge for distribution service	\$ <u>0.02828</u> / KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	As needed

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the monthly charges, each customer shall be billed for all taxes applicable to the sale of electricity.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

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“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

411

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

~~OCTOBER 1, 2021~~

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective ~~01/01/20~~)

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CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be single phase, 120/240 volt, 60 cycle alternating current delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

412

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 01/01/20)

RESIDENTIAL SERVICE

RATE SCHEDULES E-B and E-BO

APPLICABILITY

This rate is applicable to all individually metered three phase residential dwelling units receiving electric service used solely for residential purposes through a permanent meter installation.

AVAILABILITY

This rate is available to all residential customers of the City of Brenham.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ <u>22.43</u>
Wires Charge	Charge for distribution service	\$ 0.02 <u>828</u> / KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the monthly charges, each customer shall be billed for all taxes applicable to the sale of electricity.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

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"EXHIBIT A"

CITY OF BRENHAM

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

ALL SERVICES

400

413

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

~~OCTOBER~~ 1, 202~~1~~

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective ~~01/01/20~~)

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be ~~three~~ phase, 120/240 volt, 60 cycle alternating current delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.

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“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

420

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

~~OCTOBER 1, 2021~~

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective ~~01/01/20~~)

SMALL GENERAL SERVICE

RATE SCHEDULE E-C

APPLICABILITY

This rate is applicable to customers receiving single phase electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are less than thirty (30) kilowatts of maximum demand. If the customer establishes a maximum demand of thirty (30) kilowatts or more, the monthly billing will be calculated under the Large General Service Rate Schedule and will continue to be so calculated under such rate schedule until the customer establishes monthly demands for each of eleven (11) consecutive monthly billing periods of less than thirty (30) kilowatts.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving single phase service	\$ 16. 77
Wires Charge	Charge for distribution service	\$ 0.02 749 / KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the monthly charges, the customer shall be billed for all taxes applicable to the sale of electricity.

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“EXHIBIT A”

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

421

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 01/01/20)

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CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall normally be single phase, 120/240 volt, 60 cycle alternating current delivered at a single point of service to be designated by the City.

SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the non-coincident peak KW demand is less than 0.95.

The power factor penalty shall be calculated by increasing the measured billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

422

TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective ~~01/01/20~~)

SMALL GENERAL SERVICES

RATE SCHEDULE E-D

APPLICABILITY

This rate is applicable to customers receiving three phase electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are less than thirty (30) kilowatts of maximum demand. If the customer establishes maximum demand of thirty (30) kilowatts or more, the monthly billing will be calculated under the Large General Service Rate Schedule and will continue to be so calculated under such rate schedule until the customer establishes monthly demands for each of eleven (11) consecutive monthly billing periods of less than thirty (30) kilowatts.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 29.13
Wires Charge	Charge for distribution service	\$ 0.02 749 / KWh
Energy Charge	Charge for energy supply and transmission cost	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the monthly charges, the customer shall be billed for all taxes applicable to the sale of electricity.

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“EXHIBIT A”

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

423

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 01/01/20)

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CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall normally be three phase, 120/240 volt, 60 cycle alternating current delivered at a single point of service to be designated by the City.

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SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the non-coincident peak KW demand is less than 0.95.

The power factor penalty shall be calculated by increasing the measured billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

430

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

~~OCTOBER 1, 2021~~

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective ~~01/01/20~~)

LARGE GENERAL SERVICE

RATE SCHEDULE E-E

APPLICABILITY

This rate is applicable to customers receiving single phase electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are equal to or in excess of thirty (30) kilowatts of maximum demand during any month during any twelve (12) month period, but whose electric requirements do not exceed three hundred (300) kilowatts of maximum demand during any month during any twelve month period. If the customer establishes a maximum demand of three hundred (300) kilowatts or more, the monthly billing will be calculated under the Small Industrial Rate Schedule and will continue to be so calculated under such rate schedule until the customer establishes monthly demands for each of eleven (11) consecutive monthly billing periods of less than three hundred (300) kilowatts.

MONTHLY BASE RATES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving single phase service	\$ 44.96
Wires Charge	Charge for transmission and distribution service	\$ 0.01 866 / KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

1. In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity

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“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

431

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 01/01/20)

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2. If ownership or operation of a facility changes, the new customer shall assume the prior billing history and the account shall remain in the pre-existing rate category. The new customer shall not be billed under the Small General Service Rate until the facilities receiving service have established billing KW demand below thirty (30) KW for eleven (11) consecutive months, unless the customer can demonstrate that the characteristic of service has changed.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60 cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/240 volts

single phase

SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the non-coincident peak KW demand is less than 0.95.

The power factor penalty shall be calculated by increasing the measured billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

432

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

~~OCTOBER 1, 2021~~

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective ~~01/01/20~~)

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LARGE GENERAL SERVICE

RATE SCHEDULE E-F

APPLICABILITY

This rate is applicable to customers receiving three phase electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are equal to or in excess of thirty (30) kilowatts of maximum demand during any month during any twelve (12) month period, but whose electric requirements do not exceed three hundred (300) kilowatts of maximum demand during any month during any twelve month period. If the customer establishes a maximum demand of three hundred (300) kilowatts or more, the monthly billing will be calculated under the Small Industrial Rate Schedule and will continue to be so calculated under such rate schedule until the customer establishes monthly demands for each of eleven (11) consecutive monthly billing periods of less than three hundred (300) kilowatts.

MONTHLY BASE RATES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 78.39
Wires Charge	Charge for transmission and distribution service	\$ 0.01866KWh
Energy Charge	Charge for energy supply and transmission cost	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

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MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

1. In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

433

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 01/01/20)

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2. If ownership or operation of a facility changes, the new customer shall assume the prior billing history and the account shall remain in the pre-existing rate category. The new customer shall not be billed under the Small General Service Rate until the facilities receiving service have established billing KW demand below thirty (30) KW for eleven (11) consecutive months, unless the customer can demonstrate that the characteristic of service has changed.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60-cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/208	volts, three phase
120/240	volts, three phase
240/480	volts, three phase
277/480	volts, three phase
7200/12470	volts, three phase

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the non-coincident peak KW demand is less than 0.95.

The power factor penalty shall be calculated by increasing the measured billing demand such that corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

“EXHIBIT A”

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any discretion of the City.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	440
TARIFF	SECTION NO.	SHEET NO.

ELECTRIC RATE SCHEDULE

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SMALL INDUSTRIAL SERVICE

RATE SCHEDULE E-G

APPLICABILITY

This rate is applicable to customers receiving electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers that satisfy the following requirements: (i) electric requirements for all uses which exceed three hundred (300) kilowatts of maximum demand during any month during any twelve (12) month period, but whose requirements do not equal or exceed five thousand (5000) kilowatts of maximum demand at one point of delivery, or at multiple points of delivery to one contiguous facility, and (ii) have annual energy usage of two million (2,000,000) KWh.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 1 13.18
Distribution Wires Charge	Charge for distribution service	\$ 0.01 314 / KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission	Monthly

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MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	441
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective 01/1/20)		

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TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60 cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/208	volts, three phase
120/240	volts, three phase
240/480	volts, three phase
277/480	volts, three phase
7200/12470	volts, three phase

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the coincident peak KW demand period is less than 0.95.

The power factor penalty shall be calculated by increasing the measured coincident peak KW billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

450

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

~~OCTOBER 1, 2021~~

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective ~~01/01/20~~)

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LARGE INDUSTRIAL SERVICE

RATE SCHEDULE E-H

APPLICABILITY

This rate is applicable to customers receiving electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are equal to or in excess of five thousand (5000) kilowatts of maximum demand at one point of delivery, or at multiple points of delivery to one contiguous facility.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 113.18
Distribution Wires Charge	Charge for distribution service	\$ 0.00 924 / KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission	Monthly

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MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	451
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	<u>OCTOBER 1, 2021</u>	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective <u>01/01/20</u>)		

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TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60 cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/208	volts, three phase
120/240	volts, three phase
240/480	volts, three phase
277/480	volts, three phase
7200/12470	volts, three phase

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the coincident peak KW demand period is less than 0.95.

The power factor penalty shall be calculated by increasing the measured coincident peak KW billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

460

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

OCTOBER 1, 2021

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 01/01/20)

**MERCURY VAPOR LUMINARIES
SECURITY LIGHT SERVICE
RATE SCHEDULES E - SL, E-SLO and E-SLT**

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APPLICABILITY

This rate is applicable to all unmetered, dusk to dawn lighting where the City's existing facilities are suitable for the installation of necessary fixtures.

AVAILABILITY

This rate is available to all customers of the Municipal Light and Power System.

MONTHLY CHARGES

The monthly bill shall be \$ 13.90 per LUMINARIES.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Service supplied under this schedule shall consist of service to 175 watt, 250 watt, or 400 watt mercury vapor or 110 watt LED luminaries installed on wooden poles with overhead secondary service.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. Mercury vapor luminaries shall be installed on existing facilities of the City at no expense to the customer other than the monthly charge. Should the customer desire additional wooden poles for the purpose of receiving security lighting service, at a maximum spacing not to exceed 125 feet, the poles will be provided at a non-refundable cost of \$75.00 per pole to the customer.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

470

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

OCTOBER 1, 20~~21~~

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SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective ~~10/01/08~~)

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STREET LIGHTS

RATE SCHEDULE E - Y

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving the street lighting service	\$15. 72
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

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MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be \$ 15.~~72~~

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BILLING ADJUSTMENTS

In addition to the base charges, customer shall be billed for all taxes applicable to the sale of electricity excluding gross receipts taxes.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

SPECIAL CONDITION OF SERVICE

Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES

400

485

TARIFF

SECTION NO.

SHEET NO.

ELECTRIC RATE SCHEDULE

~~OCTOBER~~ 1, 202~~1~~

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective ~~01~~/01/20)

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POWER COST RECOVERY FACTOR

APPLICABILITY

All charges under all rate schedules, with the exception of rate schedule E-SL, may be adjusted (increased or decreased) monthly based upon the calculated Power Cost Recovery Factor (PCRF)

CALCULATION OF POWER COST RECOVERY FACTOR

Wholesale power costs will be passed through with **no** markup. This will be calculated based on actual costs and forecast of future cost and consumption. The goal is to pass all costs through on a fiscal year basis.



Electric Rates

	Current	Proposed
Residential - Single Phase		
Customer Charge	\$12.40	\$13.00
Wires Charge (per KWh)	0.02698	0.02828
Energy Charge (per KWh)	0.075	0.075
Residential - Three Phase		
Customer Charge	\$21.40	\$22.43
Wires Charge (per KWh)	0.02698	0.02828
Energy Charge (per KWh)	0.075	0.075
Small Commercial - Single Phase		
Customer Charge	\$16.00	\$16.77
Wires Charge (per KWh)	0.02623	0.02749
Energy Charge (per KWh)	0.075	0.075
Small Commercial - Three Phase		
Customer Charge	\$27.80	\$29.13
Wires Charge (per KWh)	0.02623	0.02749
Energy Charge (per KWh)	0.075	0.075
Large Commercial - Single Phase		
Customer Charge	\$42.90	\$44.96
Wires Charge (per KWh)	0.01781	0.01866
Energy Charge (per KWh)	0.075	0.075
Large Commercial - Three Phase		
Customer Charge	\$74.80	\$78.39
Wires Charge (per KWh)	0.01781	0.01866
Energy Charge (per KWh)	0.075	0.075
Small Industrial		
Customer Charge	\$108.00	\$113.18
Wires Charge (per KWh)	0.01254	0.01314
Energy Charge (per KWh)	0.075	0.075
Large Industrial		
Customer Charge	\$108.00	\$113.18
Wires Charge (per KWh)	0.00882	0.00924
Energy Charge (per KWh)	0.075	0.075
Street Lights		
Customer Charge	\$15.00	\$15.72
Wires Charge (per KWh)	-	-
Energy Charge (per KWh)	0.075	0.075



Regular City Council
AGENDA ITEM 13.

Agenda Item: Discuss and Possibly Act Upon the Purchase of a Drone for the City of Brenham Police Department Using Seized Narcotic Funds and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-August 19, 2021

Department: Police Department

Staff Contact: Dant Lange

Classification: Regular

SUMMARY STATEMENT:

See attached memo from Captain Lange.

ATTACHMENTS:

- (1) Memo from Captain Lange
- (2) Quotes
- (3) Information/Photos

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve the purchase of a drone for the City of Brenham Police Department from W. S. Darley & Company in the amount of \$7,529.00, using seized narcotic funds, and authorize the Mayor to execute any necessary documentation.



CITY OF BRENHAM POLICE DEPARTMENT

1800 LONGWOOD DRIVE
BRENHAM, TX, 77833



MEMORANDUM

To: Mayor and Council
From: Captain Dant Lange
RE: Request use of Seized Funds for Drone Purchase

The Brenham Police Department is seeking approval from Mayor and Council to use seizure funds for the purchase of a drone. We have obtained three quotes from vendors for the type of drone we believe would best suit our needs, and we are recommending the quote given by Darley in the amount of \$7,529.00 for a Mavic2 Enterprise Advanced. This was the lowest quote. Also, we have conducted research into the product and customer service provided by this vendor along with surveying other first responders and conclude this to be the appropriate selection.

The Mavic2 Enterprise Advanced is equipped with a camera with digital zoom, an infrared camera with digital zoom for night operations, an LED spotlight, and a speaker that the operator can give information or commands to an audience or individual. Run time on one (1) battery is approximately 30 mins depending on weather conditions and which attachment it is carrying. We have an additional four (4) batteries in this quote, with an upgraded multi-bank charger to extend our ability to keep the drone aflight for various missions. The drone also includes the ability for live feed from the cameras to supervisory staff for a better assessment of the scenario(s) we will be involved with.

We currently have one officer, Sergeant Joseph Merkley, who has completed training and received FAA licensing as a Part107 Pilot. We have a second officer, Detective-Corporal Kejan Mehlhorn, in the final stage of obtaining this same licensing. We have policies drafted for the use of this equipment, along with a training regimen to keep those pilots' knowledge and skills current.

We would like to reiterate this request is not to utilize budgeted funds, but rather seizure funds, which are awarded to the agency by the Courts stemming from currency captured as evidence in criminal cases. We believe this demonstrates an opportunity for us to show our community and Council some of the proactive things we are doing and the benefits we obtain through seized funds acquired through the capture and prosecution of those criminals and criminal activity.

We intend to utilize the drone for a variety of purposes such as search and rescue, missing persons who may have wandered off, local event monitoring to assess crowd safety and prevent auto burglaries during those events, traffic concerns during events and/or evacuee traffic passing through our city, tactical scenarios with dangerous individuals, tower inspections that have equipment mounted, and many other beneficial uses that could save time, reduce manpower costs, and avoid putting human life in harm's way.

"NO MAN IS ABOVE THE LAW AND NO MAN IS BELOW IT; NOR DO WE ASK ANY MAN'S
PERMISSION WHEN WE REQUIRE HIM TO OBEY IT." THEODORE ROOSEVELT



City of Brenham, Texas - M2EA (v3)

Quote created on August 4, 2021 - Reference: 20210804-153548816

City of Brenham, Texas
200 West Vulcan Street
Brenham, TX 77833
United States

Joseph Merkley
Sergeant
jmerkley@cityofbrenham.org
(979) 337-1192

Comments

Confidential - This Quote contains proprietary pricing and other confidential information that can not be shared outside of your organization.

This quote includes shipping costs. Changes to quantities or terms may affect shipping costs or discounts.

Customer is responsible for all applicable taxes, unless a tax exemption certificate is provided upon purchase.

Nick Fay - Robotics Customer Service at W. S. Darley & Company



Products & Services

Mavic 2 Enterprise Advanced

1 x \$6,500.00

SKU BN864

In the Box:

- Aircraft -1
- Smart Remote Controller - 1
- Battery Charger -1
- Power Cable -1
- Intelligent Flight Battery -1
- Gimbal Protector - 1
- Propeller (Pair) - 3
- Spare Control Stick (pair) -1
- Communication Cable-USB3.0 Type-C -1
- USB Adapter -1
- Extended Port Cover -1
- Speaker -1
- Spotlight -1
- Beacon-1
- Manual -1
- Hard Case - 1
- Enterprise Shield(warranty) -1

Mavic 2 Enterprise Fly More Kit

1 x \$469.00
278

SKU BN792

Intelligent Flight Batteries × 2
Mavic 2 Car Charger × 1
Battery Charging Hub × 1
Battery to Power Bank Adapter × 1
Low-Noise Propellers × 2 Pairs
Mavic 2 Shoulder Bag × 1

Mavic 2 Enterprise Battery

2 x ~~\$189.00~~

SKU BN795

\$29.00 discount **\$320.00**

DJI Mavic 2 Propeller Guard

1 x ~~\$29.00~~

SKU TMPB07GRVW16P

\$29.00 discount **\$0.00**

Foldable Propeller Guard for the DJI Mavic 2 Enterprise

Mavic 2 PRCS Elite Charger

1 x ~~\$480.00~~

SKU BN823

\$240.00 discount **\$240.00**

Colorado Drone Chargers:

Charges up to 4 batteries and 1 flight controller simultaneously in record time!
Fly all day with our Portable Rapid Charging System (PRCS). Designed to work
with generators, inverters and other "alternate" sources. Features CDC
intelligent charging with current, voltage and temperature management.
Includes add-on to power DJI Battery Charging Hub WCH2 for WB37
CrystalSky/Cendence batteries.

Darley 3ft Landing Pad

1 x ~~\$70.00~~

SKU BN873

\$70.00 discount **\$0.00**

ARC V Cree Strobe Light

1 x ~~\$39.99~~

SKU BN867

\$39.99 discount **\$0.00**

1000 Lumen
IP67 Rated
4 Light Modes - Strobe, Flash, Steady, Flash Strobe
4 SM Range
14 Gram Weight
Multiple Mounting Options

SanDisk 64GB microSD card

2 x ~~\$14.99~~

SKU TMPB07FCMBLV6

\$14.99 discount **\$0.00**

Technical Support Services

1 x \$0.00

Any technical support help, by phone or email. All inquiries are replied to within 24 hours. Service
is guaranteed for the life of any product purchased.

Shipping

1 x \$0.00

UPS Ground shipping. Insured for the value of your order.

One-time discount	\$466.97
One-time subtotal	\$7,529.00
Total	\$7,529.00

This quote expires on December 31, 2021.

Signature

Signature

Date

Printed name

Questions? Contact me



Nick Fay

Robotics Customer Service

nickfay@darley.com

+1 (630) 625-4552



W. S. Darley & Company

325 Spring Lake Dr.

Itasca, IL 60143

US

QUOTE #2

QUOTATION



FIZUAS
2306 FM 1585
Lubbock, Texas
79423, United States
Tel: +1 877-659-6359
Email: fizuas@fizuas.com
Website: <http://shop.fizuas.com>



089

Customer
Joseph Merkley Tax Exempt Mobile: 9793377378 Phone: 9793377378 Email: jmerkley@cityofbrenham.org Address: 1800 Longwood Drive P.O. Box 682 Brenham, TX 77833 Organization: Brenham Police Department

Estimate Number	089
Estimate Date	04 Aug, 2021 8:49 PM

Name	Description	Notes	QTY	Price	Discount	Sales Tax	Total
DJI Mavic 2 Enterprise Advanced (RTK mod sold sep)	Description: 1x DJI Mavic 2 Enterprise Advanced Drone DJI Drone 1x remote control 1x smart battery 1x battery charger 1x power cable 3x pair of propellers 1x spare joystick (pair) 1x USB Type-C cable 1x USB adapter 1x extension slot cover 1x loudspeaker 1x high-power LED spotlight 1x signal LED 1x carrying case		1	\$6500.00	\$0.00	\$0.00	\$6500.00
DJI Mavic 2 Enterprise Flymore Kit Part#1	Description: 2x Intelligent Flight Batteries 1x Mavic 2 Car Charger 1x Battery Charging Hub 1x Battery to Power Bank Adapter 4x Low-Noise Propellers 1x Mavic 2 Shoulder Bag		1	\$469.00	\$0.00	\$0.00	\$469.00
DJI Mavic 2 Enterprise Battery Part#2			2	\$189.00	\$0.00	\$0.00	\$378.00
Colorado Charges DJI Mavic 2 Prcs Elite			1	\$480.00	\$0.00	\$0.00	\$480.00

Terms & Condition

All written quotations of price ("Quote") made by FIZUAS will be valid for a period of thirty calendar (30) days, unless stated otherwise in the quote, from time Quote has been generated by FIZUAS. FIZUAS reserves the right to amend, or withdraw, a Quote if there is

Sub Total	\$7827.00
Discount	\$0.00
Sales Tax	\$0.00

a change in the cost of products. FIZUAS will make every reasonable effort for timely delivery of Quote to customer. FIZUAS under any circumstance will not honor or provide verbal quotations of price.

Total

\$7827.00

Christopher Camelio

Sales Person (On Behalf of FIZUAS)

Visit: shop.fizuas.com * THANK YOU FOR YOUR BUSINESS!



QUOTE #3

QUOTE

Airworx Unmanned Solutions
3504 Highway 153 #301
Greenville, South Carolina 29611
United States

Phone: 864.898.9444
Mobile: 864.303.2002
airworxdrone.com

BILL TO
Brenham Police Department (TX)
SGT Joseph Merkley

Estimate Number: 11196

Estimate Date: August 1, 2021

Expires On: September 30, 2021

Grand Total (USD): \$9,499.00

Items	Quantity	Price	Amount
Airworx Go-Command OG - Mavic 2 Enterprise Advanced Mission-Ready Kit This kit includes our Airworx Go-Command case including the following: 1x DJI Mavic 2 Enterprise Advanced with 640 Thermal Resolution / 32x Zoom camera 5x Flight Batteries 1x Smart Controller 1x Set of Prop Guards 1x Colorado Drones Quad Charging Case 1x Accessory set (spotlight, AC Strobe, Speaker) Go-Command Case details: Pelican Air 1637 case includes the following 1x 24" LED monitor with wifi screen casting and dual HDMI input selector 1x 60,000mah Portable Power Supply 1x Landing Pad	1	\$9,499.00	\$9,499.00
Shipping Included	1	\$0.00	\$0.00
Lifetime Support of Product and Team For all products we sell we offer 24/7 lifetime support. You will have the direct mobile phone number of our owner and other staff that are pertinent.	1	\$0.00	\$0.00
Delivery / Setup / Training We fully setup the aircraft and offer live online training upon receipt.	1	\$0.00	\$0.00



QUOTE

Airworx Unmanned Solutions
3504 Highway 153 #301
Greenville, South Carolina 29611
United States

Phone: 864.898.9444
Mobile: 864.303.2002
airworxdrone.com

Total: \$9,499.00

Grand Total (USD): \$9,499.00

Notes / Terms

This quote is valid for 10-days unless otherwise stated.

Thank you for considering using our South Carolina based small business for your purchase!

The new Mavic 2 Enterprise Advanced allows public safety to capture accurate details in any mission. A highly versatile yet compact tool that packs a whole lot of performance upgrades. With top of its class, high-resolution thermal (640 x 512 px) and visual cameras, the M2EA supports up to 32× digital zoom and is capable of centimeter-level positioning accuracy with the RTK module. Available accessories include; RTK Module, Spotlight, Speaker, Beacon, DJI Smart Controller, and the Fly More Kit.

DJI MAVIC 2 ENTERPRISE ADVANCED









Regular City Council
AGENDA ITEM 14.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-019 Adopting a Commercial Tax Phase-In Agreement Between the City of Brenham and QuestSpecialty Corporation

Meeting Type: Regular Meeting-August 19, 2021

Department: Economic Development

Staff Contact: Susan Cates

Classification: Regular

SUMMARY STATEMENT:

QuestSpecialty Corporation is a manufacturer of industrial chemical products sold through distributors who resell under private labels to plants, hospitals, schools, and other institutional users. They are located at 2001 E. Tom Green Street on 16+ acres. They employ 165 people, 160 of which are at their Brenham location.

QuestSpecialty is expanding production with the purchase of \$750,000 in new equipment to expand their current capacity. They are estimating an additional 22 employees will be needed to staff the new operations. An increase of approximately \$500,000 in inventory is expected to be required to support this expanded capacity. The estimated total value of the abatement over the eight years allowed by The City's Tax Phase-In Policy (reauthorized 12/19/2019) is \$14,447.

Utilizing the Bureau of Labor Statistics RIMS II Multipliers, the estimated impact of the new jobs in our community is 30.5, and the estimated impact of the additional salaries will be \$1.69 million.

ATTACHMENTS:

- (1) Resolution No. R-21-019
- (2) Tax Phase-In Agreement with QuestSpecialty Corporation

RELEVANCE TO COMPREHENSIVE PLAN:

Goal EO4: A diversified local economy as Brenham continues to attract new businesses while **retaining and growing existing businesses.**

RECOMMENDED ACTION:

Approve Resolution No. R-21-019 adopting a Commercial Tax Phase-In Agreement between the City of Brenham and QuestSpecialty Corporation.

RESOLUTION NO. R-21-019

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

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

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

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

WHEREAS, in accordance with Section 312.207 of the Texas Tax Code, the City of Brenham, Texas posted public notice of the meeting at which the City Council would consider the approval of the Tax Phase-In Agreement; and

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

WHEREAS, the City Council desires to adopt the Tax Phase-In Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes, by and between the City of Brenham, Texas, and QuestSpecialty Corporation, a Texas corporation;

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

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

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

Section 3: That the Mayor is hereby authorized to execute the Tax Phase-In Agreement between the City of Brenham, Texas, and QuestSpecialty Corporation, a copy of which is attached hereto as Exhibit “A”.

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

RESOLVED this 19th day of August, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

**AGREEMENT FOR DEVELOPMENT AND TAX PHASE-IN
IN REINVESTMENT ZONE NO. 48 FOR COMMERCIAL TAX PHASE-IN,
CITY OF BRENHAM, TEXAS**

THE STATE OF TEXAS

COUNTY OF WASHINGTON

This Agreement is entered into by and between the CITY OF BRENHAM, TEXAS, a Texas home-rule municipal corporation, of Washington County, Texas, acting herein by and through its Mayor, hereinafter referred to as CITY, and QUESTSPECIALTY CORPORATION, a Texas corporation hereinafter referred to as COMPANY.

WITNESSETH:

The City Council of the City of Brenham, Texas, ("COUNCIL") on February 20, 1992, adopted by resolution a policy for the creation of tax abatement zones in the City of Brenham ("POLICY"). Said POLICY was amended by COUNCIL on April 2, 1992, amended on June 4, 1992, and re-adopted on December 1, 1994, November 20, 1997, October 21, 1999, November 1, 2001, January 15, 2004, December 20, 2007, December 17, 2009, December 15, 2011, December 5, 2013, February 18, 2016 (as amended), December 7, 2017, and December 19, 2019 (entitled "City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises"). On August 19, 2021, the COUNCIL, by Ordinance, established Reinvestment Zone No. 48 for Commercial Tax Phase-In, City of Brenham, Texas ("ZONE") as authorized by V.T.C.A., Texas Tax Code Chapter 312. Said POLICY is attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

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

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

1. **Location of Tax Phase-In.** The property that is the subject matter of this Agreement is the land located at 2001 E. Tom Green St. and described more particularly as that certain tract of land containing 16.818 Acres out of the James Walker Survey, A-106 as Described in the Deed to Bellville Holdings, LLC as recorded in Volume 1353, Page 389, in the Official Records of Washington County, Texas, being further described in Exhibit “B”, attached hereto and incorporated herein for all purposes, and which property is hereinafter referred to as "PREMISES."

2. **Improvements.** In consideration of COMPANY'S construction of at least Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) of personal property improvements to said PREMISES, including fixed machinery and equipment, CITY agrees that, subject to the terms and conditions contained herein, eligible improvements and renovations to the above described PREMISES shall be entitled to tax phase-in incentives in accordance with the schedule as provided in “Table 1A – Property Improvements by an Existing Local Business”, and tax phase-in incentives in accordance with the schedule as provided in “Table 2 – Jobs Created & Retained – by Existing Businesses or New/Relocating Businesses”, said Tables being set out in the attached Exhibit “A”

incorporated herein for all purposes, and that upon the expiration of such tax phase-in incentives this Agreement shall terminate.

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

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

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

4. **Other Applicable Regulations.** COMPANY agrees to construct all improvements in accordance with all applicable laws, ordinances, codes, rules, requirements or regulations of the City of Brenham, Washington County, the State of Texas and the United States, and any subdivision, agency or authority thereof.

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

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

6. **Rights of City to Inspect.** At all reasonable times during the construction and installation of improvements and renovations on the PREMISES and following completion, CITY and its respective designees may inspect PREMISES in order to verify the construction, workmanship, materials and installations involved in or incident to the project are performed in substantial compliance with the approved PLANS and compliance with the applicable building permits and governmental regulations.

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

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

8. **Tax Recapture.** In the event COMPANY (i) does not construct the improvements and renovations to the PREMISES as contemplated by this Agreement, (ii) fails to use the PREMISES for the purposes that are contemplated by this Agreement, (iii) fails to comply with the terms of the “City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises”, or (iv) otherwise fails to comply with the terms of this Agreement, then the CITY shall have the right to terminate this Agreement and recapture the amount of all property taxes abated as a result of this Agreement in accordance with Texas Tax

Code Sec. 312.205 and the POLICY after written notice of intended recapture by CITY to COMPANY and failure to cure by COMPANY within thirty (30) days of said notice.

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

If COMPANY does not comply with this Agreement within thirty (30) days of written notice of such "default", CITY reserves the right to terminate this Agreement and terminate the benefits of tax phase-in provided for in this Agreement, and all taxes previously abated pursuant to this Agreement shall be recaptured and paid to the CITY by the COMPANY. In such event, the PREMISES and all improvements, fixed machinery and equipment installed thereon shall be deemed taxable and not entitled to tax phase-in as provided herein. If this Agreement is terminated, any taxes abated for the calendar year of the termination shall be paid within sixty (60) days of the

date of such termination, and all taxes and all taxes previously abated pursuant to this Agreement shall be recaptured and paid to the CITY by the COMPANY within sixty (60) days of the date of termination.

10. **Tax Phase-In Amount.** COMPANY shall receive tax phase-in incentives for eligible property improvements in accordance with the schedule as provided in “Table 1A – Property Improvements by an Existing Local Business”, and tax phase-in incentives for job creation in accordance with the schedule as provided in “Table 2 – Jobs Created & Retained – by Existing Businesses or New/Relocating Businesses” said Tables being set out in the attached Exhibit “A”, and that upon the expiration of such tax phase-in incentives this Agreement shall terminate. The total annual tax phase-in incentive amount received by the COMPANY, expressed on a percentage basis, shall be the sum of the respective percentages provided for in Table 1A and Table 2 for the applicable year of the tax phase-in.

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

During the term of this Agreement, the CITY, its officers and employees, and/or the Compliance Review Committee is entitled to review and verify the COMPANY’S employment records, payroll records, and such other information and documents as the CITY and/or the Compliance Review Committee deems reasonably necessary to verify compliance with this

Agreement. The CITY, its officers and employees, and/or the Compliance Review Committee may conduct on-site inspections of the PREMISES and facilities located thereon during the term of this Agreement to verify compliance with this Agreement.

The estimated value of eligible property improvements for tax phase-in incentives is at least Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00). Notwithstanding anything contained herein to the contrary, COMPANY and CITY agree that the amount of eligible property improvements and jobs created & retained as set forth herein are based on projected property improvement and personnel employed, and the actual amount of tax phase-in incentives shall be determined annually by Table 1A and Table 2 of the POLICY based on the actual eligible improvements and the actual number of employees. COMPANY agrees to reasonably cooperate with CITY to determine compliance with this Agreement and the applicable level of tax phase-in incentives.

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

12. **Eligible and Ineligible Property.** "Eligible property" is defined to include all of the following items located on the PREMISES which were not so located prior to execution of this Agreement and whether or not they are so affixed as to become "real property": buildings, structures, fixed machinery and equipment, site improvements (including landscaping), office space and related fixed improvements necessary to the operation and administration of the facility.

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

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

13. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and

enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added automatically as part of this Agreement a provision that is similar in terms and substance to such deleted provision as may be possible and yet be legal, valid and enforceable under the Texas Tax Code and related state statutes.

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

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

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

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

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

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

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

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

22. **Definitions.** Any definitions of words or phrases given in the currently effective tax phase-in guidelines entitled "City of Brenham Policy Statement on Property Tax Phase-in

Incentive for Selected Commercial Enterprises" shall be controlling in this document as well, except as may be specifically modified herein

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

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

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

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

The parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in multiple counterparts, each of equal dignity, on this the _____ day of _____, 2021.

QUESTSPECIALTY CORPORATION

CITY OF BRENHAM, TEXAS

BY: _____
Carl Hubble
President

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

ATTEST:

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

THE STATE OF TEXAS

COUNTY OF WASHINGTON

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

Given under my hand and seal of office on this the ____ day of _____, 2021.

Notary Public in and for
the State of Texas

THE STATE OF TEXAS

COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared **CARL HUBBLE**, President of QUESTSPECIALTY CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ____ day of _____, 2021.

Notary Public in and for
the State of Texas

EXHIBIT "A"

CITY OF BRENHAM

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

Policy Adoption Date: December 7, 2017

I. PURPOSE

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

II. DEFINITION OF TAX PHASE-IN INCENTIVE

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

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

III. GUIDELINES AND CRITERIA

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

- (a) Be a facility used or to be used by a Primary Jobs Employer according to Exhibit A (except for a location in the Downtown Zone).
- (b) The project must add new value to the tax roll of eligible property: a minimum of \$300,000 for a business new to Brenham or \$150,000 for an existing local business. For development in the Downtown Zone, a National Register Historic District, the added value must be a minimum of \$50,000. This is to help maintain the economic viability of the central business district.
- (c) The applicant must maintain or create within the first year and throughout the Tax Phase-In incentive period a minimum of ten (10) jobs at an average salary of \$36,000/year or higher, including any benefits (except for a location in the Downtown Zone).

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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.

EXHIBIT "A"

- (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.

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

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

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

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

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

- (i) Taxability From the execution of the Tax Phase-In incentive 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).

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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.

EXHIBIT "A"

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

VI. PUBLIC HEARING

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

VII. AGREEMENT

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

EXHIBIT "A"

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

VIII. ADMINISTRATION

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

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

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

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

Compliance will be monitored in the following manner:

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

EXHIBIT "A"

IX. DEFAULT

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

In the event that the company or individual:

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

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

X. ASSIGNMENT

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

EXHIBIT "A"

XI. SUNSET PROVISION

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

XII. SEVERABILITY AND LIMITATIONS

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

XIII. VARIANCE

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

EXHIBIT "A"

GLOSSARY

- (a) "City" means the City of Brenham, Texas that levies ad valorem taxes upon and/or provides services to property located within the City limits.
- (b) "Agreement" means a contractual agreement between a property owner and/or lessee and the City for the purpose of the Tax Phase-In incentive.
- (c) "Base year employment" means the average number of employees for each quarter at an existing local business of the year prior to the execution of the agreement.
- (d) "Base year value" means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the filing of an application for the Tax Phase-In incentive.
- (e) "Committee" means the Compliance Review Committee, consisting of representatives appointed by the City, County and Chief Appraiser's office to annually review documents verifying compliance of all projects receiving the Tax Phase-In incentive.
- (f) "Deferred maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- (g) "Existing Local Business" means a business that has been located in the City of Brenham and has paid property taxes for at least one full year prior to submitting any application for the property Tax Phase-In incentive.
- (h) "Expansion" means the addition of buildings, employees, structures, machinery or equipment for purposes of increasing production capacity.
- (i) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- (j) "Job(s)" shall represent a newly created or a retained employment position on a full-time permanent basis at an average base salary of \$36,000 or higher, including any benefits, whether hired directly or leased through an employee leasing service.
- (k) "Modernization" means the upgrading and or replacement of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.
- (l) "New Facility" means improvements to real estate previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (m) "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

EXHIBIT "A"

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 "A"

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
1	\$ 150,000	\$1,000,000	45	40	30	20	0	0	0	0
2	\$1,000,001	\$2,500,000	45	45	40	30	20	0	0	0
3	\$2,500,001	\$4,000,000	45	45	45	40	30	20	0	0
4	\$4,000,001	\$5,500,000	45	45	45	45	40	30	20	0
5	More than	\$5,500,000	45	45	45	45	45	40	30	20

1B - Property Improvements by a New Business

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

TABLE 2 (earns 50% of incentive)

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

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

EXHIBIT "A"

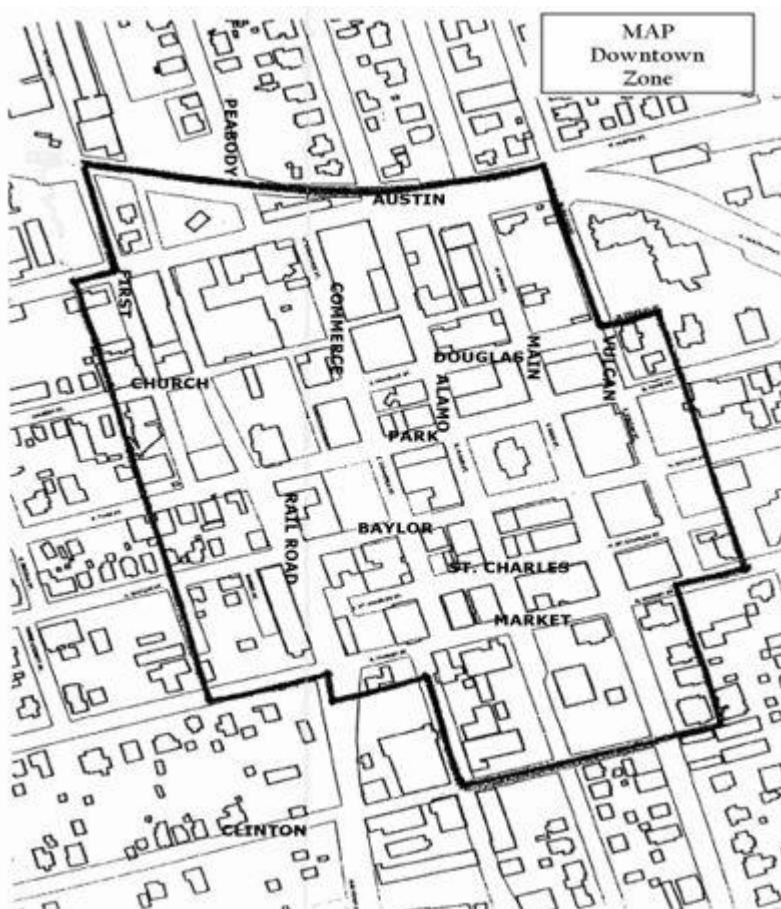
TABLE 3 Downtown Zone

Amount of valuation of
downtown reinvestment
determined by tax appraisal:

Percent of property tax to be abated each year

Valuation	1	2	3	4	5	6	7	8
\$ 50,000 to \$150,000	90	90	90	60	40	20	0	0
\$150,001 to \$250,000	90	90	90	90	60	40	20	0
\$250,001 and beyond	90	90	90	90	90	60	40	20

EXHIBIT C
MAP OF DOWNTOWN ZONE



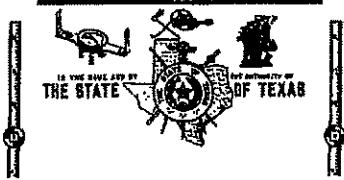


EXHIBIT "B"

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

OFFICE PHONE: (979) 836-5681
 FAX: (979) 836-5683
 www.hoddesurveying.com

W. O. No. 6058

THE STATE OF TEXAS
 COUNTY OF WASHINGTON

JP MORGAN CHASE BANK, N.A.
 TO
 BELL VILLE HOLDINGS, LLC

SURVEYOR'S LEGAL DESCRIPTION

16.818 ACRES

All that certain tract or parcel of land, lying and being situated partly within the City Limits of Brenham, Washington County, Texas, part of the James Walker Survey, A-106, being all of the same land described as 16.818 acres in the Substitute Trustee's Deed (with Bill of Sale) from Jan Langan (Substitute Trustee) to JP Morgan Chase Bank, N.A., dated May 6, 2008, as recorded in Volume 1279, Page 742, in the Official Records of Washington County, Texas, or being the same land described as 16.818 acres in the Warranty Deed with Vendors Lien from CHC Industries, Inc. to Brenham Tom Green, LP, dated November 1, 2004, as recorded in Volume 1139, Page 565, in the Official Records of Washington County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a ½ inch iron rod found on the North margin of East Tom Green Street for the Southwest corner hereof and of said original 16.818 acres tract, being the Southeast corner of Lot 2 called 1.340 acres of the Arrol L. Moore Division of a 2.326 acres tract, a map or plat of said division being of record in Plat Cabinet File Slide No. 416-B in the Plat Records of Washington County, Texas;

THENCE along the East line of said Lot 2 of said Arrol L. Moore Division for the West line hereof and of said original 16.818 acres tract, N 15°05'32" W 515.00 feet to a found "X" marked on a concrete retainer wall for the Northwest corner hereof and of said original 16.818 acres tract, being the Northeast corner of said Lot 2 of said Arrol L. Moore Division, being an interior angle point on the South line of the Blue Bell Creameries, L.P. tract called 7.611 acres as described in Volume 679, Page 102, in said Official Records;

THENCE along a South line of said Blue Bell Creameries tract for a North line hereof, being along a North line of said original 16.818 acres tract, N 74°51'45" E 442.16 feet to a found punch hole marked in concrete on the Southwest right of way line of the Southern Pacific Railroad for a Northeast corner hereof and of said original 16.818 acres tract, being the Southeast corner of said Blue Bell Creameries tract, also being on a Northeast line of said City Limits of Brenham Texas, a ½ inch iron rod found (bent) at a chain link fence corner post bears N 29°53'45" W 4.99 feet;

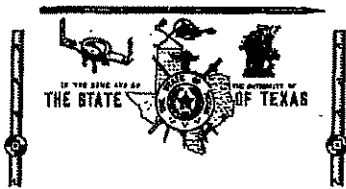


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THENCE along a portion of the Southwest right of way line of said railroad for a Northeast line hereof, being along a Northeast line of said original 16.818 acres tract, being along or near said City Limits line, S 29°53'45" E 327.76 feet to a ½ inch iron rod found for an interior corner hereof, and of said original 16.818 acres tract, being a Southwest corner of said Southern Pacific Railroad right of way;

THENCE along the Southeast end of said railroad, being along a Northwest line hereof and of said original 16.818 acres tract, N 60°00'32" E 64.67 feet to a 5/8 inch iron rod found with plastic ID. cap (RPLS 5197) for the East corner of said railroad, being an interior corner hereof and of said original 16.818 acres tract, being an exterior corner of said City Limits;

THENCE along a portion of the Northeast right of way line of said railroad, being along a Southwest line hereof and of said original 16.818 acres tract, being partly along or near an existing fence, N 29°58'36" W 302.54 feet to a ½ inch iron rod found at a chainlink fence corner post on said railroad right of way line for an exterior corner hereof and of said original 16.818 acres tract, also being the Southwest corner of the Florence Marie Koehne, et al, residue of original tract called 23.990 acres (Tract 5) as described in Volume 559, Page 703, in said Official Records;

THENCE along the South line of said Koehne residue tract for a North line hereof and of said original 16.818 acres tract, being partly along or near an existing fence, S 83°30'46" E at 701.07 feet passing a ½ inch iron rod found at a chainlink fence corner post and at a total distance of 1079.25 feet to a ½ inch iron rod found 7.39 feet East of an existing North-South fence, for the Northeast corner hereof and of said original 16.818 acres tract, being the Southeast corner of said Koehne residue tract and being on the West line of the Alois Bilski tract called 20.070 acres as described in Volume 538, Page 386, in said Official Records, being the Northeast corner of a 0.019 acre fence encroachment area, being on the East line of a 60 foot wide easement called 2.737 acres as described in Volume 538, Page 409, in said Official Records;

THENCE along a portion of the West line of said Bilski tract for the most Eastern line hereof, and of said original 16.818 acres tract, being along a portion of the East line of said 60 foot wide easement, and being East of said North-South fence, also being along the East line of said 0.019 acre fence encroachment area, S 7°18'03" E 222.35 feet to a ½ inch iron rod found at a 8 inch treated fence corner post for an East corner hereof and of said original 16.818 acres tract, being the Southwest corner of said Alois Bilski tract, and being an exterior corner of the Regina Bilski, et al, tract called 26.079 acres as described in Volume 538, Page 422, in said Official Records, also being the East or Southeast corner of said 60 foot wide easement;



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THENCE along the Northwest line of said Regina Bilski, et al, tract for a Southeast line hereof and of said original 16.818 acres tract, being along or near an existing fence, S 58°03'30" W 782.71 feet to a ½ inch iron rod found at a 4 inch Cedar fence post for the most Southern corner hereof and of said original 16.818 acres tract, being the West corner of said Regina Bilski, et al, tract and being on the Northeast line of the R. & S. Leasing tract called 0.4639 acre as described in Volume 607, Page 237, in said Official Records, and being on said City Limits line, a 1/2 inch iron rod found at a 48 inch Hackberry tree for the East corner of said R & S Leasing tract bears S 28°49' E 8.23 feet;

THENCE along a Southwest line hereof and of said original 16.818 acres tract, being along the Northeast line of said R & S Leasing tract and along the Northeast line of the City of Brenham tract called 0.0935 acre as described in Volume 607, Page 227, in said Official Records, being along said City Limits line, N 29°58'36" W at 286.89 feet pass the North corner of said R & S Leasing tract, being the East corner of said City of Brenham tract called 0.0935 acre, a ½ inch iron rod found bears (N 63°25'12" W 0.95 feet) and at a total distance of 348.96 feet to a 5/8 inch iron rod found with plastic ID. cap (RPLS 5197) for an interior corner hereof and of said original 16.818 acres tract, and being the North corner of said City of Brenham tract, being on said City Limits line;

THENCE along a South line hereof and of said original 16.818 acres tract, being along the North line of said City of Brenham tract called 0.0935 acre and along the North line of the City of Brenham tract called 0.0365 acre as described in Volume 600, Page 49, being along or near an existing fence, S 75°07'11" W 122.80 feet to a 5/8 inch iron rod found with plastic ID. cap (RPLS 5197) on the East right of way line of a cul-de-sac at the end of said East Tom Green Street for an exterior corner hereof and of said original 16.818 acres tract, being the Northwest corner of said City of Brenham tract called 0.0365 acre;

THENCE along a portion of the North right of way line of said East Tom Green Street, being in a cul-de-sac, for a South line hereof and of said original 16.818 acres tract, being a curve to the left, through a central angle of 118°49'32", having a radius of 60.00 feet, a chord of S 74°18'36" W 103.30 feet, for an arc distance of 124.43 feet, to a 3/8 inch iron rod found at the end of said cul-de-sac where same intersects the North margin of said East Tom Green Street for an exterior corner hereof and of said original 16.818 acres tract;

THENCE along a portion of the North right of way line of said East Tom Green Street for a South line hereof and of said original 16.818 acres tract, S 74°54'28" W 419.31 feet to the place of beginning and containing 16.818 acres of land.



Regular City Council
AGENDA ITEM 15.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-020 Authorizing the Acceptance of Public Improvements in the Vintage Farms Subdivision, Phase III

Meeting Type: Regular Meeting-August 19, 2021

Department: Development Services

Staff Contact: Stephanie Doland

Classification: Regular

SUMMARY STATEMENT:

The subject property is an approximate 10.677-acre tract of vacant land generally located southwest of the intersection of State Highway 36 North and Dixie Road. The subject property is developed by CTX Land Investments LLC and Rainer and Son Development Company LLC and more commonly known as Stylecraft. The Vintage Farms subdivision has been under construction since 2017 and Phases 1 and 2 infrastructure is complete with home construction remaining.

Since construction of Phase 3 began in early 2021, the contractor Larry Young Paving has completed infrastructure improvements (water, sanitary sewer, streets, sidewalks, and storm drainage) related to the third phase of the subdivision. Phase 3 consists of 44 lots for single-family home construction, a common area for streetscaping, sidewalks, and community landscaping. Infrastructure related to the common area and landscaping shall be maintained in perpetuity by the Homeowners Association. The public infrastructure improvements have been constructed and inspected according to the City of Brenham ordinances and regulations and are ready for acceptance by the City of Brenham. A one-year maintenance period shall begin on August 19, 2021 with Council's approval of the infrastructure acceptance.

ATTACHMENTS:

- (1) Resolution No. R-21-020 Vintage Farms Ph 3
- (2) Final Plat Vintage Farms Phase 3
- (3) Infrastructure Acceptance Letters
- (4) Vintage Farms Phase 3 Maintenance Bond

RELEVANCE TO COMPREHENSIVE PLAN:

Strategic Action Priority #3: 'Attract a wider range of residential developers to build within the City.'

RECOMMENDED ACTION:

Approve Resolution No. R-21-020 authorizing the acceptance of public improvements in the Vintage Farms Subdivision, Phase III.

RESOLUTION NO. R-21-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ACCEPTANCE OF CERTAIN PUBLIC IMPROVEMENTS IN THE VINTAGE FARMS SUBDIVISION, PHASE 3; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION.

WHEREAS, the Vintage Farms Subdivision, Phase 3, consists of 44 residential Lots, Reserve “G” and a 0.108 acre Common Area being an approximately 10.677 acre subdivision developed by CTX Land Investments LLC and Rainer and Son Development Company LLC; and

WHEREAS, water, sewer, street, drainage improvements, and public infrastructure improvements were constructed by the developer; and

WHEREAS, these public infrastructure improvements have been inspected by the City and found to be constructed in accordance with the City’s Standards and Specifications; and

WHEREAS, the City of Brenham desires to formally accept the water, sewer, street, drainage improvements and public infrastructure improvements within the Vintage Farms Subdivision, Phase 3.

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

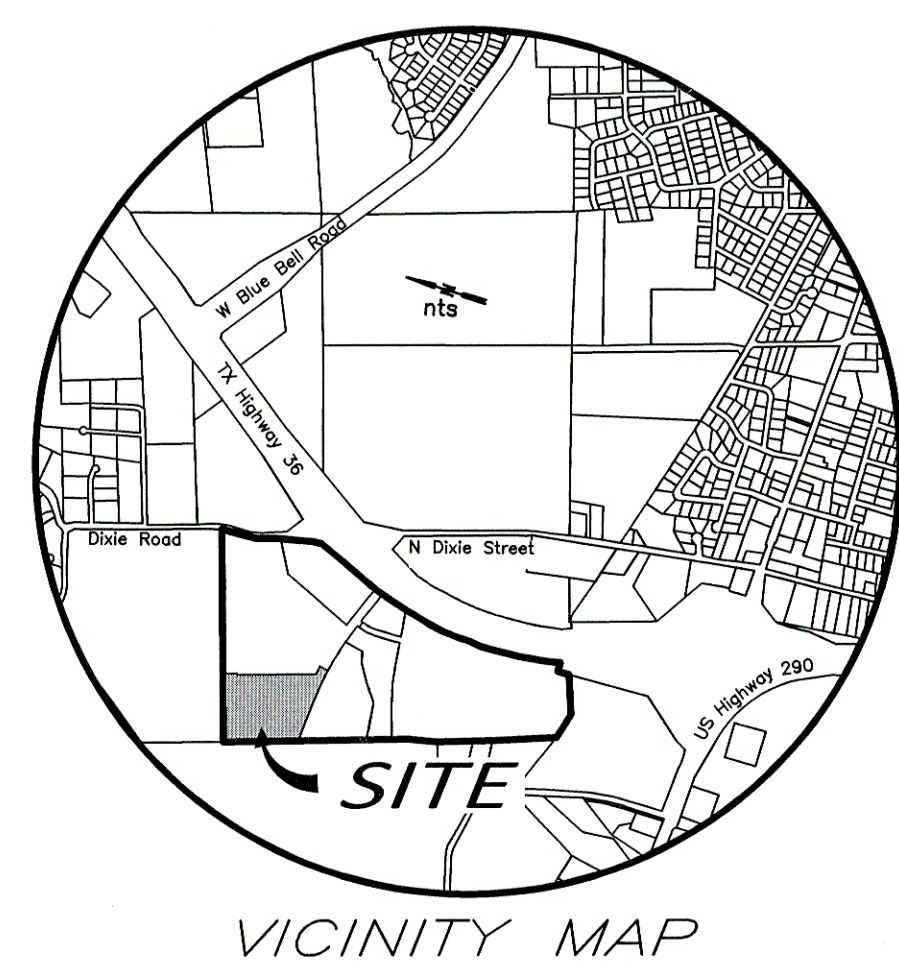
The City of Brenham hereby accepts the water, sewer, street, and drainage improvements in Vintage Farms Subdivision, Phase 3, in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation.

RESOLVED this the 19th day of August, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary





THE STATE OF TEXAS
COUNTY OF WASHINGTON

Witness my hand and seal of office, at Brenham, Washington County, Texas, the day and date last above written.

Bridanne Best, Deputy
CLERK, COUNTY COURT
WASHINGTON COUNTY, TEXAS

STATE OF TEXAS

Gregory Hopcus, R.P.L.S. No. 6047



Bank, owner and holder of a lien against the property described in the plot shown hereon, said lien being evidenced by instrument of record in Volume 1240, Page 508 of the Official Records of Washington County, Texas, does hereby in all things subordinate to said plot said lien, and hereby confirms they are the present owner of said lien and has not assigned the same nor any part thereof.

NAME: Baylor Lyon
TITLE: Vice President - lending

Approved this 26th day of October, 2020 by
the Planning and Zoning Commission of the City of Brenham, Texas.

CHAIRMAN
SECRETARY

STATE OF TEXAS
COUNTY OF ~~WASHINGTON~~ [#] BRAZOS

We, Rancier & Son Development Company LLC, a Texas Corporation, Doug French, Vice President, owner of the property subdivided in the foregoing map of Vintage Farms Subdivision, located in the County of Brenham, Texas, do hereby make subdivision of said property according to the lines, streets, lots, alleys, parks, building lines, and easements therein shown and designate said subdivision as Vintage Farms Subdivision and the City of Brenham, Texas, located in Brenham, Washington County, Texas, do hereby dedicate to public use, as shown on the attached plat, streets and easements shown thereon foreclose, and do hereby waive any claims for damages occasioned by the establishment of grades as approved for the streets and alleys dedicated or occasioned by the alteration of the surface of any portion of streets and alleys to conform to such grades, and do hereby bind ourselves, our heirs, executors, administrators, assigns and assigns in law to the title designated on the title dedication. There is administration to warrant and forever defend the title designated on the title dedication. There is also dedicated for utility and for the street and for the proposed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown hereon. We hereby covenant and agree that all lots within the boundaries of this subdivision are for residential purposes unless otherwise noted.

Witness my hand and at College Station Brazos County, Texas on this the 4th day of August 2021.

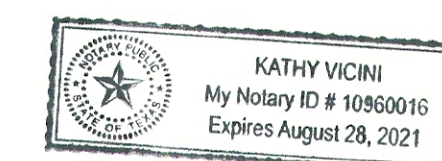
DOUG FRENCH, VICE PRESIDENT
RANIER & SON DEVELOPMENT COMPANY LLC

THE STATE OF TEXAS
COUNTY OF Brazos

This instrument was acknowledged before me on the 4th day of August, 2021, by Doug French

NOTARYS NAME (PRINTED): Kathy Vicini

NOTARYS COMMISSION EXPIRES: 8/28/2021

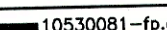


BEING A REPLAT OF RESERVE "A",
VINTAGE FARMS PHASE I,
RECORDED IN CABINET 694 B,
A TOTAL OF 10.677 ACRES

10.677 ACRES
PHILLIP COE SURVEY, A-31
BRENHAM, WASHINGTON COUNTY, TEXAS
SEPTEMBER, 2020
SCALE 1"=40'

Owner:
Ranier & Son Development Company
4090 South TX Highway 6
College Station, TX 77845
(979) 690-1222

Surveyor: Texas Firm Registration No. 10103300
McClure & Browne Engineering/Surveying, Inc.
1008 Woodcreek Dr., Suite 103
College Station, Texas 77845
(979) 693-3838





**City of Brenham
Engineering Division**

200 W. Vulcan St.
Brenham, Texas 77833

P.O. Box 1059
Brenham, Texas 77834-1059

August 19, 2021

CTX Land Investments LLC
Ranier & Son Development Company LLC
4090 State Highway 6 South
College Station, Texas 77845

ATTN: Doug French

RE: ACCEPTANCE OF SANITARY SEWER AND DOMESTIC WATER LINES
Vintage Farms, Phase III

Dear Mr. French:

Please be advised that the sanitary sewer and domestic water lines in Vintage Farms, Phase III have been accepted by the City of Brenham as shown below:

Sanitary Sewer

Sanitary Sewer

Alignment Name	Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in)	Dollar Value
			Lat.	Long.	Lat.	Long.			
SE-1	Muscadine Trail	E	N 030.176033	W 096.428737	N 030.177079	N 096.429003	389.74	6	\$23,619.30
SE-1	Muscadine Trail	S	N 030.177079	N 096.429003	N 030.177255	W 096.428095	293.99	6	\$17,816.59
SE-1	Muscadine Trail	S	N 030.177255	W 096.428095	N 030.177325	W 096.427735	116.63	8	\$7,068.09
SE-2	Old Vine Road	E	N 030.177255	W 096.428095	N 030.175901	W 096.427748	504.59	6	\$30,579.52

total price	total LF	price/LF
\$79,083.50	1304.95	\$60.60

Domestic Water

Water

Alignment Name	Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in)	Dollar Value
			Lat.	Long.	Lat.	Long.			
WA-1	Vintage Farms Way	Across	N 030.175622	W 096.428942	N 030.175906	W 096.428904	104.07	8	\$9,604.22
WA-1	Muscadine Trail	W	N 030.175906	W 096.428904	N 030.177145	W 096.429232	462.32	8	\$42,665.72
WA-1	Muscadine Trail	NW	N 030.177145	W 096.429232	N 030.177225	W 096.429172	34.89	8	\$3,219.86
WA-1	Muscadine Trail	N	N 030.177225	W 096.429172	N 030.177488	W 096.427776	451.25	8	\$41,644.11
WA-2	Muscadine Trail	Across	N 030.177388	W 096.428338	N 030.177177	W 096.428284	78.5	8	\$7,244.46
WA-2	Old Vine Road	W	N 030.177177	W 096.428284	N 030.175820	W 096.427942	505.47	8	\$46,647.86
WA-2	Vintage Farms Way	Across	N 030.175820	W 096.427942	N 030.175493	W 096.428010	120.66	8	\$11,135.24
WA-3	Vintage Farms Way	S	N 030.175648	W 096.429202	N 030.175275	W 096.426878	750.19	12	\$69,232.12
WA-4	Dixie Rd	Across	N 030.178160	W 096.424000	N 030.178054	W 096.423844	66.69	8	\$6,154.56
WA-4	Dixie Rd	E	N 030.178054	W 096.423844	N 030.176418	W 096.423001	676.17	12	\$62,401.10
WA-4	SH 36	Across	N 030.176418	W 096.423001	N 030.175949	W 096.422315	275.64	12	\$25,437.74

total price	total LF	price/LF
\$325,387.00	3525.85	\$92.29

Date of Acceptance: August 19, 2021

One year warranty period begins on **August 19, 2021** and ends on **August 19, 2022** for the infrastructure listed above. One year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.

Sincerely,



Stephanie Doland
Director of Development Services
sdoland@cityofbrenham.org

cc: Josh Fry, P.E.
McClure & Browne Engineering/Surveying
jafry@mcclurebrowne.com



**City of Brenham
Engineering Division**

200 W. Vulcan St.
Brenham, Texas 77833

P.O. Box 1059
Brenham, Texas 77834-1059

August 19, 2021

CTX Land Investments LLC
Ranier & Son Development Company LLC
4090 State Highway 6 South
College Station, Texas 77845

ATTN: Doug French

RE: ACCEPTANCE OF STREETS AND STORM SEWER LINES
Vintage Farms, Phase III

Dear Mr. French:

Please be advised that the streets and storm sewer in Vintage Farms, Phase III have been accepted by the City of Brenham as shown below:

Streets

Streets

Street Name	Orientation	Beginning		Ending		Length (ft.)	Pavement Width (ft)	Pavement Area (SF)	Dollar Value
		Lat.	Long.	Lat.	Long.				
Vintage Farms Way	NW	N 030.175495	W 096.427076	N 030.175828	W 096.429259	701.49	31	21746.19	\$212,662.95
Muscadine Trail	NW,NE	N 030.175794	W 096.428843	N 030.177406	W 096.427756	920.62	31	28539.22	\$279,094.17
Old Vine Road	SE	N 030.177318	W 096.428211	N 030.175649	W 096.427833	620.98	31	19250.38	\$188,255.63

total price	total sf	price/sf
\$680,012.75	69535.79	\$9.78

Storm

Storm

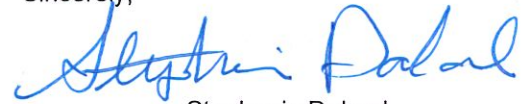
Alignment Name	Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in)	Dollar Value
			Lat.	Long.	Lat.	Long.			
SD-1	Old Vine Road	Across	N 030.175808	W 096.427884	N 030.175738	W 096.427745	49	18	\$7,436.64
SD-1	Old Vine Road	n/a	N 030.175738	W 096.427745	N 030.175679	W 096.427693	24	24	\$3,642.44
SD-1	Vintage Farms Way	N	N 030.175679	W 096.427693	N 030.175591	W 096.427254	138	24	\$20,944.01
SD-1	Vintage Farms Way	N	N 030.175591	W 096.427254	N 030.175495	W 096.427076	85	24	\$12,900.30
SD-2	Muscadine Trail	W	N 030.177208	W 096.429126	N 030.176727	W 096.429076	172	24	\$26,104.13
SD-2	Muscadine Trail	Across	N 030.176727	W 096.429076	N 030.176749	W 096.428962	35	18	\$5,311.89
SD-3	Muscadine Trail	Pr.D.E.	N 030.177522	W 096.429442	N 030.177208	W 096.429126	149.58	36	\$22,701.48
SD-4	Muscadine Trail	Across	N 030.177208	W 096.429126	N 030.177128	W 096.428926	65	24	\$9,864.93
SD-4	Muscadine Trail	S	N 030.177128	W 096.428926	N 030.177237	W 096.428361	179	24	\$27,166.50
SD-4	Muscadine Trail	Across	N 030.177237	W 096.428361	N 030.177318	W 096.428479	44	18	\$6,677.80
SD-5	Old Vine Road	n/a	N 030.177237	W 096.428361	N 030.177184	W 096.428237	41	18	\$6,222.50
SD-5	Old Vine Road	Across	N 030.177184	W 096.428237	N 030.177208	W 096.428123	35	18	\$5,311.89

total price	total LF	price/LF
\$154,284.50	1016.58	\$151.77

Date of Acceptance: August 19, 2021

One year warranty period begins on **August 19, 2021** and ends on **August 19, 2022** for the infrastructure listed above. One year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.

Sincerely,



Stephanie Doland
Director of Development Services
sdoland@cityofbrenham.org

cc: Josh Fry, P.E.
McClure & Browne Engineering/Surveying
jafry@mcclurebrowne.com

Maintenance Bond

THE STATE OF TEXAS

COUNTY OF Washington

§

§

§

KNOW ALL MEN BY

THESE PRESENTS:

Bond No. EACX4019284

THAT Ranier & Son Development Company, LLC of Brazos County, Texas, hereinafter called Principal, and Endurance Assurance Corporation a Corporation organized under the laws of the State of DE and authorized to do business in the State of Texas, hereinafter called "Surety," are held and firmly bound unto the City of Brenham Texas, a Municipal Corporation, in Washington County, Texas, hereinafter called "City," in the penal sum of Ninety Five Thousand One Hundred Forty Seven Dollars and 60/100 (\$95,147.60), lawful money of the United States, the said sum being ten percent (10%) of the total amount of the hereinafter mentioned contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE Condition of this Obligation is such that:

WHEREAS, the Principal entered into a certain contract with Contractor, dated as of the 21st day of December, 2020 in the proper performance of which the City of Brenham, Texas, has an interest, a copy of which is hereto attached and made a part hereof, for the construction of:

Vintage Farms Phase 3

NOW, THEREFORE, if the Principal shall well, truly, and faithfully maintain and keep in good repair the work contracted to be done and performed for a period of one (1) year from the date of acceptance in writing by the City of Brenham and do all necessary work and repair of any defective conditions growing out of or arising from the improper work of the same, including, but not limited to, any settling, breaking, cracking or other defective condition of any of the work or part thereof arising from improper excavation, backfilling, compacting or any other cause or condition, known or unknown, at any time during the period of this bond, which the city engineer, whose judgment shall be final and conclusive, determines to be the result of defective work, materials or labor; then this obligation shall be void, otherwise to remain in full force and effect.

In case the said Principal shall fail to maintain, repair or reconstruct any defective condition of the work as determined herein, it is agreed that the City may do said work and supply such materials as necessary and charge the sum against the said Principal and Surety on this obligation.

It is further agreed that this obligation shall be a continued one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

PROVIDED, further, that if any legal action be filed on this bond, venue shall lie in
Washington County, Texas.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each one of which shall
be deemed an original, this the 6th day of July, 2021

PRINCIPAL

Ranier & Son Development Company, LLC

By: 

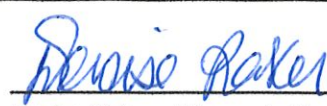
ATTEST:

By: 

Secretary

SURETY

Endurance Assurance Corporation

By: 

Denise Raker, Attorney-in-Fact

ATTEST:

By: 

Sandra Villegas

713-439-5223

NOTE: POWER OF ATTORNEY OF SURETY MUST BE ATTACHED. DATE OF BOND
MUST NOT BE PRIOR TO DATE OF CONTRACT.

ENDURANCE ASSURANCE CORPORATION

9395

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Christopher Kolkhorst, Denise Raker, Michael Maddux, Sandra Villegas, Henry D. Childers, Dudley C. Ray its true and lawful Attorney(s)-in-fact, in the State of TX and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 4th day of OCTOBER of 2019 at Purchase, New York.

(Corporate Seal)

ATTEST

Marianne L. Wilbert

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

ENDURANCE ASSURANCE CORPORATION

By

Sharon L. Sims

SHARON L. SIMS, SENIOR VICE PRESIDENT

On the 4th day of OCTOBER of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

Nicholas James Benenati

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

CERTIFICATE

I, CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of July, 2021.

Christopher Donelan

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com

Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for
information or to make a complaint at:

1-877-676-7575

You may write the Company at:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

You may contact the Texas Department of
Insurance to obtain information on companies,
coverages, rights or complaints at:

1-800-252-3439

You may write the

Texas Department of Insurance
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a
dispute concerning your premium or about a claim
you should contact the company first. If the dispute
is not resolved, you may contact the Texas
Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice
is for information only and does not become a part
or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una
queja:
Usted puede llamar al numero de telefono de la
compania para informacion o para someter una
queja al:

1-877-676-7575

Usted tambien puede escribir a:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

Puede comunicarse con el Departamento de
Seguros de Texas para obtener informacion acerca
de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al

Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene
una disputa concerniente a su prima o a un
reclamo, debe comunicarse con la compania
primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.



Regular City Council
AGENDA ITEM 16.

Agenda Item: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County to Advocate and Promote Tourism Programs and Services and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-August 19, 2021

Department: Tourism & Marketing

Staff Contact: Jennifer Eckermann

Classification: Regular

SUMMARY STATEMENT:

Following meetings with Washington County Commissioners Court Tourism Liaisons - formerly Commissioner Candice Bullock, and currently Commissioner Kirk Hanath - a Funding Pyramid was developed to line out Hotel Occupancy Tax (HOT) expenditures by the City of Brenham and Washington County. The roles of each entity, as shown in the pyramid, was incorporated into a new Tourism ILA.

As shown, the City will continue to fund the Visit Brenham/Washington County DMO, which promotes and advertises Tourism Partners all over the county. We feel strongly that covering all of the communities - Brenham, Burton, Chappell Hill, Independence and Washington, and their events, lodging properties and attractions - positively impacts all tourism partners, and Brenham and Washington County.

In addition, the City of Brenham funds the operation and management of The Barnhill Center, including the Brenham/Washington County Visitor Center, programming of events at the facility, and rentals of the Bullock Ballroom, Hasskarl Auditorium and the new Morriss Hall for meetings, weddings, etc.

As you can see, the County agrees to fund the Washington County Expo and county-wide, biannual Tourism Grants.

While City tourism staff will help determine eligibility of grant requests, a Funding Committee appointed by Commissioners Court, will make grant funding recommendations to the Court, and the County Treasurer will disburse the approved grants.

The City will appoint five members to a Tourism Advisory Board. Their role will not be in funding, but in support of the Visit Brenham/Washington County DMO. In addition to the five City-appointed board members, Commissioners Court will appoint two representatives - either the Tourism Liaison, the Washington County Expo Director, or another Commissioner.

Also attached is the Tourism Grant Application being considered by Commissioners Court. It includes a timeline of important dates for the upcoming application process.

It has taken us a long time to get to this point, but we are excited to begin this new chapter for tourism in Brenham and Washington County, and ask that you approve this Tourism ILA with Washington County.

ATTACHMENTS:

- | |
|---|
| (1) Tourism ILA with County
(2) 2021 HOT Grant Application Packet
(3) HOT Funding Pyramid |
|---|

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Interlocal Agreement between the City of Brenham and Washington County to advocate and promote tourism programs and services and authorize the Mayor to execute any necessary documentation
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THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

INTERLOCAL AGREEMENT BETWEEN CITY OF BRENHAM AND WASHINGTON COUNTY TO ADVOCATE AND PROMOTE TOURISM PROGRAMS AND SERVICES

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) by and between the City of Brenham, Texas (acting by and through the Hon. Milton Y. Tate, Jr., Mayor) (“City”) and Washington County (acting by and through the Hon. John Durrenberger, County Judge) (“County”) and (hereinafter City and County are collectively referred to as the “Parties,” or the “Cooperating Parties”).

RECITALS

WHEREAS, entering into this Agreement will benefit and allow the Cooperating Parties to efficiently and effectively utilize their respective resources in support of tourism programs and services; and

WHEREAS, the City and County desire to work together to promote tourism programs and services in Brenham and Washington County; and

WHEREAS, the City and County are authorized pursuant to the Texas Tax Code, Chapters 351 and 352 to impose a Hotel Occupancy Tax; and

WHEREAS, the City and County agree to jointly establish a seven-member Tourism Advisory Board to advise and support implementation of strategic objectives and to assist in allocation Hotel Occupancy Tax funds;

NOW THEREFORE, THIS AGREEMENT is entered into between City of Brenham (the “City”) and Washington County, Texas, (the “County”) pursuant to Chapters 351 and 352 of the Texas Tax Code and Chapter 791, Texas Government Code. In furtherance of the purposes of the Tax Code, and in consideration of the mutual covenants herein contained, the City and County hereby agree as follows:

1. TOURISM ADVISORY BOARD ORGANIZATION

- A. The Tourism Advisory Board hereby replaces the Brenham-Washington County Hotel Occupancy Tax Board pursuant to a new set of by-laws set forth and approved by the City of Brenham City Council and the Washington County Commissioners Court, a copy of which is attached hereto as Exhibit “A” and incorporated herein for all purposes.

- B. The Tourism Advisory Board consists of seven (7) members. Five (5) Board members shall be appointed by the City Council of the City of Brenham and two (2) of the following shall be appointed by the County Commissioners Court: the Washington County Tourism Liaison, a member of the Washington County Commissioners Court, or the Washington County Expo Director.
- C. The Tourism Grant Funding Committee of the Board consists of five (5) members appointed by Washington County Commissioners Court.

2. GOVERNMENTAL ENTITY FUNDING AND RESPONSIBILITIES (Exhibit “B”)

- A. The City of Brenham will manage, operate and fund the Visit Brenham/Washington County DMO and The Barnhill Center, with funds collected within the city limits of the City of Brenham. The DMO will present quarterly reports to the Tourism Advisory Board and will provide staff to record and distribute minutes, prepare agendas and post meetings.
- B. Washington County will collect hotel occupancy taxes outside of the City of Brenham. During the annual budget process, the County will determine a HOT Fund budget for eligible projects at the Washington County Expo. In addition, the County will budget for county-wide bi-annual Tourism Grants. The Funding Committee will review the eligible requests and make funding recommendations to the County Commissioners Court. The County Treasurer will disburse funds for approved events/programs/projects.
- C. The Grant Eligibility Committee will review Post Event Reports and determine eligibility and priority of Tourism Grant requests based on state law requirements for the promotion of tourism as authorized by the Texas Tax Code, Chapters 351 and 352, in the manner as each Chapter may be respectively applicable to the City or County, and present findings to Tourism Grant Funding Committee for consideration. The Committee will consist of five (5) members: two (2) board members appointed by the Chairperson, the Director of Tourism & Marketing for Visit Brenham/Washington County DMO, the DMO Group Sales Manager, and the Tourism and Marketing Coordinator.

3. TERM AND TERMINATION

This Agreement shall be effective beginning September 1, 2021 and shall remain in effect until December 31, 2023 ("Initial Term"). This Agreement shall automatically renew for a two (2) year period ("Renewal Term") on January 1st of each Renewal Term. Either Party may terminate this Agreement, with or without cause, by giving notice in the manner provided herein to the other Party at least ninety (90) days prior to the effective date of the Renewal Term. Notwithstanding any other provision herein, if both parties hereto agree to terminate this Agreement with less than the required ninety (90) days' notice, said ninety (90) day notification period may be waived. Notice shall be provided pursuant to the terms set forth in Section 4.2.

4. MISCELLANEOUS

Section 4.1 Assignment. This Agreement shall bind and inure to the benefit of the Cooperating Parties hereto, their successors and assigns. This Agreement may not be assigned by either Party without the express written consent of the other Party.

Section 4.2 Notice. All notices required under this Agreement shall be in writing and delivered personally or sent by certified or registered US Mail, postage prepaid, addressed to such Party at the following respective addresses:

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

COUNTY: County Judge
Washington County Courthouse
100 E. Main St., Suite 104
Brenham, Texas 77833

And shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. All Parties hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

Section 4.3 Waiver of Immunity. No Party hereto has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement or otherwise participating.

Section 4.4 Severability. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices the other Party.

Section 4.5 Entire Agreement. This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire Agreement or the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kinds, exist between the Parties regarding this Agreement.

Section 4.6 Written Agreement. Unless otherwise specified, this Agreement may be amended only by written instrument approved by the Parties hereto.

Section 4.7 Applicable Laws. This Agreement is subject to the laws of the State of Texas, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Section 4.8 Captions. Captions contained in this Agreement are for reference only and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

Section 4.9 Non-Waiver. If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

Section 4.10 Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

Section 4.11 Parties in Interest. This Agreement does not bestow any rights upon any third party, but binds and benefits the City and the County only.

Section 4.12 Counterparts. Signatures hereby may be counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY OF WHICH, this Agreement has been executed on behalf of the Parties hereto as follows:

- a. It has on the _____ day of _____, 20 _____ been executed on behalf of the City by the Mayor of Brenham, Texas, pursuant to action of the City Council of the City of Brenham, Texas authorizing such execution.
- b. It has on the _____ day of _____, 20 _____ been executed on behalf of the County by the County Judge of Washington County, Texas, pursuant to an order of the Commissioners Court of Washington County, Texas authorizing such execution.

CITY OF BRENHAM, TEXAS

Hon. Milton Y. Tate, Jr., Mayor

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____ by Milton Y. Tate, Jr., Mayor of the City of Brenham, Texas.

[seal]

Notary Public, State of Texas
Printed Name:

WASHINGTON COUNTY, TEXAS

Hon. John Durrenberger, County Judge

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____ by John Durrenberger, County Judge of Washington County, Texas.

[seal]

Notary Public, State of Texas
Printed Name:



2021 Tourism Grant Request Application Packet

NAME OF ORGANIZATION REQUESTING GRANT:

NAME OF EVENT/PROGRAM/PROJECT:

NAME OF PRIMARY CONTACT:

CONTACT PHONE:

CONTACT EMAIL:

Overview of the Application Process

- Application forms will be available online at www.VisitBrenhamTexas.com/HOTGrantApp on the following dates:

2021 Funding Application Online: August 23, 2021
- See the timeline for 2021 grant requests on page 4 of this packet.
- The Board's Eligibility Committee will review grant requests and submit those eligible to the Funding Committee, which will make funding recommendations to Commissioners Court based on the following:
 1. Strength of the application, and
 2. Funding allocation available for distribution.
- Entities awarded grants will receive grant funding within two weeks of Commissioners Court approval.
- All entities approved for Tourism Grants must submit the Post Event Report within 60 days of each funded event. *Failure to comply with this requirement and expected expenditures may affect future funding decisions.*

Rules of Eligibility and Priority for Hotel Occupancy Tax Funds

- Chapter 351 of the Tax Code states that funds must be used only to promote tourism and the hotel and convention industry directly and must fit into one or more of the nine (9) eligible categories for funding. These categories include:
 1. Funding the establishment, improvement, or maintenance of a convention center or visitor information center.
 2. Paying the administrative costs for facilitating convention registration.
 3. Paying for advertising, solicitation, and promotions that attract tourists and convention delegates.
 4. Expenditures that promote the arts. (Please note that it is not enough that an organization, facility, or event promote the arts; state law requires that the expenditure also must be likely to directly promote tourism and the hotel and convention industry.)
 5. Funding historical restoration or preservation programs. (Please note that it is not enough that an organization, facility, or event promote restoration or preservation programs; state law requires that the expenditure also must be likely to directly promote tourism and the hotel and convention industry.)
 6. Certain sporting event-related expenses.
 7. Certain sporting related structures
 8. Certain tourist shuttles

9. Signage directing tourists to attractions frequently visited by overnight guests

- Applicants applying for HOT funds to advertise an event must focus funds on targeting visitors outside a 50-mile radius of Brenham/Washington County.
- Priority will be given to those events and entities based on their ability to generate overnight stays in Brenham & Washington County. Entities can prove this potential to generate overnight visitors by:

a) Historical information on the number of room nights used during previous years of the same events;

b) Current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the event requesting hotel tax funds;

c) Historical information on the number of guests at hotels or other lodging facilities that attended the funded event; and/or

d) Providing examples of marketing programs and activities that are likely to generate and encourage overnight visitors to local lodging properties.

- The applicant must contact Visit Brenham/Washington County DMO to share information concerning the event and ensure that www.VisitBrenhamTexas.com is listed as a source on any and all promotional information provided to the registrant and/or vendor/event attendees, including event websites.
- To help in determining the amount you will be requesting, please consider how many room nights are needed to replenish the fund. Here is an example to use to determine the number:

\$1,000 Grant Request

$$\$1,000.00 / 100.00 = 10$$

\$100.00 Room Rate

$$10 / .07 = 142 \text{ approximate room rentals}$$

7% HOT Rate

Funding is not solely determined by the number of nights calculated,
but will be considered in priority designation for funding.

Important Dates for 2021 HOT Funding:

2021 Hotel Occupancy Tax Funding **Events/programs/projects occurring July 2021 -December 2021**

Application Packet Available Online	August 23, 2021
Application Due	September 10, 2021
Eligibility Committee Review	September 13-15, 2021
Funding Committee Review	September 16, 2021
Commissioners Court Consideration	September 21, 2021
Tourism Grant Award Notifications and Funding	September 27-30, 2021

Post Event/Program/Project (E/P/P) Reports due within 60 days of each funded event.

2022 Hotel Occupancy Tax Funding **Events/programs/projects occurring January 2022 -June 2022 (Round 1);** **and from July 2022 – December 2022 (Round 2)**

	Round 1 for 2022	Round 2 for 2022
Application Packet Available Online	November 1, 2021	May 2, 2022
Application Due	November 19, 2021	May 20, 2022
Eligibility Committee Review (will include 2021 Post E/P/P Report Review, if applicable)	November 29 – December 1	May 23 – May 25, 2022
Funding Committee Review	December 2, 2021	May 26, 2022
Commissioners Court Consideration	December 7, 2021	May 31, 2022
Tourism Grant Award Notifications and Funding	December 13-16, 2021	June 6 – 9, 2022

2021 Tourism Grant Round 1 Funding Application

Submitting An Application:

Tourism Grant applicants for funding of an Event/Program/Project (E/P/P/) must submit a completed application and provide required documentation. The application deadline for 2021 funding is January August 23, 2021, at 5:00 pm.

Completed applications will be accepted online by Nancy Joiner at njoiner@cityofbrenham.org Online applications are the preferred method, but applications will also be accepted at the Brenham/Washington County Visitor Center 115 W. Main, Brenham, Texas 77833.

Multiple applications will be accepted from groups, but each event/program must have a separate application.

It is the applicant's responsibility to provide email addresses/phone numbers that will allow them to be contacted expediently and to update Joiner of any changes.

Organization and Contact Information:

Legal name of organization requesting funds: _____

Organization mailing address: _____

Tax ID#: _____

Mission or Purpose of your organization: _____

Organization Website: _____

Organization Social Media: _____

Name of primary contact: _____

Title of primary contact: _____

Mailing address of primary contact: _____

Email: _____

Phone: _____ Cell: _____

Event/Program/Project Information:

Name: _____

Date for event/program/project: _____

Website or Webpage for event: _____

Did you create a Facebook Event for this year: ____ Yes ____ No

Amount Requested: \$ _____

How the funds will be used: _____

Are there any other events/activities occurring in the county on the same day as your event/program?
If so, please list: _____

If not for an event, is the request to promote an arts program? ____ Yes ____ No

If yes, please explain how it satisfies the requirement of directly impacting tourism and the hotel and convention industry:

Is this request to fund historical restoration or preservation project? ____ Yes ____ No

If yes, please explain how it satisfies the requirement of directly impacting tourism and the hotel and convention industry:

Which Category or Categories Apply to Your Funding Request, and the Amount Requested Under Each Category. Please check all that apply:

____ Convention Visitor Information Center: \$ _____

____ Registration of Convention Delegates: \$ _____

____ Advertising: \$ _____

____ Promotion of the Arts: \$ _____

____ Historical Restoration and preservation: \$ _____

____ Sporting Event: \$ _____

____ Tourist Transportation: \$ _____

____ Tourist Information Signage: \$ _____

Attendance, Funding, and Hotel Booking Information

Number of years you have held this event: _____ Expected attendance: _____

Please list other businesses, organizations, governmental entities and grants that have offered financial support for your event/program: _____

Provide the following information for this Event/Program:

Month/Year Held	Attendance (Verified?)	HOT Funding Assistance Amount	Number of Rooms Used
2019			
2018			
2017			

Has a room block been established for this event? _____ If so, list which hotels and estimate how many rooms at each: _____

If you are a permanent facility (e.g. museum, visitor center) please estimate the following:

Monthly attendance: _____ Annual attendance: _____

Estimated percentage of monthly attendees staying in area hotels: _____%

What method will you use to determine the number of people booking hotel rooms? _____

Will you contact Visit Brenham/Washington County to assist in room blocks? _____ Yes _____ No

Advertising/Promotional/Marketing Efforts

Please check all promotional efforts your organization is coordinating and the total amount financially committed to each:

_____ Newspaper: \$ _____ Radio: \$ _____

_____ Television: \$ _____ Social Media: \$ _____

_____ Other: \$ _____

_____ Paid advertising consultant/design: \$ _____

What geographical area(s) will be the focus of your advertising: _____

What date will promotion and marketing efforts begin for this event? _____

What date did you update your event/organization listing on the DMO website? _____

Economic Impact:

Please describe how this event/program will increase tourism or have a positive economic impact on Brenham/Washington County: _____

How will this event/program generate overnight stays in Brenham/Washington County? _____

How much Hotel Occupancy Tax is projected to be generated by this event/program?

of rooms: _____ X # of nights: _____ X avg room rate: \$ _____ X tax \$ 0.07 = \$ _____

How will this information be verified? _____

What local businesses are being used to accomplish this project? (food, porta potties, etc.)

Name of Business	Role

Required Attachments:

Along with the required application, please submit the following attachments:

- _____ Itemized, detailed list of expenditures for Tourism Grant
- _____ Expense and/or marketing plan, including targeted audience and list of media to be used
- _____ List of Board of Directors/Event Committee with contact phone numbers
- _____ Event planning timeline or timeline through project completion
- _____ Schedule of activities relating to your expenditure
- _____ W9 form for organization or representative to be reimbursed
- _____ Any other information you feel will support your application

POST EVENT/PROGRAM/PROJECT (E/P/P) REPORT:

A Post Event/Program/Project (E/P/P) Report is required to be submitted within 60 days of completion of the event/program. The completed form may be emailed to njoiner@cityofbrenham.org or delivered to the Visit Brenham/Washington County Visitor Center, 115 W. Main Street, Brenham, Texas 77833. **Failure to submit a Post Event/Program report could affect future funding recommendations for HOT funds.**

I understand the Texas limitations placed on use of Hotel Occupancy Tax funds, and certify that the requested funds will be used only for purposes described in this application. I understand the use of HOT funds is subject to audit.

Signature: _____

Print Name: _____

Title: _____ Date: _____

DRAFT

**2021 Tourism Grant
Post Event/Program/Project Report Form**

All entities that receive Tourism Grant funding must submit a Post E/P/P Report Form within sixty (60) days of each funded event/project. A copy of all paid invoices must be attached.

REQUESTING ENTITY INFORMATION:

Name: _____

Contact Name: _____

Email: _____ Cell: _____

EVENT/PROJECT EXPENDITURE

Name of event/project: _____

Date of Event: _____

Amount of Hotel Occupancy Tax Received: _____

Amount Used from Hotel Occupancy Tax: _____

Actual percentage of event cost covered by HOT: _____

If funds were requested for an event:

1. What was the estimated attendance for the event in your Tourism Grant application: _____
2. What would you estimate as the actual attendance at the event: _____
3. How many room nights were generated in Brenham/Washington County hotels and/or B&B's: _____
4. Was a room block established for this event: _____ How many room nights were generated directly through the room block: _____

If funds were requested for a Program/Project:

1. How did tourism/lodging properties benefit from the Program/Project: _____
2. How many room nights would you estimate were generated in Brenham/Washington County lodging properties by the organization: _____
3. Were room blocks established by any groups benefitting from the program/project?
_____ Yes _____ No # of room nights: _____

EVENT/PROJECT PROMOTION INFORMATION

Please check all efforts your organization accomplished and how much was actually spent in each category:

Newspaper/Magazine: \$ _____

Radio: \$ _____

Social Media: \$ _____

Other Paid Advertising: \$ _____

Number of press releases to media: _____

Other promotions: _____

Did you include a link to the DMO on your promotional handouts and on your website for booking overnight stays for the event? _____ Yes _____ No

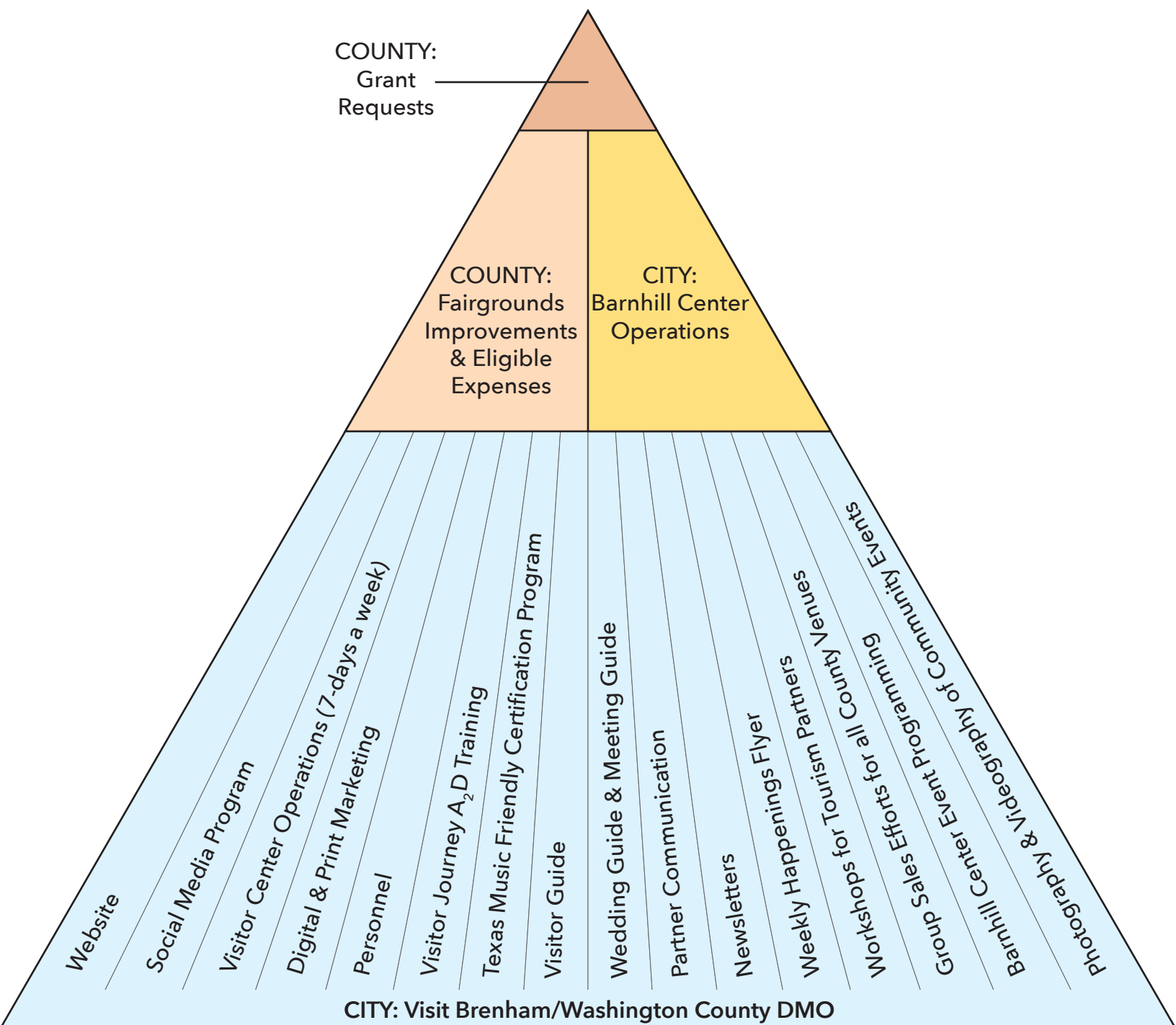
Please attach samples of documents showing how Visit Brenham/Washington County was recognized in your advertising/promotional campaigns.

SUBMISSION OF POST EVENT/PROGRAM/PROJECT REPORT

This Post Event/Program/Project (E/P/P) Report is required to be submitted within 60 days of completion of the event/program. The completed form may be emailed to njoiner@cityofbrenham.org or delivered to the Visit Brenham/Washington County Visitor Center, 115 W. Main Street, Brenham, Texas 77833. Failure to submit a Post Event/Program report could affect future funding recommendations for HOT funds.

ATTACHMENT A

GOVERNMENTAL ENTITY FUNDING & RESPONSIBILITIES





Regular City Council
AGENDA ITEM 17.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-021 Providing for the Approval of the Bylaws of the Tourism Advisory Board of the City of Brenham and Washington County, Texas

Meeting Type: Regular Meeting-August 19, 2021

Department: Tourism & Marketing

Staff Contact: Jennifer Eckermann

Classification: Regular

SUMMARY STATEMENT:

The Tourism Advisory Board (TAB) is established as part of the Tourism ILA with Washington County, and Bylaws for this Board are attached. There are several committees included as part of these Bylaws:

- Eligibility Committee: will review Tourism Grant requests and present eligible applications to the Funding Committee
- Funding Committee: determines grant awards based on County HOT budget allocation
- Texas Music Friendly Committee: fulfills requirement of the MOU between the City of Brenham and the Texas Music Office
- Washington County Expo Committee: works with the Expo Director, and provides quarterly reports to the TAB

ATTACHMENTS:

- (1) Resolution No. R-21-021
(2) Bylaws of the Tourism Advisory Board

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve Resolution No. R-21-021 approving the Bylaws of the Tourism Advisory Board of the City of Brenham and Washington County, Texas

RESOLUTION NO. R-21-021

A RESOLUTION PROVIDING FOR THE APPROVAL OF THE BYLAWS FOR THE TOURISM ADVISORY BOARD OF THE CITY OF BRENHAM AND WASHINGTON COUNTY, TEXAS

WHEREAS on August 5, 2021 the City of Brenham and Washington County entered into an Interlocal Agreement to jointly advocate and promote tourism programs and services; and

WHEREAS, the City and County desire to work together to promote tourism programs and services in Brenham and Washington County and are authorized pursuant to the Texas Tax Code, Chapters 351 and 352, respectively, to adopt a Hotel Occupancy Tax; and

WHEREAS, the City and County desire to dissolve the Brenham-Washington County Hotel Occupancy Tax Board and jointly establish a Tourism Advisory Board to advise and support the implementation of strategic tourism objectives and to assist in the allocation of Hotel Occupancy Tax funds; and

WHEREAS, any Bylaws formally adopted for the Brenham-Washington County Hotel Occupancy Tax Board are hereby repealed in their entirety; and

WHEREAS the Tourism Advisory Board serves the City Council of the City of Brenham, Texas and the Commissioner's Court of Washington County, Texas;

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

SECTION 1. The attached Bylaws of the Tourism Advisory Board, attached hereto as Exhibit "A" and incorporated herein for all pertinent purposes, are hereby approved and adopted.

SECTION 2. This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED on this the 19th day of August 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

**BY-LAWS OF
THE TOURISM ADVISORY BOARD
OF THE CITY OF BRENHAM
AND WASHINGTON COUNTY, TEXAS**

**ARTICLE I
NAME OF ORGANIZATION**

Section 1:

The name of this organization shall be the Tourism Advisory Board hereinafter referred to as “this Board” of the City of Brenham, Texas and Washington County, Texas.

Section 2:

This Board will implement its objectives and purposes in the City of Brenham, Texas and the County of Washington, Texas.

Section 3:

The street address of the office of this Board shall be the same as for the City of Brenham, Texas, or at such location as may be designated by the City Council of the City of Brenham, Texas, in agreement with Washington County Commissioners Court.

**ARTICLE II
AUTHORITY**

The creation of this Board is authorized by City of Brenham, Texas and Washington County Commissioners Court, and is a necessary and helpful advisory board to both the City Council of the City of Brenham, Texas and the Commissioners Court of Washington County, Texas.

**ARTICLE III
PURPOSE AND RESPONSIBILITY**

The purpose and responsibility of this Board shall include, but not be limited to, the following:

- A. To advise and support the Brenham/Washington County Destination Marketing Organization (DMO).
- B. To advocate for the continued development of tourism and cultural assets.

ARTICLE IV **MEMBERSHIP**

Section 1:

Membership in this Board shall consist of residents of the City of Brenham and Washington County. This Board shall consist of seven (7) members.

Section 2:

Five (5) Board members shall be appointed by the City Council of the City of Brenham and two of the following the Washington County Tourism Liaison or a member of the Washington County Commissioners Court or Washington County Expo Director shall represent the Washington County Commissioners Court.

Section 3:

The term of membership of this Board appointed by the City Council of the City of Brenham shall be staggered three (3) year terms, and such a Board member shall be able to succeed himself/herself, subject to reappointment by the City Council. Board membership appointed by the City Council of the City of Brenham shall be limited to three (3) full consecutive terms, with a minimum one (1) year absence from the Board before consideration for reappointment. Two of the following the Washington County Tourism Liaison or a member of the Washington County Commissioners Court or Washington County Expo Director representing the Washington County Commissioners Court shall serve on the Board perpetually unless and until these bylaws are revised, or these positions cease to exist.

Section 4:

Resignation from this Board shall be by letter to the Board Chairperson, Mayor, and County Judge. Vacancies resulting from resignation or any other cause will be filled by the City Council of the City of Brenham or the Washington County Commissioners Court, depending on whether the Board position was a City of Brenham appointment or a Washington County appointment. A person appointed to fill a vacancy on the Board shall serve for the remaining unexpired term of the position to which the person is appointed.

Section 5:

A Board member appointed by the City Council of the City of Brenham who is unable to participate in Board business shall be expected to tender his/her resignation.

A Board member appointed by the City Council of the City of Brenham who misses three (3) consecutive meetings will be counseled by the Chairperson and is subject to removal by vote of the City Council.

A Board member appointed by the City Council of the City of Brenham who misses fifty percent (50%) of the scheduled meetings in a one (1) year period shall not be eligible for reappointment.

Section 6:

A Board member may cast only a single vote on any issue. Proxy votes are prohibited. Alternate and ex-officio members shall not vote.

Section 7:

The terms of office of the members appointed by the City Council of the City of Brenham and officers of this Board will be on the calendar year.

Section 8:

Professional staff members of the City of Brenham or Washington County assigned to work with this Board shall be non-voting ex-officio members of this Board.

ARTICLE V
OFFICERS

Section 1:

- A. The Chairperson shall be elected annually by the members of this Board and shall serve at the pleasure of the City Council of the City of Brenham and the Commissioners Court of Washington County. Resignation of the Chairperson from the Chairperson position shall be by letter to all other Board members. If the Chairperson resigns from the Chairperson position but continues to serve on this Board, the members of this Board shall elect a new Chairperson as soon as practicable.
- B. Resignation of the Chairperson from this Board shall be by letter to all other Board members, the Mayor of the City of Brenham, and the County Judge of Washington County. An unexpired term will be filled by vote of the City Council of the City of Brenham if the Board position was a City of Brenham appointment.

Section 2:

- A. The Chairperson of this Board shall preside at all meetings of this Board and shall perform such duties as may be assigned by this Board or by the City Council and the Commissioners Court. The Chairperson shall have the power to appoint subcommittees, as he/she deems necessary to achieve the objectives of this Board.
- B. In the absence of the Chairperson, Board members present shall elect a temporary presiding officer to serve as Chairperson during the meeting.

ARTICLE VI
COMMITTEES

Section 1:

The following Committees have been created for special purposes.

Grant Eligibility Committee: Biannually will review Post Event Reports and determine eligibility and priority of Tourism Grant requests based on state law requirements for the promotion of tourism as authorized by the Texas Tax Code, Chapters 351 and 352, in the manner as each Chapter may be respectively applicable to the City or County, and present findings to Tourism Grant Funding Committee for consideration. The Committee will consist of five (5) members: two (2) Board members appointed by the Chairperson, the Director of Tourism & Marketing for Visit Brenham/Washington County DMO, the DMO Group Sales Manager, and the Tourism and Marketing Coordinator.

Tourism Grant Funding Committee: Biannually will review Tourism Grant requests and will make funding recommendations to the Washington County Commissioners Court. The five (5) members of this Committee will be appointed by Washington County Commissioners Court.

Texas Music Friendly Committee: this committee fills requirements of certification as a Texas Music Friendly Community.

Washington County Expo Committee: works with County staff to support work of facility within the tourism industry.

Section 2:

Other committees may be created by this Board for special purposes.

Section 3:

Other than the Grant Eligibility Committee and the Tourism Grant Funding Committee, Committee Chairpersons and members shall be approved by and appointed by the Chairperson of this Board, and City and County liaisons.

ARTICLE VII **SPECIAL SUBCOMMITTEES**

Section 1:

Subcommittees may be created by this Board for special purposes.

Section 2:

Subcommittee Chairpersons and members shall be appointed by the Chairperson of this Board.

Section 3:

Subcommittees will automatically dissolve upon completion of their special work and submission of their report to the Board.

ARTICLE VIII

MEETINGS AND COMMUNICATION

Section 1:

This Board shall meet on call of the Chairperson or on call of a majority of the members of this Board.

Section 2:

The City Manager of the City of Brenham shall designate staff to record proceedings of the meeting and to prepare official minutes of the Board meeting. The designated City staff person is responsible for providing, via electronic delivery, written copies of the Board meeting minutes and any other necessary documents to the City Manager, County Judge and the County Tourism Liaison. The agenda shall be posted on the external bulletin board at the City Hall and on the bulletin board of the County Courthouse at least 72 hours prior to the meeting time. Meetings of this Board will be held in compliance with provisions of the Texas Open Meetings Act.

Written notice of the meeting and minutes of the last meeting will be delivered electronically to each member of this Board, the County Judge and the City Manager by the designated City staff person.

Section 3:

Emergency meetings to address matters of an urgent nature may be called provided each member is notified by telephone or by personal contact, provided notice is posted at least one (1) hour prior to the meeting time, and provided said meeting is held in compliance with the provisions of the Texas Open Meetings Act.

Section 4:

All meetings of this Board shall be open to the public, provided that the Board may meet in closed session during a meeting as authorized by the Texas Open Meetings Act.

ARTICLE IX

GOVERNMENTAL ENTITY FUNDING AND RESPONSIBILITIES (Attachment A)

Section 1:

The City of Brenham will manage, operate and fund the Visit Brenham/Washington County DMO and The Barnhill Center, with funds collected within the city limits of the City of Brenham. The DMO will present quarterly reports to the Tourism Advisory Board and will provide staff to record and distribute minutes, prepare agendas and post meetings.

Section 2:

Washington County will collect hotel occupancy taxes outside of the City of Brenham. The County will review and fund eligible projects at the Washington County Expo. The County will also fund County-wide Tourism Grant requests (including projects located within the City) and the County Treasurer will disburse funds for approved events/programs/projects.

ARTICLE X **QUORUM**

Four (4) members of this Board present shall constitute a quorum. Any action taken by this Board shall be by simple majority vote of members present.

ARTICLE XI **RULES FOR PROCEDURE / STATUTORY REQUIREMENTS**

Section 1:

Robert's Rules of Order shall govern on all matters of parliamentary procedures.

Section 2:

This Board shall be subject to any rules, regulations, acts or mandates placed on the City of Brenham or Washington County Commissioners Court by local, state or federal governments.

ARTICLE XII **AMENDMENTS TO BY-LAWS**

These By-laws may be amended by approval of the City of Brenham City Council and the Washington County Commissioners Court. This Board may make recommendations for amendments to the by-laws by written request to the City of Brenham City Council and the Washington County Commissioners Court.

ARTICLE XIII **CONFLICTS**

Section 1:

Members of this Board shall not use their position on this Board for a purpose that is or gives the appearance of being a conflict of interest. In the event that a Member becomes aware of a conflict of interest, or potential conflict of interest, with regard to any particular item being considered by the Board, the Director shall immediately bring the same to the attention of the presiding officer of the meeting and shall abstain from the consideration of and voting on the item, unless the Board determines that no conflict of interest exists.

Section 2:

In the event that a Board member is also a member of a group or event requesting funding from the Board, said Board member will recuse himself/herself from any recommendation or vote as it pertains to their group or event.

CERTIFICATION

These by-laws of the Tourism Advisory Board are hereby duly adopted by the City of Brenham, Texas, City Council on this _____ day of _____, ____.

Milton Y. Tate, Jr., Mayor
City of Brenham, Texas

ATTEST:

Jeana Bellinger, TRMC, City Secretary
City of Brenham, Texas

These by-laws of the Tourism Advisory Board are hereby duly adopted by the Washington County Commissioners Court on this _____ day of _____, ____.

John Durrenberger, County Judge
Washington County, Texas

ATTEST:

Beth Rothermel, County Clerk
Washington County, Texas



Regular City Council
AGENDA ITEM 18.

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to Container Source, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside the City of Brenham City Limits

Meeting Type: Regular Meeting-August 19, 2021

Department: Administration

Staff Contact: Jeana Bellinger

Classification: Regular

SUMMARY STATEMENT:

Roll-off dumpster service is the delivery and removal of large (10-40 cubic yard) dumpsters for temporary use on private property. Per Section 11-70 of the Code of Ordinances, providers of roll-off service in the City limits must obtain a franchise agreement from the City. The City currently has franchise agreements with ten (10) businesses for the provision of roll-off dumpster services within the City limits. Residents and contractors can contact Public Utilities and obtain a list of these franchisees. This allows citizens to request multiple quotes and obtain competitive pricing.

The City was recently contacted by a local sanitation company, Container Source, with a request for a franchise. They are located in Washington County and have been offering storage container sales and rentals for the past six years. They recently acquired All-State Waste and are now offering roll-off service. The Ordinance being presented for your consideration grants Container Source, LLC a non-exclusive franchise. This ordinance provides Container Source the authority to collect demolition/construction debris and/or solid waste from commercial, residential, and industrial sites using roll-off containers and/or commercial compactors. A non-exclusive franchise fee of 5% gross revenue will be paid to the City of Brenham monthly.

The initial term of this agreement is from execution to September 30, 2022. Thereafter, it will automatically renew every year for a one-year term beginning October 1st.

ATTACHMENTS:

(1) Ordinance for first reading

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Ordinance on its first reading to grant a Non-Exclusive Franchise to Container Source, LLC to operate a roll-off container service for residents, businesses, and industries inside the City of Brenham city limits.

ORDINANCE NO. O-_____

AN ORDINANCE GRANTING CONTAINER SOURCE, LLC, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF BRENHAM FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING SOLID WASTE FROM COMMERCIAL, RESIDENTIAL AND INDUSTRIAL SITES USING ROLL-OFF CONTAINERS AND/OR COMMERCIAL COMPACTORS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES AND FOR PARTIAL INVALIDITY.

WHEREAS, the City of Brenham may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of the City of Brenham and for the collection and disposal of solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection and disposal of certain solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham hereinafter referred to as "CITY" desires to grant this franchise to Container Source, LLC, under the terms of this Agreement as set out below.

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

**SECTION 1.
DEFINITIONS**

Agreement. This contract between the City of Brenham and for the provision of certain roll-off container and/or commercial compactor service within the corporate limits of the City of Brenham under certain terms and conditions set out herein.

City of Brenham. Also referred to as "CITY" in this Agreement.

City Council. Also referred to as "COUNCIL" denoting the governing body of the City of Brenham.

Customers. Those industrial, residential, and/or commercial premises located within the CITY that generates solid waste requiring collection using roll-off containers and/or commercial compactors.

Solid Waste. All putrescible and nonputrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes.

Roll-Off Containers. A type of solid waste industry container that is loaded by a winch truck. Also referred to as “container”.

Commercial Compactor. A type of solid waste industry container that is loaded by a winch truck and compacts solid waste. Also referred to as “compactor”.

Container Source, LLC. Herein-after referred to as "CONTAINER SOURCE". The party contracting with the CITY for roll-off container and/or commercial compactor service, which contains demolition/construction debris or solid waste.

SECTION 2. GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED

For and in consideration of the compliance by CONTAINER SOURCE with the covenants and conditions herein set forth, and the Charter, Ordinances and Regulations of the City governing the collection and disposal of solid waste, CITY hereby grants to CONTAINER SOURCE a non-exclusive franchise for use of designated public streets, alleys and thoroughfares within the corporate limits of City for the sole purpose of engaging in the business of collecting solid waste using roll-off containers and/or commercial compactors from commercial, residential and industrial sites within the jurisdictional limits of CITY, as approved by the City Manager or his designee.

SECTION 3. AUTHORITY FOR TO PROVIDE SERVICE

CITY hereby grants to CONTAINER SOURCE the privilege to collect from commercial, residential, and industrial customers within the City limits solid waste using roll-off containers and/or commercial compactors only.

SECTION 4.
DISPOSAL SITE TO BE USED

Unless approved otherwise in writing by the CITY, CONTAINER SOURCE shall utilize any Type I permitted landfill that CONTAINER SOURCE deems appropriate and is authorized for disposal of all solid waste, which is collected by CONTAINER SOURCE from within the corporate limits of the CITY.

SECTION 5.
RATES TO BE CHARGED

A written Schedule of Rates that CONTAINER SOURCE shall charge for the aforementioned services shall be provided to each customer, and such Schedule of Rates may be revised periodically as agreed by CONTAINER SOURCE and its customers. CONTAINER SOURCE shall immediately provide the CITY with copies of any and all revised Schedule of Rates documents.

SECTION 6.
PAYMENTS TO CITY

For and in consideration of the use of designated streets, alleys, and thoroughfares as well as in consideration of the covenants and agreements contained herein, CONTAINER SOURCE agrees and shall pay to CITY upon acceptance of this Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of CONTAINER SOURCE'S monthly gross revenues generated from CONTAINER SOURCE'S provision of solid waste roll-off container collection services within the CITY excluding actual landfill tipping charges.

Any revenue received by CONTAINER SOURCE in excess of the actual landfill tipping charges will be subject to the franchise fee and shall be computed into CONTAINER SOURCE'S monthly gross revenue. Said payment shall be paid monthly to the City of Brenham Attn: City Secretary and must be received by the CITY no later than the twenty-fifth (25th) day of the month following the end of the previous month. If the payment due date falls on a Saturday, Sunday or other holiday designated by the CITY, the payment must be received by the CITY on the next regular business day.

Payments received by the CITY after the due date shall be assessed a ten percent (10%) penalty on the outstanding franchise fee amount owed under this Section.

Failure by CONTAINER SOURCE to pay amounts due under this Agreement, after written notice by CITY, shall constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM), and/or any other remedy available to the CITY in law or equity.

SECTION 7. ACCESS TO RECORDS & REPORTING

CITY shall have access to CONTAINER SOURCE'S records, billing records of those customers served by CONTAINER SOURCE and all papers relating to this Agreement and the operation of solid waste roll-off container collection and disposal services within the CITY. Access by CITY to CONTAINER SOURCE records shall be provided to CITY within ten (10) business days, after written notice to CONTAINER SOURCE during normal business hours.

The following records and reports shall be filed quarterly with the City Secretary or his/her designee:

- A. Reports of all complaints, investigations, and actions taken by CONTAINER SOURCE with regard to services provided pursuant to this Agreement.
- B. A listing of all CONTAINER SOURCE accounts served and monthly revenue derived from roll-off containers placed in the CITY under the terms of this Agreement. The reports should include: a unique customer identification or account number, frequency of pick-up, size of container and monthly charges.

The CITY is subject to the Texas Public Information Act ("Act"). Generally, the Act requires the release of requested information by the CITY, but there are exceptions. If the requested information meets the criteria outlined in the exceptions, the CITY may decline to release the information for the purpose of requesting a decision from the Texas Attorney General's Office. The Act excepts from public disclosure trade secrets and certain commercial or financial information. The Act states the CITY may withhold:

- A. A trade secret obtained from a person and privileged or confidential by statute or judicial decision; or
- B. Commercial or financial information for which it is determined based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained.

Pursuant to Section 552.305 of the Act, the CITY is obligated to make a good faith attempt to contact third parties who have a trade secret interest or a commercial financial interest in the information that's been requested so that the third party has an opportunity to submit reasons to the Texas Attorney General's Office why the information should be withheld or released.

The CITY will comply with Section 552.305 of the Act with regard to any requests for records concerning CONTAINER SOURCE that invoke Section 552.305.

SECTION 8. PLACEMENT OF CONTAINERS

All roll-off containers and/or compactors placed for service within CITY shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall CONTAINER SOURCE place containers on public streets, alleys and/or thorough fares without the prior written approval of the CITY. CITY reserves the right to specify to CONTAINER SOURCE the exact location and time period allowed for placement of any roll-off container(s) it places for service in CITY.

CONTAINER SOURCE agrees and acknowledges that it shall be liable for any and all damages it causes to any public street, alley and/or thorough fare, and associated improvements and CONTAINER SOURCE will pay CITY's entire construction costs and other expenses associated with repairing and/or replacing the damaged public street, alley and/or through fare, and associated improvements.

SECTION 9. CONTAINER MAINTENANCE

CONTAINER SOURCE agrees to properly maintain as necessary, including but not limited to cleaning and painting, all roll-off containers placed for service within CITY.

SECTION 10. COMPLAINTS REGARDING SERVICE/SPILLAGE

CONTAINER SOURCE shall receive and directly respond to any complaints pertaining to service from their roll-off containers and/or compactor customers located within CITY. However, any such complaints received by CITY shall be forwarded to CONTAINER SOURCE within twenty four (24) hours of their receipt by CITY. CONTAINER SOURCE shall respond to all complaints within twenty four (24) hours of receiving notice of such complaint from CITY and shall report to CITY as to the action taken. Failure by CONTAINER SOURCE to respond and report to CITY on action taken within this twenty four (24) hour period may subject CONTAINER SOURCE to a \$25.00 per incident charge from CITY payable with the next payment due to CITY under Section 6 of this Agreement.

CONTAINER SOURCE agrees that during transport all vehicles used by CONTAINER SOURCE in the removal of solid waste shall be properly covered to prevent spillage, blowing, or scattering of refuse onto public streets or properties adjacent thereto. All equipment necessary for the performance of this Agreement shall be in good condition and repair. A standby vehicle shall always be available. CONTAINER SOURCE vehicles shall at all times be clearly marked with CONTAINER SOURCE'S name in letters not less than three (3) inches in height.

SECTION 11.
OBEISANCE OF LAWS

CONTAINER SOURCE agrees that it shall comply with all laws, policies, rules and regulations of the United States, State of Texas, and CITY. All collections made hereunder shall be made by CONTAINER SOURCE without unnecessary noise, disturbance, or commotion.

SECTION 12.
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY

It is understood by and between the parties that this Agreement executed by and between the parties on the _____ day of _____, 20____, constitutes the only agreement between the parties. It is further understood and agreed that there are no other agreements between these parties with regard to the disposal of commercial, industrial or residential solid waste in the CITY using roll-off containers/compactors and that this Agreement does not authorize CONTAINER SOURCE to utilize the streets, alleys or public ways to dispose of commercial, industrial, or residential solid waste other than demolition and construction debris. Both parties agree and understand that nothing in this Agreement conveys to CONTAINER SOURCE an exclusive franchise for the services described in this Agreement and that this Agreement is non-exclusive.

SECTION 13.
OWNERSHIP OF MATERIALS COLLECTED

Nothing herein shall create or be construed to convey any title to CITY of any solid waste collected pursuant to the provisions of this agreement.

SECTION 14.
INTERRUPTION OF SERVICE OR DEFAULT

A. Termination of Service. In the event that CONTAINER SOURCE terminates service to any customer with the CITY limits for cause, CONTAINER SOURCE must notify the CITY through certified mail within forty-eight (48) hours of termination and state the cause of such termination.

B. Excessive Interruption in Service. If the interruption in service continues for a period of seventy-two (72) hours or more, then it may constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM).

SECTION 15. FAILURE TO PERFORM

It is expressly understood and agreed by the parties that if at any time CONTAINER SOURCE shall fail to perform any of the terms, covenants, or conditions herein set forth, CITY may after a hearing as described herein, revoke and cancel the Agreement by and between the parties and said Agreement shall be null and void. Upon the determination by the staff of CITY that a hearing should be held before the City Council, CITY shall mail notice of the hearing to CONTAINER SOURCE, at the address designated herein or at such address as may be designated from time to time, by registered or certified mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council and CONTAINER SOURCE shall be allowed to present evidence and given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Agreement between the parties at no penalty to the CITY.

SECTION 16. INDEMNIFICATION

In the event CITY is damaged due to the act, omission, mistake, fault or default of CONTAINER SOURCE, then CONTAINER SOURCE shall indemnify and hold CITY harmless for such damage.

CONTAINER SOURCE is to indemnify and hold CITY harmless for any disposal of any prohibited material whether intentional or inadvertent.

CONTAINER SOURCE shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners caused by CONTAINER SOURCE, its agents, employees, and representatives.

CONTAINER SOURCE agrees to and shall indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by CONTAINER SOURCE under this Agreement, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.

SECTION 17. INSURANCE

CONTAINER SOURCE shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTAINER SOURCE, its agents, representatives, volunteers, employees or subcontractors.

CONTAINER SOURCE'S insurance coverage shall be primary insurance with respect to the CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be considered in excess of the CONTAINER SOURCE'S insurance and shall not contribute to it.

CONTAINER SOURCE shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Certificates of Insurance and endorsements shall be furnished to CITY and approved by CITY before work commences.

A. STANDARD INSURANCE POLICIES REQUIRED

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Worker's Compensation Policy

B. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

1. General Liability and Automobile Liability insurance shall be written by a carrier with a better rating in accordance with the current Best Key Rating Guide.
2. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
4. Claims Made Policies will not be accepted.
5. The CITY, its officials, employees and volunteers are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.
6. A Waiver of Subrogation in favor of the CITY with respect to the General Liability, Automobile Liability, and Workers' Compensation insurance must be included.
7. Each insurance policy shall be endorsed to state that coverage shall not be

suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

8. Upon request, certified copies of all insurance policies shall be furnished to the CITY.

C. COMMERCIAL GENERAL LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
2. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

D. AUTOMOBILE LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

E. WORKERS' COMPENSATION

1. Employer's Liability limits of \$500,000/\$500,000/ \$500,000 are required.

F. CERTIFICATES OF INSURANCE

1. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - a. The company is licensed and admitted to do business in the State of Texas.
 - b. The insurance set forth by the insurance company are underwritten on forms which have been approved by the Texas Department of Insurance or ISO.
 - c. Sets forth all endorsements as required above and insurance coverage's as previously set forth herein.
 - d. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the CITY.
 - e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

SECTION 18. ASSIGNMENT

This Agreement and the rights and obligations contained herein may not be assigned by CONTAINER SOURCE without the specific prior written approval of the City Council. Any assignment by CONTAINER SOURCE without prior written approval of the City Council shall be null and void.

SECTION 19. SAFETY

CONTAINER SOURCE shall perform the collection in accordance with applicable laws, codes, ordinances and regulations of the United States, State of Texas, Washington County, and CITY and in compliance with OSHA and other laws as they apply to its employees. It is the intent of the parties that the safety precautions are a part of the collection techniques for which CONTAINER SOURCE is solely responsible. In the carrying on of the work herein provided for, CONTAINER SOURCE shall use all proper skill and care, and CONTAINER SOURCE shall exercise all due and proper precautions to prevent injury to any property, person or persons. CONTAINER SOURCE assumes responsibility and liability and hereby agrees to indemnify the CITY from any liability caused by CONTAINER SOURCE'S failure to comply with applicable federal, state or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.

SECTION 20. AD VALOREM TAXES

CONTAINER SOURCE agrees to render all personal property utilized in its solid waste operation services to Washington County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of CITY.

SECTION 21. NOTICES

All notices required under the terms of this Agreement to be given by either party to the other shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

City of Brenham
P.O. Box 1059
Brenham, Texas 77834
ATTN: City Secretary

Container Source, LLC
12662 Highway 36 N
Brenham, Texas 77833
ATTN: Dylan Dollar

All notices shall be deemed to have been properly served only if sent by certified mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

SECTION 22. AMENDMENTS

It is hereby understood and agreed by the parties to this Agreement that no alternation or variation to the terms of this Agreement shall be made unless made in writing, approved by both parties, and attached to this Agreement to become a part hereof.

**SECTION 23.
SEVERABILITY**

If any section, sentence, clause or paragraph of this Agreement is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of the Agreement.

**SECTION 24.
TERM OF AGREEMENT**

The term of this Agreement shall be effective beginning on the ____ day of _____, 2021, being the date of acceptance by CONTAINER SOURCE and shall terminate on September 30, 2022.

Thereafter, this Agreement shall automatically renew annually for a subsequent one (1) year terms beginning on October 1 and terminating on the following September 30 unless either party gives written notice of non-renewal by certified mail no later than sixty (60) days prior to the then current termination date. Further, either party may terminate this Agreement without cause at any time by providing the other party with sixty (60) days written notice of termination by certified mail. This section is not intended, nor shall this section be construed, to limit or prohibit a party's ability to terminate this Agreement as otherwise provided in this Agreement.

**SECTION 25.
ACCEPTANCE OF AGREEMENT**

That CONTAINER SOURCE shall have sixty (60) days from and after the final passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary, and upon such acceptance being filed, this Ordinance shall take effect and be in force from and after the date of its acceptance, and shall effectuate and make binding the agreement provided by the terms hereof.

**SECTION 26.
AUTHORIZATION TO EXECUTE**

The parties signing this Agreement shall provide adequate proof of their authority to execute this Agreement. This Agreement shall inure to the benefit and is binding upon the parties hereto and their respective successors or assigns, but shall not be assignable by either party without the written consent of the other party.

**SECTION 27.
PUBLIC MEETING**

It is hereby found and determined that the meeting(s) at which this Ordinance was considered were open to the public, as required by Chapter 551, Texas Government Code, and that advance public notice of time, place, and purpose of said meetings was given in accordance with law.

PASSED and APPROVED on its first reading this ____ day of _____, 20__.

PASSED and APPROVED on its second reading this ____ day of _____, 20__.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 19.

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading to Amend Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham for the Purpose of Repealing Article III, Brenham-Washington County Hotel Occupancy Tax Board, and Providing for a New Article III, Reserved, for Future Amendments to Chapter 24, Taxation

Meeting Type: Regular Meeting-August 19, 2021

Department: Administration

Staff Contact: Jeana Bellinger, TRMC, CMC

Classification: Regular

SUMMARY STATEMENT:

Due to the City and County entering into a new Interlocal Agreement related to tourism and the collection/distribution of hotel occupancy taxes, Chapter 24 of the City's Code of Ordinances needs to be amended to remove any and all wording related to the Brenham-Washington County Hotel Occupancy Tax (HOT) Board.

ATTACHMENTS:

(1) Ordinance for First Reading

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Ordinance on its first reading to amend Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham for the purpose of repealing Article III, Brenham-Washington County Hotel Occupancy Tax Board, and providing for a new Article III, Reserved, for future amendments to Chapter 24, Taxation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING CHAPTER 24, TAXATION, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BY REPEALING ARTICLE III, BRENHAM-WASHINGTON COUNTY HOTEL OCCUPANCY TAX BOARD; PROVIDING FOR A NEW ARTICLE III, RESERVED, FOR FUTURE AMENDMENTS TO CHAPTER 24; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has the authority to adopt ordinances and regulations that are for good government, peace and order of the City; and

WHEREAS, as a home-rule municipality, Texas Local Government Code, Section 51.072 confirms that the City has the full power of local self-government; and

WHEREAS, the City Council desires that Chapter 24, Taxation, Article III, Brenham-Washington County Hotel Occupancy Tax Board, of the City of Brenham's Code of Ordinances be repealed and replaced with reservation wording for future amendments to Chapter 24; and

WHEREAS, the City Council hereby finds that the best interests of the City will be promoted by the enactment of this Ordinance;

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

SECTION 1.

Chapter 24, Taxation, Article III, Brenham-Washington County Hotel Occupancy Tax Board, of the Code of Ordinances of the City of Brenham is hereby repealed.

SECTION 2.

Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham is hereby amended to add Article III to read as follows:

ARTICLE III. RESERVED

Sec. 24-30 – 24-50. RESERVED.

SECTION 3. **SAVINGS CLAUSE**

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 4. **SEVERABILITY**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 5. **REPEALER**

Any other ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 6. **EFFECTIVE DATE**

This Ordinance shall become effective upon adoption and publication as required by law.

SECTION 7.
PROPER NOTICE AND MEETINGS

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

PASSED and APPROVED on its first reading this the ____ day of _____ 2021.

PASSED and APPROVED on its second reading this the ____ day of _____ 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 20.

Agenda Item: Discuss and Possibly Act Upon an Agreement with Franklin Legal Publishing for the Republication, Supplementation and Online Services for the City of Brenham's Code of Ordinances and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-August 19, 2021

Department: Administration

Staff Contact: Jeana Bellinger

Classification: Regular

SUMMARY STATEMENT:

Since the mid 1970's, the City of Brenham has used Municipal Code Corporation out of Tallahassee, Florida for the codification of all our ordinances. The past several years, the cost of this service has increased substantially. In researching other companies that provide ordinance codification services, I discovered that Franklin Legal Publishing can provide the same services at a lower cost to the City (see attachment).

Franklin Legal Publishing is a Texas-based business with over 20 years of experience in helping Texas municipalities. The owner of Franklin Legal Publishing, Kirk Franklin, is a Texas-licensed attorney, which will be a cost benefit as we prepare for a comprehensive legal review of our current Code. As of today, Municipal Code Corporation does not currently staff a Texas-licensed attorney.

It is my recommendation that Council approve the contract with Franklin Legal Publishing for the codification of all ordinances and the legal review of the current Code of Ordinances.

ATTACHMENTS:

- (1) Franklin Legal Publishing Contract
- (2) Cost Comparison

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Agreement with Franklin Legal Publishing for the republication, supplementation and online services for the City of Brenham's Code of Ordinances and authorize the Mayor to execute any necessary documentation.

Prepared for:

City of Brenham, Texas

***CODE OF ORDINANCES REPUBLICATION,
SUPPLEMENTATION AND ONLINE SERVICES***

Submitted by:





Franklin Legal is proud to be the only Texas-based business providing codification services focused on the unique needs of Texas municipalities. Not only do our clients support their home state, they benefit from the advantage of Franklin Legal's Texas-licensed attorneys - something no other firm offers.

With over 20 years of experience, we offer the absolute highest level of personal service, something to which our satisfied clients will attest. Calling our office will result in quick, dependable help, and all staff is trained to go the extra mile to make sure our clients are happy.

Franklin Legal provides the most user-friendly online services available in the industry. Your code is accessible 24/7 from our easy to use website, and your new ordinances can be uploaded and incorporated on whatever schedule you would like.

Moving your code to Franklin Legal is painless and fast. We will convert the current code into our system for print at no cost, and will provide new printed copies of the code.

Ordinances that have not yet been codified will be incorporated into the new code at no cost, meaning that not only will you receive all new codes, you will receive a free code supplement as well. We will then have the code available online for easy access at no cost for the first year, and then at a reduced rate thereafter.

The code can be online and republished within 1 week of receipt of materials, so you will not be waiting months to take advantage of all we can offer.

With years of experience in working with hundreds of Texas cities, we are the clear leader when it comes to accuracy and efficiency in preparing your code supplements. We provide supplements within days of receipt of materials.

With our **Document Vault** solution, we can post PDF's of your ordinances within 2 hours of receipt of your ordinances, providing your city with transparency unavailable with any other firm.

Our online services run at an uptime percentage of 99.99%. System maintenance is reserved for off-hours, and we are constantly updating and improving our site to better serve our clients. Our searching tools allow key word, phrase, Boolean and other search operators. We are the only codifier to offer **FilterSearch** on our website. Not only can you research other municipalities in Texas at no charge, but you can filter your search by city type (home rule or general law) and by population.

Please refer to the following for additional information. We would be happy to answer any questions and talk with you further about the many advantages of joining the growing list of Franklin Legal Publishing codification clients.



This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Franklin Legal Publishing and the City of Brenham, Texas.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and end three years after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

Franklin Legal Publishing, Inc.

A handwritten signature in black ink that reads 'R. Kirk Franklin'.

R. Kirk Franklin

Title: President

Date: July 12, 2021

Accepted by:

CITY OF BRENHAM, TEXAS

By: _____

Title: _____

Date: _____

Franklin Legal Publishing

Conversion, Republication, Supplementation & Website Hosting Services

Price Quotation Sheet¹

Conversion & Republication

No Charge

The code will be posted online in a fully searchable format within 2 weeks (not simply as a PDF) during the republication process. The process includes conversion to our database; removal of supplement numbers; updating of preliminary pages (title page, officials' page, and preface); new page numbers; creation of a consistent style and 3 printed copies of the new code. The process includes the codification of newly adopted legislation during republication at no cost.

- | | | |
|--------------------------|---|---------|
| ☐ | Supplement Services, updated and printed, annual, semiannual or quarterly | \$19.00 |
| ☐ | Supplement Services, updated online monthly, printed quarterly | \$22.50 |

The process includes: Acknowledgement of material; data conversion as necessary; editorial work; incorporating images, graphics and tabular matter; proofreading; updating the index and providing 3 printed copies of each supplement. Concurrent with the shipment of a printed supplement, the online code will be updated at no additional charge. Supplements will be provided on the schedule of the City's choice. Please note that there will be no additional freight fee for shipping the republished code volumes or for shipping future supplement copies. Invoices for supplements are provided upon the completion of the project and are separate from the annual online hosting fee.

Online Code Hosting Services

- | | | |
|--------------------------|--|----------|
| ☐ | Online Code, annually | \$395.00 |
| | – User-friendly functionality | |
| | – Mobile device viewing and searching | |
| | – Simple, advanced, and Boolean searching | |
| | – Saved search capability | |
| | – Print function, including print to PDF | |
| | – Link sharing via email | |
| | – Save to Word/RTF format | |
| | – Hover-link content preview | |
| | – Access to hundreds of other Texas codes at no extra charge | |
| | – Google translate to hundreds of languages | |
| | – Telephone and email support during regular working hours | |

Optional Services (includes all items in base hosting detailed above)

- | | | |
|--------------------------|--|----------------------|
| ☐ | Document Vault | \$15.00 per document |
| | – Online storage of municipal documents (ordinances, resolutions, contracts, etc.) for access | |
| | – Easy upload service. Documents appear <i>online within hours</i> of submission | |
| | – Print function | |
| | – Download to PDF function | |
| | – <u>No annual fee</u> for maintaining your vault | |
| ☐ | Ordinance TrackBack (requires Document Vault)..... | \$500.00 per year |
| | – Ordinances uploaded to Document Vault are hyperlinked to affected sections in the text of the code | |
| ☐ | Access to complete Franklin Legal online code library | <u>No charge</u> |
| | – 24/7 online access to hundreds of Texas municipal codes of ordinances. | |
| | – Multiple-city search, including FilterSearch, exclusive to Franklin Legal Publishing. | |

¹ We pride ourselves on never hiding fine print in footnotes.

Contact us today to join our growing list of clients benefiting from Texas' leading codification and legal review firm!
info@franklinlegal.net • www.franklinlegal.net • 806.797.8281

Asterisks indicate those cities that have chosen to leave their previous codifier and join the Franklin Legal family.

Abernathy	Clarendon*	Greenville	Lancaster	Palacios	Sherman*
Abilene*	Clarksville City	Grey Forest*	Lavon	Pampa*	Shiner
Alba	Claude	Groesbeck	Leander	Panhandle	Slaton*
Alma*	Clyde	Groom	Lefors	Pantego*	Smithville
Anna*	Coleman	Gunter	Leon Valley*	Paradise	Snyder*
Andrews*	Colorado City	Hale Center	Leonard	Paris*	Somerset
Anson	Columbus*	Hallettsville	Levelland	Pecan Hill*	Southside Place
Archer City	Combine*	Hamlin	Liberty*	Pelican Bay	Spearman*
Atlanta	Copper Canyon	Haskell	Liberty Hill	Petersburg	Springtown
Aubrey*	Corrigan	Haslet	Littlefield*	Pflugerville*	Stanton
Aurora	Cottonwood Shores	Hearne*	Llano*	Pilot Point*	Stinnett
Azle	Crandall	Hempstead	Lockney	Pineland	Stratford*
Balcones Heights*	Crosbyton*	Hereford*	Lone Oak	Pittsburg	Sulphur Springs*
Ballinger*	Cross Roads	Highland Park*	Lorenzo	Plains	Sundown*
Bandera	Cuero*	Highland Village*	Lowry Crossing	Plainview*	Sunnyvale
Bangs	Dalworthington	Hillsboro*	Lubbock*	Point Venture	Sunray
Bartlett	Gardens*	Holliday	Lucas*	Post*	Tahoka*
Bartonville	Denver City	Hondo	Lufkin*	Pottsboro	Teague
Beaumont*	DeSoto	Horizon City	Magnolia	Prairie View	TMCA Inc..
Bee Cave	Dilley	Horseshoe Bay	Mart	Presidio	Trenton
Bells	Double Oak	Howardwick*	McCamey*	Providence Village	Trophy Club*
Bellville	Dumas*	Hubbard	McLendon-Chisholm*	Queen City	Troup*
Bertram	Eagle Lake	Hudson Oaks	Memphis	Quinlan	Troy
Beverly Hills*	Earth	Humble*	Mercedes	Ralls*	Tulia*
Big Lake*	Eastland*	Huntington	Mexia*	Ransom Canyon	Tye
Big Sandy*	Edgecliff Village	Hutchins	Midlothian*	Red Oak*	University Park
Blanco	Edna*	Hutto	Milford	Reno-Lamar Co.	Valley View
Blooming Grove	El Campo*	Idalou	Monahans*	Reno-Parker Co.	Vega*
Blue Mound	El Lago*	Ingram	Moody	Rice	Vernon*
Blue Ridge	Elkhart	Iowa Park	Morgan's Pt. Resort	River Oaks*	Village of the Hills
Bonham	Emory	Italy	Morton*	Robstown*	Volente
Borger*	Eules*	Ivanhoe*	Moulton	Rockdale	Waller
Bovina	Eureka	Jacksboro*	Mt. Enterprise	Rockport*	Weimar
Boyd	Fair Oaks Ranch	Jarrell	Muenster*	Rosebud	West
Brady	Fairfield*	Johnson City	Muleshoe	Royse City*	West Lake Hills*
Brazoria	Fairview*	Jonestown	Murphy*	Runaway Bay*	Westover Hills
Briarcliff	Flatonia	Josephine	Navasota*	Sabinal	Westworth Village
Bridgeport*	Florence	Joshua	New Deal	Sachse*	Whitehouse*
Brownfield*	Floydada*	Jourdanton	New Fairview	Saint Jo	Whitney
Brownsboro	Forest Hill*	Junction	New Home	Saint Paul	Wichita Falls*
Bruceville-Eddy	Forney	Katy	New Summerfield	San Augustine	Willow Park
Buda*	Friona*	Kaufman*	Newark	San Benito	Wilmer
Bulverde	Frisco*	Kermit*	Nixon	San Felipe	Wilson
Cactus	Fritch*	Kilgore*	Nocona	San Juan*	Wimberley*
Caddo Mills	Frost	Knox City*	Nolanville	San Saba	Wink*
Caldwell	Garland*	Krugerville	Northlake	Sanger	Winnsboro
Calvert	Giddings*	Krum	Oak Leaf	Sansom Park	Winters
Cameron	Glenn Heights	La Feria	Oak Point	Schulenburg*	Wolfforth
Canadian*	Goliad*	La Grange*	Oak Ridge	Seagoville*	Wortham
Canyon*	Gonzales*	Lake Tanglewood	Odessa*	Seagraves	Yorktown
Cedar Park	Granbury	Lake Worth	Olton	Seminole*	
Celina*	Grand Saline*	Lakeside City	Onalaska	Seymour	
Chandler*	Granger*	Lakeway	Overton*	Shady Shores	
Channing	Granite Shoals*	Lamesa*	Ovilla	Shallowater	

FRANKLIN VS. MUNICODE
COST COMPARISON

	Franklin Legal Publishing	Municipal Code Corporation
Supplement Cost, Per Page	\$19.00	\$19.50
Charge for Images	None	\$10.00 each
Charge for Graphs	None	\$10.00 each
Charge for Tables	None	\$10.00 each
Shipping Costs	None	Varies, based on actual costs*
Annual Online Code Hosting	\$395.00	\$500.00
Ord Bank/DocVault	\$50.00 per document	\$15.00 per document
OrdLink/TrackBack	\$10.00 per document	\$500.00 per year
Admin/Support Fees	\$350.00 per year	None

* 2-year average with Municipal Code was \$15.00

FRANKLIN VS. MUNICODE
SAMPLE COST COMPARISON

The cost comparison shown below is based on: (1) one year of internet service; (2) supplement of 150 pages consisting of 20 images/graphs/tables; (3) 20 ordinances added to OrdBank/DocVault; and (4) 20 ordinances added to OrdLink/TrackBack.

Franklin Legal Publishing	
150-page supplement	\$ 2,850.00
Internet service, 1 year	\$ 395.00
20 pages with tables/graphics	No Charge
Shipping cost	No Charge
20 ordinances in Doc Vault	\$ 300.00
20 ordinances via Track Back	\$ 500.00
<i>(unlimited – billed annually)</i>	
Admin/Support fee	No Charge
TOTAL COST	\$ 4,045.00

Municipal Code Corporation	
150-page supplement	\$ 2,925.00
Internet service, 1 year	\$ 550.00
20 pages with tables/graphics	\$ 200.00
Shipping cost	\$ 7.50
20 ordinances in Ord Bank	\$ 1,000.00
20 ordinances via Ord Link	\$ 200.00
<i>(additional charge for each ordinance added)</i>	
Admin/Support fee	\$ 350.00
TOTAL COST	\$ 5,240.00