



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JUNE 20, 2019 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN ST.
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Pro Tem Ebel**
- 3. Service Recognitions**
 - **Tony Tavary, Information Technology** **5 Years**
 - **Dustin Wendler, Streets** **10 Years**
 - **Jennifer Eckermann, Tourism & Marketing** **20 Years**
- 4. Citizens Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

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

5-a. Minutes from the May 16, 2019 Regular City Council Meeting

5-b. Ordinance No. O-19-018 on Its Second Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Amend Part II, Division II, Section 3.02, Permitted Uses: (Nonresidential Uses) to Allow Signs for Public Facilities Which are Placed by a Government Entity or Public Institution of Higher Education as a Permitted Use in the Local Business/Residential Mixed Use (B-1) District in Brenham, Washington County, Texas (Case No. P-19-020)

5-c. Ordinance No. O-19-019 on Its Second Reading Establishing an Ad Valorem Tax Freeze for Residential Homestead Property Owners of the City of Brenham Who Are Disabled or 65 Years of Age or Older

Pages 1 - 12

WORK SESSION

6. **Discussion and Presentation Related to the Possible Amendment of Chapter 27, Vehicles for Hire, of the Code of Ordinances of the City of Brenham**

Pages 13 - 18

REGULAR SESSION

7. **Discuss and Possibly Act Upon Ordinance No. O-19-020 on Its Second Reading Amending Chapter 21, Signs, of the Code of Ordinances of the City of Brenham (Case No. P-19-019)**
Pages 19 - 42
8. **Discuss and Possibly Act Upon an Ordinance on Its First Reading for the Abandonment of a Portion of the Limit Street Right-of-Way**
Pages 43 - 50
9. **Discuss and Possibly Act Upon Resolution No. R-19-017 Adopting a New Fee Schedule for the City of Brenham Development Services Department**
Pages 51 - 61
10. **Discuss and Possibly Act Upon an Amendment to Attachment B (Fee Schedule) to the Standard Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 62 - 74
11. **Discuss and Possibly Act Upon Change Order No. 2 to the Contract with Barclays Premier Utility Services, LLC for the FY19 Water Main Replacement Program and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 75 - 79
12. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham to Adopt an Exemption from the Assessed Taxable Value of Residential Homestead for Property Owners of the City of Brenham Who Are Disabled**
Pages 80 - 83
13. **Discuss and Possibly Act Upon a Contract for Leased Office Automation Equipment and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 84 - 86
14. **Discuss and Possibly Act Upon Bid No. 19-002 Related to Annual Concrete Work for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 87 - 92
15. **Administrative/Elected Officials Report**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or 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.
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EXECUTIVE SESSION

16. **Section 551.071 – Texas Government Code – Consultation with Attorney – Consultation with the City Attorney for the Purpose of Seeking Legal Counsel Regarding Brenham Municipal Court Matters and Associated Issues, Including But Not Limited to the Presiding Municipal Court Judge** **Page 93**

RE-OPEN REGULAR AGENDA

17. **Discuss and Possibly Act Upon the Evaluation, Duties, Suspension or Removal of the Presiding Municipal Court Judge** **Page 94**

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 June 20, 2019 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on June 17, 2019 at **12:50 PM**.

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 _____, 2019 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on May 16, 2019 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Adonna Saunders
Councilmember Keith Herring
Councilmember Albert Wright
Councilmember Clint Kolby

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary – Director of Administrative Services Jeana Bellinger, Deputy City Secretary I Kacey Weiss, Comptroller Stacy Hardy, Debbie Gaffey, Director of Tourism and Marketing Jennifer Eckermann, Crystal Locke, Melinda Gordon, Caz Muske, Fire Chief Ricky Boeker, Police Chief Allwin Barrow, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Lori Sanguedolce, Stephanie Doland, Kim Hodde, Economic Development Director Susan Cates, Stephen Draehn and Kevin Boggus

Citizens present:

Perry Thomas, Becky McCurry, Amy Supak, Twila Tate, Annie Cangelosi, Harrison Saunders, Wende Ragonis, Charlie Pyle, Jim Zwernemann, Eric Zwernemann, Linda Saunders, Dick Saunders, Ryan Saunders, Andrea Fischer, Chris Cangelosi, Rachel Cangelosi, John Durrenberger and Cheryl Durrenberger

Media Present:

Arthur Hahn, Brenham Banner Press; and Josh Blaschke, KWHI

1. Call Meeting to Order

2. **Invocation and Pledges to the US and Texas Flags – City Manager James Fisher**
3. **Administer Oaths of Office to Elected Officials and Issue Certificates of Election for Mayor and Council Positions:**

Mayor, Milton Y. Tate, Jr.

John Durrenberger, Washington County Judge, administered the Oath of Office to Milton Y. Tate, Jr. for the position of Mayor for the City of Brenham for a four (4) year term.

Councilmember Place 2 – Ward 2, Albert Wright

Milton Y. Tate, Jr., Mayor for the City of Brenham, administered the Oath of Office to Albert Wright for the position of Place 2 Councilmember for the City of Brenham for a four (4) year term.

Councilmember Place 4 – Ward 4, Adonna Saunders

Milton Y. Tate, Jr., Mayor for the City of Brenham, administered the Oath of Office to Adonna Saunders for the position of Place 4 Councilmember for the City of Brenham for a four (4) year term.

4. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

5. **Statutory Consent Agenda**

- 5-a. **Approve a Noise Variance from Washington County Historical Juneteenth Association for a Juneteenth Celebration at Fireman’s Park to be Held on June 14, 2019 from 7:00 p.m. – 11:00 p.m. and June 15, 2019 from 12:00 p.m. – 4:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-b. **Approve a Noise Variance for the City of Brenham for a Kids to Parks Day to be Held on May 18, 2019 from 9:00 a.m. – 11:30 a.m. at Fireman’s Park and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Cantey and seconded by Councilmember Wright to approve the Statutory Consent Agenda Items 5-a. and 5-b. as presented.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Adonna Saunders	Yes
Councilmember Keith Herring	Yes
Councilmember Albert Wright	Yes
Councilmember Clint Kolby	Yes

WORK SESSION

6. Discussion and Update on FY2019-20 Budget Workshop Dates and Upcoming City Council Meeting Dates

City Manager James Fisher presented this item. Fisher explained that the FY19-20 budget planning has begun and staff is working hard to finalize the budget calendar. Fisher advised that since there will be several budget-related meetings, staff thought it would be a good idea to review the schedule for the next few months.

REGULAR SESSION

7. Discuss and Possibly Act Upon the Election of a Mayor Pro Tem by the City Council

City Secretary – Director of Administrative Services Jeana Bellinger presented this item. Bellinger explained that Article III, Section 12 of the City Charter sets forth the powers and duties of the Mayor Pro Tem. Bellinger noted the appointment of the Mayor Pro Tem typically takes place at the first Council meeting following the May election cycle.

Mayor Tate asked for nominations and Councilmember Cantey nominated Mayor Pro Tem Ebel. There were no other nominations made.

A motion was made by Councilmember Cantey and seconded by Councilmember Wright to appoint Andrew Ebel to serve as Mayor Pro Tem.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Adonna Saunders	Yes
Councilmember Keith Herring	Yes
Councilmember Albert Wright	Yes
Councilmember Clint Kolby	Yes

8. Discuss and Possibly Act Upon Bid No. 19-001 for HVAC Service and Maintenance for Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that on May 3, 2019 Purchasing and City staff opened bids related to annual HVAC service and maintenance work throughout the year. Rau stated that bids were competitive with three companies submitting bids. Rau noted that this contract is for one year with the option to renew for two additional one-year terms.

A motion was made by Councilmember Herring and seconded by Councilmember Kolby to approve Bid No. 19-001 for HVAC Service and Maintenance to R.E.C. Industries, Inc., in the amount of \$20,264.00 annually along with hourly labor rates as stated in the bid tabulation, for various city facilities and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Adonna Saunders	Yes
Councilmember Keith Herring	Yes
Councilmember Albert Wright	Yes
Councilmember Clint Kolby	Yes

9. Discuss and Possibly Act Upon a Contract for Uniform Rental Services for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that staff requested quotes related to providing weekly uniform service to multiple departments. Rau stated that currently the City is with Cintas who purchased G&K Services. Rau noted that the service staff has received from the new company, Cintas, has been below the expectations and far from the service received from G&K Services. Rau advised that after evaluating the quotes and considering price, customer service, product options, and reference checks, staff has chosen to pursue Gorman's Laundry Co. as the new uniform vendor.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Ebel to approve a two-year contract with Gorman's Laundry Co. for uniform rental services, to include the option to renew for up to two additional years with pricing as stated in the bid tabulation, for various city departments and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Adonna Saunders	Yes
Councilmember Keith Herring	Yes
Councilmember Albert Wright	Yes
Councilmember Clint Kolby	Yes

10. Discuss and Possibly Act Upon Approval of An Assignment of Lease and a Memorandum of Lease with G3 Investments, LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Planning Technician Kim Hodde presented this item. Hodde explained that Brazos Exec Air, Inc. (Jeff Davis) currently has a ground-space lease agreement for the hangar at 2903 Aviation Way. Hodde stated that Mr. Davis is in the process of selling the hangar to G3 Investments, LLC (David Gaither). Hodde advised that in order to comply with IRS 1031 exchange rules, G3 Investments, LLC needs to assume the lease from Brazos Exec Air, Inc. rather than executing a new lease agreement.

A motion was made by Councilmember Kolby and seconded by Councilmember Cantey to approve of an Assignment of Lease and a Memorandum of Lease with G3 Investments, LLC for hangar space at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Adonna Saunders	Yes
Councilmember Keith Herring	Yes
Councilmember Albert Wright	Yes
Councilmember Clint Kolby	Yes

Council adjourned into Executive Session at 1:35 p.m.

EXECUTIVE SESSION

11. **Section 551.087 – Texas Government Code – Economic Development Negotiations – Discuss and Deliberate Project Hi-Speed Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate In or Near the City of Brenham and With Which the City is Conducting Economic Development Negotiations**
12. **Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding the Possible Acquisition of Real Property in the Downtown Area**

Executive Session adjourned at 2:33 p.m.

RE-OPEN REGULAR AGENDA

13. **Discuss and Possibly Act Upon the Approval of a Performance Agreement of the Brenham Community Development Corporation (BCDC) Regarding Project Hi-Speed and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Herring and seconded by Councilmember Saunders to approve the Performance Agreement of the Brenham Community Development Corporation (BCDC) regarding Project Hi-Speed with the modifications as noted in executive session and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Adonna Saunders	Yes
Councilmember Keith Herring	Yes
Councilmember Albert Wright	Yes
Councilmember Clint Kolby	Yes

14. **Discuss and Possibly Act Upon the Purchase of Real Property in the Downtown Area for Future Municipal Improvements and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Kolby and seconded by Councilmember Wright to terminate the earnest money contract as outlined in Section 6.2 and authorize the City Manager to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Adonna Saunders	Yes
Councilmember Keith Herring	Yes
Councilmember Albert Wright	Yes
Councilmember Clint Kolby	Yes

15. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- TML Region 10 meeting will be June 6th in Pflugerville
- Small Business Forum will be June 5th

Police Chief Allwin Barrow reported on the following:

- This is National Police Week. Staff received a letter from Senator John Cornyn acknowledging the week.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-19-018

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES PART II, DIVISION 2, SECTION 3.02, TO ALLOW PUBLIC FACILITY ENTRY MONUMENT SIGNS IN SELECTED DISTRICTS

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

WHEREAS, the Planning & 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 a full and complete opportunity to be heard; and

WHEREAS, these amendments were considered by the City of Brenham Planning & Zoning Commission in its final report during its regular meeting on May 28, 2019; 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 APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1.

That Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 3.02 is hereby amended to read as follows:

(22) Public Facility Entry Monument Sign as provided in Chapter 21 – Signs of the Code of Ordinances, City of Brenham, Texas.

SECTION 2.

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

PASSED and **APPROVED** on its first reading this the 6th day of June, 2019.

PASSED and **APPROVED** on its second reading this the 20th day of June, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-19-019

AN ORDINANCE ESTABLISHING AN AD VALOREM TAX FREEZE FOR RESIDENTIAL HOMESTEAD PROPERTY OWNERS OF THE CITY OF BRENHAM, TEXAS WHO ARE DISABLED OR 65 YEARS OF AGE OR OLDER; PROVIDING FOR DEFINITIONS; PROVIDING FOR AN EFFECTIVE DATE OF THE EXEMPTION; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, as approved by the voters of the State of Texas at an election held on September 13, 2003, Article VIII, Section 1-b(h) of the Texas Constitution allows municipalities and certain other taxing entities to establish an ad valorem tax freeze on residence homesteads of disabled individuals or individuals age sixty-five or older; and

WHEREAS, effective January 1, 2004, Section 11.261 of the Texas Tax Code governs the procedure under which a municipality or other taxing entity may adopt an ad valorem tax freeze; and

WHEREAS, the City Council of the City of Brenham, Texas hereby determines that it will be advantageous and beneficial to the City and its inhabitants to provide for a tax freeze on the amount of property taxes on the residence homesteads of disabled individuals or individuals age sixty-five or older, beginning with tax year 2019

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

SECTION 1: Findings Incorporated.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Definitions.

“Disabled” has the same meaning as set forth in the Texas Tax Code, Section 11.13(m)(1), as it currently exists or may be amended.

“Residence homestead” has the same meaning as set forth in the Texas Tax Code, Section 11.13(j)(1), as it currently exists or may be amended.

“Tax Code” means the Texas Tax Code as it currently exists or may be amended.

SECTION 3. Residence Homestead tax freeze for elderly or disabled people.

There is hereby created and established an ad valorem tax freeze on the amount of property taxes imposed by the City on the residence homesteads of disabled individuals or individuals age sixty-five or older which shall be governed by §11.261 of the Tax Code, as follows:

- a) The tax freeze shall become effective beginning with the 2019 tax year, and shall remain for each successive tax year.
- b) The total amount of ad valorem taxes imposed on the residence homesteads of a person who qualified that residence homestead for the exemption in accordance with the Tax Code as that of a person who is disabled or is sixty-five years of age or older shall not be increased while it remains the residence homestead of that person.
- c) If the person who is disabled or is sixty-five years of age or older dies in a year in which the person received a residence homestead exemption, the total amount of ad valorem taxes imposed on the residence homestead shall not be increased while it remains the residence homestead of that person's surviving spouse if: (i) the surviving spouse is fifty-five years of age or older at the time of the person's death; (ii) the residence homestead of the deceased person is also the residence homestead of the surviving spouse on the date of the person's death; and (iii) the residence remains the residence homestead of the surviving spouse.
- d) Notwithstanding anything contained herein, taxes on the residence homestead may be increased to the extent the value of the homestead is increased by improvements other than repairs and other than improvements made to comply with governmental requirements.
- e) A person may not freeze taxes for more than one residence homestead, no matter where located, in the same year. A person may designate a new residence homestead within the City in accordance with the Tax Code.
- f) The limitations on taxes provided by this Ordinance may expire in accordance with §11.261(d) of the Tax Code. If a tax limitation is erroneously allowed, back taxes may be assessed in accordance with §11.261(e) of the Tax Code.

SECTION 4. Savings/Repealing Clause.

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5. Severability.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional of 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 hereby declares that is what would have passed this Ordinance, each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6. Effective date.

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

PASSED and **APPROVED** on its first reading this the 6th day of June, 2019.

PASSED and **APPROVED** on its second reading this the 20th day of June, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 6

DATE OF MEETING: June 20, 2019	DATE SUBMITTED: June 20, 2019															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Karen Stack															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☐ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☒ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION		☒ WORK SESSION	
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AGENDA ITEM DESCRIPTION: Discussion and Presentation Related to the Possible Amendment of Chapter 27, Vehicles for Hire, of the Code of Ordinances of the City of Brenham																
SUMMARY STATEMENT: The City's Ordinance related to Vehicles for Hire was last updated in 2010. In April, staff came to Council to discuss possible updates to the Ordinance. Staff was directed to come back to Council with further information regarding maximum fares. Bryan/College Station was identified as the best market for comparison to Brenham. A survey of rates in the Bryan/College Station area showed that the maximum fares currently in Chapter 27 are consistent with prevailing market rates. It should be noted that the owner of Bluebonnet Cabs, who assisted Council in developing the maximum fares in 2010, went out of business a year later. In a letter to the City Secretary's Office, she stated that she had enough demand for services to support her business, but she could not make a profit due to the maximum fares. She asked the city to consider deregulation of rates. Due to the many factors that are involved with determining an appropriate fare, and the failure of Bluebonnet Cabs, the recommendation of Staff is to remove the maximum fares from the Ordinance. Language that requires an individual seeking a taxi permit to provide the city with a proposed fare schedule would prevent price gouging while allowing businesses to remain profitable as the market fluctuates. If Council wishes to retain a maximum fare schedule, no change to the existing maximum fares is recommended.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																

ATTACHMENTS: (1) Slides from presentation to be given to City Council during Work Session; (2) Letter from Dina Leavings from Bluebonnet Cabs
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: No action – discussion only.
APPROVALS: James Fisher

CHAPTER 27

VEHICLES FOR HIRE

Presentation to City Council
June 20, 2019

Maximum Fares



- Drop fee \$3.75
- Three dollars (\$3.00) for the first one-quarter mile
- Sixty cents (\$0.60) for each one-fourth (1/4) mile thereafter
- Thirty dollars (\$30.00) per hour metered time
- One dollar (\$1.00) for each additional passenger going to same location.

Rate Study: Bryan/College Station Area Companies

COMPANY	INITIAL FEE	FEE PER MILE (INCREMENTS VARY)	COST FOR 1 MILE	COST FOR 10 MILES
Howdy Cab	\$4.95	\$2.25	\$7.20	\$27.45
Northgate Taxi	\$10.00	\$2.50	\$12.50	\$35.00
24/7 Taxi	\$4.50	\$2.00	\$6.50	\$24.50
Curbside Taxi	\$4.00	\$2.50	\$6.50	\$29.00
M&Q Taxi	\$4.99	\$2.50	\$7.49	\$29.99
Aggie Express	\$10.00	\$2.50	\$12.50	\$35.00
Hill Country	\$5.00	\$2.25	\$7.25	\$27.50
Clean Cab	\$5.00	\$2.50	\$7.50	\$30.00
AVERAGE	\$6.06	\$2.38	\$8.43	\$29.81
CITY OF BRENHAM				
MAXIMUM	\$6.75*	\$2.40	\$8.55	\$30.15

*\$3.75 drop fee plus \$3.00 for initial 1/4 mile

Bryan/College Station vs. Brenham

- 2017 Population
 - College Station: 113,564
 - Brenham: 16,951
- Median Age
 - Bryan/College Station: 27.2 (9.18% Age 65 or older)
 - Brenham: 35 (18.5% Age 65 or older)
- Size
 - College Station: 49.61 square miles
 - Brenham: 8.765 square miles
- Average fuel cost (Gas Buddy 06/14/19)
 - College Station: \$2.23/gallon
 - Brenham: \$2.38/gallon

Options

1. No action, leave the maximum fares in place
2. Increase maximum fares
3. Allow for adoption of fares by resolution as needed.
4. Remove fare provision altogether and do not regulate fare.

Staff Recommendation:

Require fare schedule to be filed with and approved by the City, but set no maximum by ordinance. This allows flexibility with fluctuating fuel costs, while still providing stopgap against price gouging.

Questions....



January 12, 2011

Jeana Bellinger, TRMC
City of Brenham
PO Box 1059
Brenham, TX 77834

Dear Ms. Bellinger:

It is with a heavy heart that I must inform you of the closing of Bluebonnet Cabs. Our time here in Brenham has been so nice and we love the people so much. But we are not making enough here to cover our costs. I am enclosing our final quarterly report.

I believe we had enough business. But the overhead was too much. We were renting here to comply with the ordinance, which ran us about \$1000 a month including utilities until December. (Then it went up with the cold!) Our insurance ran \$425 a month. We were using at least \$30 a day in gas. Our rates were set without any cost of living increases, and yet gas prices have steadily climbed since.

I believe that Brenham really does need a cab service, but I feel the Council Members should maybe consider the deregulation of the rates. I am not sure how many other business' rates are regulated by the City, but maybe it could be looked into.

I will miss my regular customers who depended on us to get to and from work, and the many visitors we met also. I am so sad to be leaving. May God bless Brenham with another Taxi service to care for them as we have.

Sincerely,

Dina Leavings
Bluebonnet Cabs



AGENDA ITEM 7

DATE OF MEETING: June 20, 2019	DATE SUBMITTED: June 14, 2019															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Stephanie Doland															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☒ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☒ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Ordinance No. O-19-020 on Its Second Reading Amending Chapter 21, Signs, of the Code of Ordinances of the City of Brenham (Case No. P-19-019)																
SUMMARY STATEMENT: Following substantial public consideration and review, on June 6, 2019 Council considered the first reading of an ordinance to significantly amend Chapter 21 – Signs of the Brenham Code of Ordinances. Following deliberation to consider recommendations on the proposed ordinance by the Main Street Board and Planning and Zoning Commission, staff was directed to make the following amendments prior to Council consideration of the second and final reading of the proposed sign ordinance: 1. Downtown properties with multiple entrances on multiple parallel streets be offered one sidewalk sign per corresponding entrance (Sec.21-12(3)(c)(iii)); and 2. Increase sign area of electronic signs along 290 and 36 from 50 square feet to 64 square feet (Sec. 21-9(3)); and 3. Increase height of residential entry monument signs from 5 feet to 8 feet (Sec. 21-12(1)(a)(i)); and 4. Add language permitting the use of seasonal decorations for state and federally recognized holidays (Sec. 21-7 (9)). Staff has made the necessary aforementioned amendments and staff recommends the following additional amendment to the non-residential sign regulations section: 1. Wall signs on building elevations that face properties zoned for and/or developed with a residential use shall be prohibited. (Sec. 21-12(2)(a)). The above described amendments have been incorporated into the final proposed draft sign ordinance and staff finds that the sign ordinance is ready for final review and adoption by the City Council.																

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): Staff, the Main Street Board, and the Planning and Zoning Commission recommend approval of the proposed amendment. A. PROS: • Approval of the proposed sign ordinance will allow for an increased number of signage types in Brenham. • Approval of the proposed sign ordinance will clarify sign permit standards, sign maintenance requirements and will clarify enforcement responsibilities. • Approval of the proposed sign ordinance will bring the City in compliance with recent legislation and relevant court rulings. B. CONS: • Approval of the sign ordinance may increase the number of nonconforming signs in Brenham.
ALTERNATIVES (In Suggested Order of Staff Preference): 1. Approve the proposed amendment, as recommended by City Staff; 2. Deny the proposed text amendment.
ATTACHMENTS: (1) Ordinance No. O-19-020
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve Ordinance No. O-19-020 on its second reading amending Chapter 21, Signs, of the Code of Ordinances of the City of Brenham
APPROVALS: James Fisher

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING CHAPTER 21, SIGNS, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS PROVIDING FOR THE REGULATION OF SIGNS WITHIN THE CITY LIMITS AND THE BRENHAM EXTRA-TERRITORIAL JURISDICTION (ETJ); PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Brenham is authorized to adopt sign standards and regulations pursuant to Chapter 216 of the Texas Local Government Code; and

WHEREAS, the City of Brenham has requested that Chapter 21 – “Signs” of the Code of Ordinances be amended; and

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

WHEREAS, these amendments were considered by the City of Brenham Main Street Board in its final report during its regular meeting on May 6, 2019; and

WHEREAS, these amendments were considered by the City of Brenham Planning & Zoning Commission in its final report during its regular meeting on May 28, 2019; and

WHEREAS, these amendments were considered by the City of Brenham Main Street Board and Planning & Zoning Commission in conjunction with the City’s proposed Sidewalk Signage “Pilot Program” which is to be conducted from June 2019 to January 2020 and following completion of the program to be evaluated as a continuous program offered by the City of Brenham; and

WHEREAS, in order to enhance, promote and protect the health, safety and general welfare of the citizens of Brenham, Texas the City Council must from time to time amend and/or adopt new regulations; and

WHEREAS, the City Council finds the following regulations to be reasonable and beneficial to the general health, safety and welfare of the citizens of Brenham; and

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

SECTION 1.

Existing Chapter 21 – Signs, of the Code of Ordinances of the City of Brenham, Texas, is hereby repealed and rescinded in its entirety.

SECTION 2.

Chapter 21 – Signs, of the Code of Ordinances of the City of Brenham, Texas, is hereby adopted to read as follows:

Sec. 21-1. - Short title.

This Chapter shall be known as the "City of Brenham Sign Ordinance."

Sec. 21-2. - Purpose and Scope.

The purpose of this Chapter is to provide minimum standards to safeguard and promote life, health, property, safety and public welfare by regulating the size, construction, illumination, movement, materials, location, height, condition, installation, and maintenance of all signs placed on public or private property for exterior observation, thus promoting the protection of property values, the preservation of the character of the various neighborhoods of the City of Brenham ("City"), the creation of an attractive and harmonious community, and protection against interference with the historic character of designated areas. This Chapter shall not be interpreted in a manner inconsistent with the United States Constitution First Amendment guarantee of free speech. If any provision of this Chapter is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of other provisions of this Chapter that can be given effect without the invalid provision. Unless exempted in this Chapter, all signs in the corporate limits of the City of Brenham and its extraterritorial jurisdiction ("ETJ") shall be erected, constructed, installed and maintained in accordance with the standards and requirements of this Chapter. These sign regulations are intended to:

1. Promote the safety of persons and property;
2. Protect the public welfare and to enhance the appearance and economic value of the community;
3. Promote compatibility of signs with the use of the property to which the signs are appurtenant;
4. Promote compatibility of signs with the landscape and architecture of surrounding buildings;
5. Promote signs that are appropriate to the activity to which the signs pertain;
6. Avoid and minimize traffic accidents and problems caused by distracting signs;
7. Ensure that all signs are constructed and maintained in a structurally sound, safe and attractive condition.

Sec. 21-3. – Non-Commercial Signs

Any sign authorized to be displayed by this Chapter may contain a non-commercial message.

Sec. 21-4. - Definitions.

As used in this Chapter, unless the context otherwise indicates, the following words are defined as follows. Words and terms not expressly defined in this section have their ordinary meanings based on the latest edition of Merriam-Webster’s unabridged dictionary.

Attention-Getting Devices. Devices erected, placed or maintained outdoors so as to attract attention, including but not limited to the following devices: cut out figures, discs, festoons, tinsel, ribbons, pinwheels, inflatable objects such as balloons, pennants, propellers, steam or smoke producing devices, streamers, whirligigs, wind devices, blinking, rotating, moving, chasing, flashing, glaring, strobe, scintillating, search, flood or spot lights, or similar devices. Attention-getting devices shall not include any structure or device that is permitted under the City’s applicable building code or other code(s).

Awning or Canopy Sign. A sign painted on, printed on, or attached flat against the surface of an awning or canopy. An “awning or canopy sign” shall be considered an attached wall sign.

Banner Sign. A flexible roll-up sign made of vinyl, cloth or any other lightweight non-rigid material, containing text, images, words, symbols or logos attracting attention to a business, facility, organization or event. A banner enclosed with a rigid frame shall be considered a wall sign.

Billboard. A sign that is freestanding and is an off-premises sign that is designed to allow for a change in copy, so that the characters, letters, display, or illustrations can be changed or rearranged within a fixed sign face. Billboards are not permitted anywhere in the City and its ETJ.

Building (or Occupancy) Frontage. The distance or length of the primary building on the property adjacent and generally parallel to the business frontage or lot frontage.

Changeable Electronic Variable Messaging Signs (“CEVMS”). A sign which permits lights to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including but not limited to a light emitting diode (“LED”), liquid crystal display (“LCD”), or digital sign, and which varies in color or intensity. The term “CEVMS signs” does not include a sign located within the public right-of-way which functions as a traffic control device and which is described and identified in the Manual on Uniform Traffic Control Devices (“MUTCD”) approved by the federal highway administrator as the national standard.

Dilapidation. The condition of any sign such that elements of the sign area or background have portions of the finished material missing, broken, or illegible; where the structural support is visibly bent, broken, dented, rusted, corroded, or loose; or where the sign or its elements are not in compliance with the applicable electrical code, building code or other code(s).

Directional (Wayfinding) Sign. A systematic network of directional on-premises and off-premises signage installed and maintained by a public or private entity to guide vehicular or pedestrian movement to/through a residential subdivision, nonresidential development or other areas of the City.

Ground Sign. A sign which is supported by structures or supports in or upon the ground and independent of support from any building. The term “ground sign” includes pole and monument signs unless otherwise specified in this Chapter.

Inflatable Sign. An inflatable device, with or without a message, text, images, figure, or design attached to its surface, which is designed to attract attention.

Marquee Sign. A canopy or covering structure bearing a signboard or copy projecting from and attached to a building. A “marquee sign” shall be considered an attached wall sign.

Message Board. A sign or portion of a sign attached to a sign structure or wall which contains a sign face designed to be frequently changed, or to allow the removal or replacement of individual letters, words, or symbols on the sign face for the purpose of changing an advertising message or other communication. See also sidewalk signs.

Monument Sign. Any freestanding sign, the entire base of which is affixed directly to the ground or is supported by a sign structure that has 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.

Off-Premises Sign. Any sign identifying or advertising a business, person, activity, goods, products, or services not located on the property where the sign is installed and maintained, or that directs persons to a location other than the property where the sign is located.

On-Premises Sign. Any sign identifying or advertising a business, person, activity, goods, products, or services primarily sold, offered for sale, or located on the property where the sign is installed and maintained.

Pole Sign. Any freestanding sign, that is permanently supported in a fixed location by a structure of poles, uprights, or braces from the ground and not supported by a building or base structure.

Portable Sign. A sign designed or constructed to be readily moved from one location to another, including but not limited to a sign mounted upon or designed to be mounted upon a trailer, bench, wheeled carrier or other non-motorized mobile structure. A portable sign that has wheels removed shall be considered a portable sign hereunder. For the purposes of this Chapter, trailer signs and signs on benches are portable signs.

Projecting Sign. A sign, other than a wall sign, which is affixed to any building wall or structure and extends beyond the building wall or structure. A projecting sign shall extend no more than four (4) feet perpendicular from the wall and no more than three (3) feet vertically above the wall of the building or structure.

Responsible Party. The owner/operator of the business, facility or other entity identified on a sign; the owner of the property upon which a sign or sign structure is located; the owner of a sign or sign structure; the person or entity who installs a sign or sign structure, or contracts with a third party to accomplish the installation; and/or the person who retrieves or claims a sign that has been impounded by the City.

Roof Sign. A sign erected, constructed and maintained wholly upon or above the roof of a building with the principal support attached to the roof structure. A roof sign shall not at any point exceed eight (8) feet above the roof level. A “roof sign” shall be considered an attached wall sign.

Sidewalk Sign. A moveable, portable, pedestrian-oriented, temporary sign that is supported by its own frame, and that is not secured or attached to the ground or surface upon which it is located. A-frame signs and sandwich board signs shall be considered sidewalk signs.

Sign. A structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other object that includes text and/or images which is designed, intended, or used to communicate. Each display surface of a sign or sign face shall be considered to be a separate sign.

Sign Area. The space enclosed within the extreme edges of the sign for each sign face, not including the supporting structure or where attached directly to a building wall or surface, the space within the outline enclosing all the characters of the words, numbers, text, images or design. See Section 21-17. – Exhibits.

Sign Copy: The visually communicative elements, including but not limited to words, letters, numbers, designs, figures, text, images or other symbolic presentation incorporated into a sign with the purpose of attracting attention to the subject matter or message.

Sign Face. The entire display surface area of a sign upon, against, or through which sign copy is placed. See Section 21-17. – Exhibits.

Sign Setback. The shortest distance between the edge of pavement and the outer (leading) edge of any portion of a sign.

Snipe Sign. A sign made of any material when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, utility poles, fences, public structures or other objects which are not erected, owned or maintained by the owner of the sign, and the advertising or other communication matter appearing thereon is not applicable to the use of the premises upon which such sign is located.

Temporary sign. A banner, poster, or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, or other like materials and that is intended to be displayed for a limited period of time. Signs encased in a rigid frame affixed to a building shall be considered a wall sign.

Under Canopy Sign. A sign suspended beneath a canopy, ceiling, roof, or marquee. Shall be considered an attached wall sign.

Wall Sign. Any sign, installed on or affixed to the exterior wall of a building, supported by the wall, and having the sign face generally parallel to the wall or painted directly onto the wall.

Window Sign. Any sign affixed to a window or exterior glass door or installed in any manner such that is intended to be viewable from the exterior of a building or structure.

Sec. 21-5. - Prohibited Signs.

All signage listed in this section shall be prohibited within the corporate limits of the City of Brenham and its ETJ. Additionally, any sign not specifically authorized in this Chapter is prohibited within the corporate limits of the City of Brenham and its ETJ unless granted prior approval by City Council. With the exception of Billboards (refer to Section 21-16), all existing prohibited signage shall be removed within 120 calendar days from June 20, 2019, the effective date of the ordinance from which this Chapter is derived.

1. Attention-getting devices;
2. Billboards;
3. Portable signs with the exception of sidewalk signs;
4. Signs attached to or being held by a human or living creature for the purpose of advertising a commercial message for a business use;
5. Signs attached to any trees, utility pole or wire, traffic sign or signal;
6. Signs located in any public right-of-way;
7. Signs placed on parked vehicles or trailers for the primary purpose of displaying said sign; and
8. Snipe signs.

Sec. 21-6. - Sign Administrator and Enforcement.

1. Sign Administrator. The City Manager or his/her designee shall appoint a Sign Administrator. The Sign Administrator is empowered to delegate the duties and powers granted to and imposed upon him/her by this Chapter to other persons subject to the supervision and direction of the Sign Administrator. The Sign Administrator is directed to enforce and carry out all provisions of this Chapter.

2. **Enforcement Responsibility.** The duties of the Sign Administrator shall include not only the review and approval of permit applications as required by this Chapter, but also the responsibility of ensuring that all signs comply with this Chapter and any other applicable law, and that all signs for which a permit is required by this Chapter have been erected, constructed, installed and maintained pursuant to a valid permit. The Sign Administrator shall make such inspections, in accordance with applicable law, as may be necessary and shall initiate appropriate action to bring about compliance with this Chapter and other applicable law. The Sign Administrator shall investigate any complaints of alleged violations of this Chapter.
3. **Powers of the Sign Administrator.** The Sign Administrator shall have the power and authority to administer and enforce the provisions, standards and requirements of this Chapter and all other applicable laws and ordinances relating to signs. Such powers include, but are not limited to the following specific powers:
 - a. Every sign for which a permit is required shall be subject to the inspection and approval of the Sign Administrator.
 - b. Upon presentation of proper identification to the Responsible Party in control of such property, as authorized by and in accordance with applicable law, the Sign Administrator may enter, for the purposes of inspecting and investigating signs or sign structures, any building, structure, or other premises or property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday; provided, however, that in cases of emergency where dangerous hazards are known or reasonably suspected to exist which may involve imminent injury to persons, loss of life, or significant property damage, and where the Responsible Party in control of the property is not available after the Sign Administrator has made a good faith effort to locate same, the Sign Administrator may enter the aforementioned structures and premises at any time upon presentation of proper identification to any other person upon the premises. If the Sign Administrator is denied admission to inspect any premises, inspection shall be made only under authority of an administrative search warrant or other appropriate warrant issued by a magistrate authorizing the inspection of the property for violations of this Chapter or other applicable laws and ordinances.
 - c. The Sign Administrator is hereby granted the power and authority to revoke any and all permits authorized by this Chapter for violation of the provisions, standards or requirements of this Chapter.
 - d. Upon issuance of a stop work order from the Sign Administrator, work on any sign that is being conducted in a manner contrary to the provisions of this Chapter or is being conducted in a dangerous or unsafe manner shall be immediately stopped. Such stop work order shall be in writing and shall be given to the owner of the property, to the owner's agent, or to the person doing the work, and shall state the conditions under which work may be resumed. In the event of an emergency, the Sign Administrator may verbally order that work be stopped without prior written notice, and a written stop work order shall be issued by the Sign Administrator no later than 5:00 p.m. of the next business day. Following the issuance of a stop work order, the Sign Administrator shall initiate proceedings to revoke any permit issued for the work covered by such stop work order,

consistent with this section, unless the cause of the stop work order is corrected and resolved as determined by the Sign Administrator.

4. Appeals. Any affected person wishing to appeal a decision or interpretation of the Sign Administrator may file a written appeal with the City Manager's Office. The appeal shall be filed with the City Manager's Office no less than ten (10) calendar days following the decision or interpretation of the Sign Administrator, and the appellant must provide a copy of the appeal to the Sign Administrator when the appellant files the appeal with the City Manager's Office. Upon considering such appeal, the City Manager may reverse, affirm or modify in any regard the determination of the Sign Administrator. The City Manager shall render a decision within twenty (20) calendar days after the date the appeal was timely filed, or as soon as practical thereafter.

Sec. 21-7. - Permits Not Required.

The following signs are authorized in all Zoning Districts and within the ETJ and do not require a sign permit. Any sign listed below shall be erected, constructed, installed and maintained in a safe and structurally sound condition in conformance with all applicable codes:

1. Garage, estate, or yard sale sign. Such signs shall not be displayed for more than three (3) consecutive days for each sale and shall not be placed in public rights-of-way or on telephone/power/light poles. The date of the initial posting shall be displayed on all garage, estate and yard sale signs.
2. The modification of a sign face, including changing a commercial message to a non-commercial message, does not require a sign permit in accordance with this Chapter, provided that such modification does not increase the sign area or height or change the sign type;
3. Governmental signs or public notices authorized or required by law, including federal, state, or local law and regulations;
4. Signs located on or near the premises of public facilities such as baseball fields, stadiums, community centers, and other public facilities which are placed by a governmental entity or public institution of higher education for directional purposes;
5. Vehicular signs provided that the primary purpose of the vehicles is not for display of signs, and further provided that the vehicles are parked in areas appropriate to their use as vehicles, are in operable condition, and display a current and valid license plate/registration insignia;
6. Construction or real estate signs, provided that such signs are not illuminated and pertain to the premises upon which they are erected and maintained during construction or while the property is being actively marketed for sale or lease. One (1) sign structure with two (2) sign faces is permitted per property frontage and shall not exceed sixteen (16) square feet per sign face in residential districts or thirty-two (32) square feet per sign face in non-residential districts, and shall not exceed five (5) feet in height;
7. Sidewalk signs located on-premises of the business operations, shall not encroach within handicapped accessible access ways and routes, or public rights-of-way. Sidewalk signs shall only be displayed or erected during the actual hours of operation only, are limited to

one (1) sign structure with two (2) sign faces per business/entity or tenant, and shall not exceed six (6) square feet in size per sign face;

8. Window signs. Restaurant menus, displayed hours of operation, and “open” signs affixed to a window or exterior glass door or installed in any manner which do not attract the attention of persons not on the premises shall be counted towards the window sign allotment established in this Chapter; and
9. Seasonal decorations for local, state and federally recognized holidays that contain holiday ornaments, lights, characters and messages and which are intended to create or enhance holiday character for an area. The displays shall not reference or display services available or rendered, or goods produced, sold or available for sale.

Sec. 21-8. – Permits Required.

Except as otherwise provided herein, no sign shall be erected, installed, maintained, relocated, constructed, altered, within the corporate limits and ETJ of the City of Brenham without first obtaining a permit.

1. Application for permit. An application for a sign permit and illustration/plans including the location, appearance, and dimensions of the sign shall be filed with the Sign Administrator.
2. The Sign Administrator shall promptly process the sign permit application and approve the application, reject the application, or notify the applicant of deficiencies in the application within ten (10) calendar days after receipt. Any application that complies with all provisions of this Chapter, the zoning ordinance, the applicable building code and/or other code(s), and other applicable laws, regulations, and ordinances shall be approved after inspection and approval of the plans and the site.
3. If the application is rejected, the Sign Administrator shall provide to the applicant in writing the reasons for the rejection. An application shall be rejected for non-compliance with the terms of this Chapter, the zoning ordinance, applicable building code and/or other code(s), or other applicable law, regulation, or ordinance.
4. Permit fee. A nonrefundable fee as set forth in the fee schedule adopted by resolution of the City Council shall accompany all sign permit applications.
5. Duration and revocation of permit. If a sign is not completely constructed and installed within 180 days following the issuance of a sign permit, the permit shall automatically expire and is void. The Sign Administrator may revoke a sign permit under any of the following circumstances:
 - a. The Sign Administrator determines that any information in the application was materially false or misleading at the time the sign permit application was filed with the City;
 - b. The sign as installed does not conform to the sign permit application;
 - c. The sign violates this Chapter, the zoning ordinance, applicable building code and/or other code(s), or other applicable law, regulation, or ordinance; or
 - d. The Sign Administrator determines that the sign is not being properly maintained or has been abandoned in accordance with Section 21-13 of this Chapter.

6. Issuance. A sign permit shall not be issued when:
 - a. An existing sign on the premises or a sign proposed for installation is not in compliance with this Chapter;
 - b. A sign is proposed for installation on the premises in an area not zoned for such a sign; or
 - c. Authorization of the owner of the property on which the sign is to be installed has not been obtained.
7. Design and Structural Requirements
 - a. Design. Any sign that requires a permit shall be designed and constructed to withstand wind pressures and receive dead loads as required by the applicable building code and other code(s).
 - b. Construction. The supports for all signs and sign structures shall be placed in or upon private property and shall be securely built, constructed, and erected in conformance with the requirements of the applicable building code and other code(s).
 - c. Electrical requirements. All electrical fixtures, equipment, and appurtenances installed in conjunction with a sign shall be designed and installed in accordance with the applicable building code and other code(s).
 - d. Clearances. Signs shall be located at a minimum distance of six (6) feet (measured horizontally) and twelve (12) feet (measured vertically) from overhead electric conductors.
8. Method of determining area of sign. In determining the area of any sign, the dimensions of the rectangle, square or other shape enclosing the signboard, excluding the supporting structure, shall be used. If the sign includes cutouts or facings extending beyond the dimensions of the rectangular signboard, the measurement of the sign area shall include the actual area of the cutout or extended facings. For signs of a double-faced, back-to-back, or V-type nature, each face shall be considered a separate sign in computing the face area.

Sec. 21-9. - Changeable Electronic Variable Message Signs (CEVMS).

No new permit shall be issued for the installation, erection or replacement of a CEVMS, including any conversion or modification of an existing sign to a CEVMS, within the corporate limits or the ETJ of the City of Brenham, except as provided herein. Existing CEVMS shall be brought into compliance with Section 21-9(2) within 120 calendar days from June 20, 2019, the effective date of the ordinance from which this Chapter is derived.

1. CEVMS locations. CEVMS are only permitted on property adjacent to the following thoroughfares:
 - a. US Highway 290 East and West (shall not mean Business US 290).
 - b. US State Highway 36 North and South (shall not mean Business SH 36).
 - c. Changeable electronic variable message signs may be permitted on properties not adjacent to the aforementioned thoroughfares upon application to and approval by the City Council. Approval by the City Council may be granted where the following criteria are met:

- i. Granting the request would not be materially detrimental to property in the general vicinity;
 - ii. Granting the request would not be contrary to the general objectives of this Chapter;
 - iii. Granting the request would not increase the total signage allotment allowed by this Chapter on the subject property.
- 2. CEVMS regulations.
 - a. Images or messages shall be static in nature and shall not blink, flash, scroll or be animated;
 - b. No image or message may be displayed for less than eight (8) seconds;
 - c. Message transitions shall be limited to one (1) second;
 - d. The brightness of any CEVMS shall not exceed 0.3 foot-candle illumination from a distance of 250 feet between sunset and sunrise, and each sign shall be fitted with a qualified light-sensing device to automatically adjust the brightness in accordance with these standards;
 - e. All CEVMSs shall require an approved usage permit and payment of an annual fee. The annual fee shall be established by resolution of the City Council;
 - f. If a CEVMS is found to be operating incorrectly, it must not be operated until it is repaired, inspected by the City, and approved for operation by the Sign Administrator; and
 - g. The images displayed on the CEVMS must be directly related to the on-premises business, with the exception of messages relating to time, temperature, national news, local news, sporting events, or upcoming community events.
- 3. CEVMS size. Property in accordance with Section 21-9(1) are permitted one (1) sign structure with two (2) sign faces not to exceed sixty-four (64) square feet per sign face. CEVMS sign area shall count toward cumulative sign area allotment as established in Section 21-12(2)(a).
- 4. Fuel/Gas price electronic signs.
 - a. Fuel/gas price signs shall not exceed an area of thirty-six (36) total square feet per electronic sign face and shall not exceed six (6) square feet in size per individual price panels; and
 - b. Fuel/gas prices shall be displayed as a static message and subject to all CEVMS regulation established in this Section, excluding Section 21-9 (1) – CEVMS locations.
- 5. CEVMS shall only be permitted as on-premises signs.
- 6. Temporary signage shall not be installed and/or maintained on any property or development on which a CEVMS is installed and/or maintained. Temporary signage is meant only to provide an additional sign form to businesses for advertising or communicating information to the public. With the use of a CEVMS the property or development has the diverse messaging capability to change messages to the public, and therefore negates the necessity of temporary signs. The exception shall be for the erection of construction or real estate signs.

Sec. 21-10. – Directional Signs.

1. On-Premises.
 - a. Shall have a maximum sign face area of twelve (12) square feet;
 - b. Shall not exceed a height of eight (8) feet; and
 - c. Shall include only arrows, directions, and references to specific destinations or geographical areas.
2. Off-Premises.
 - a. Limited Use Standards.
 - i. Shall not exceed two (2) sign faces with an area of eight (8) square feet cumulatively for each business;
 - ii. Shall not exceed a height of eight (8) feet;
 - iii. Shall include only the name, symbol, or logo of a business or facility and an arrow indicating the direction;
 - iv. Each business or entity is permitted two (2) signs each to be located on different sites (anchor sites);
 - v. The anchor site shall be the property hosting the off-premise sign and is permitted a maximum of four (4) directional signs not to exceed a total of sixteen (16) square feet of area.
 - vi. The owner of the property on which a sign is to be located must give written permission in the application for the usage of the property. The applicant must present the written permission of the property owner with the application for the sign permit; and
 - vii. The light from any illuminated sign shall be so shielded, shaded, or directed so that the light intensity shall not adversely affect surrounding or facing premises or the safe vision of operators of vehicles on public streets and highways.
 - b. Placement.
 - i. The sign face shall be located within 1,000 feet of the applicant's business or facility;
 - ii. The sign face shall not be the principal or sole use of land on the parcel where the directional off-premises sign is proposed to be displayed;
 - iii. When detached, the off-premises directional sign shall be placed as a tenant sign and shall not be a single freestanding sign;
 - iv. When attached, the sign face shall be installed on a building as a wall sign; and
 - v. There shall be no more than one (1) off-premises directional sign, attached or detached, per anchor site, per business or entity.

Sec.21-11. – Flags and Flag Signs.

Federal, state, or local government flags, emblems and/or historical markers and any flags or insignia of a religious, charitable, fraternal, academic, or civic organization shall be allowed. A maximum of one (1) corporate flag and flagpole shall be permitted if erected in conjunction with at least one (1) of the aforementioned flags and flagpoles. No permit is required for property containing three (3) or fewer freestanding flagpoles in accordance with this Section.

More than three (3) freestanding flagpoles may be permitted on property upon application to and approval by the Sign Administrator.

1. Official flags shall be flown in a manner that meets U.S. Congressional protocol and rules. Failure to display flags in proper manner shall be a violation of this section. All flags shall be kept in good repair.
2. Flags shall be permitted in all zoning districts.
3. Design and lighting of the U.S. flag shall be consistent with the Federal Flag Code, 36 USC 173-178, as amended, and any successor law or code.
4. Flagpoles shall be black, brown, dark green, white, silver, or bronze in color.
5. The lighting of flags shall not direct glare onto any other property or right-of-way.
6. Pole heights, flag sizes, minimum distances, and setbacks.
 - a. No side of any flag displayed on a pole that is thirty-five (35) feet or less in height shall be greater than six (6) feet in length.
 - b. Flags displayed on poles over thirty-five (35) feet in height may have a flag with a side length of not more than twenty-five percent (25%) of the height of the pole.
 - c. No flagpole shall exceed fifty (50) feet in height.
 - d. A minimum distance of (6) six feet shall be maintained between flagpoles. All flags shall maintain a minimum setback of eight (8) feet from all overhead power lines or easements, and six (6) feet from a property line.
7. Encroachments.
 - a. No flagpole may be erected within a public utility easement.
 - b. Neither the flag, flagpole, nor any other support structure may extend into, on, across, above or over a public right-of-way or easement.
 - c. Neither the flag, flagpole, nor any other support structure may extend over an adjoining property line.

Sec. 21-12. - Regulations By Use.

1. Residential Use Sign Regulations. For the purpose of this Chapter, Residential Use shall mean residential and multiple-family uses as defined in Appendix A – Zoning, of the Brenham Code of Ordinances. Unless stated otherwise in Section 21-7 of this Chapter, no sign shall be permitted or allowed for a residential use unless it meets the following standards:
 - a. Types of Signs Allowed with a Permit.
 - i. Entry Monument Sign. Residential subdivisions, multiple-family complexes (5-units or greater), and manufactured home parks shall be permitted two (2) sign faces at each major entrance not to exceed one-hundred and twenty (120) square feet in sign area cumulatively. The sign face(s) shall not exceed eight (8) feet in height. The sign setback shall be a minimum of eight (8) feet from the edge of pavement and may be indirectly lighted. Entry sign face(s) affixed to a brick fence may be permitted in lieu of a monument sign.
 1. Subdivision entry signs must provide a landscaped area equal to at least twice the area of the sign face. Required landscaping shall be

submitted as part of the sign permit application and irrigation must be provided. The owners and subsequent owners of the landscaped property shall be responsible for the maintenance of the landscaped area. All landscape materials shall be maintained so to ensure an attractive appearance and a healthy, vigorous, growth environment.

- ii. Wall and Projecting Signs. Multiple-family complexes (5-units or greater) shall be permitted one (1) attached sign identifying the complex and placed near the office entrance. The total sign area shall be no larger than one (1) square foot in sign area for each linear foot of the complex's building frontage and in no case shall exceed sixty-four (64) square feet. Signs may be indirectly or directly lighted.

b. Types of Signs Allowed without a Permit.

- i. A property owner may place no more than four (4) non-commercial signs or flag signs on the property at any time. Non-commercial signs shall not exceed two (2) sign faces and shall not exceed twenty-four (24) square feet cumulatively. Non-commercial signs under this section shall not advertise the sale of goods or services.
- ii. Flags. Flags are authorized to be placed on residential property, including two (2) flags with non-commercial messages and one flag pole per premises shall be allowed on each lot. Each flag shall be a maximum of fifteen (15) square feet in area. The flag pole shall be a maximum of twenty-five (25) feet in height or no higher than the highest point of the principal building's roof, whichever is lower. Flag poles must meet the minimum rear yard setback requirements for a principal building.
- iii. Individual lessees or owners of units within multiple-family housing or manufactured home parks may also display any sign allowed on individual residential lots, so long as:
 - 1. Sign is allowed by owner if property is owned separately from person displaying sign; and
 - 2. Sign is displayed within the area owned or leased by the individual.

c. General Sign Regulations on Individual Lots:

- i. No sign may be placed on a residential lot without the consent of the property owner or a lessee who has been given authority to place a sign on the property by written agreement of the property owner.
- ii. Other than those signs specifically authorized by this Section, a sign subject to this Section shall not be illuminated, electronic, digital, or contain moving elements.
- iii. The following maximum heights shall apply to signs on individual lots in a residential district:
 - 1. Unless otherwise specified in this Section, if ground-mounted, the top must not exceed a height of four (4) feet above the ground; and
 - 2. If building mounted, the sign must be flush mounted and must not project above the roof line.

- d. Properties in the ETJ that are appraised by the Washington Central Appraisal District as residential and that contain single-family units, multiple-family complexes, or manufactured home parks shall comply with this Section.
2. Non-Residential Sign Regulations. Unless stated otherwise in Section 21-7 of this Chapter, no sign shall be permitted or allowed on non-residential use property unless it meets the following standards:
 - a. Types of Signs Allowed with a Permit.
 - i. Wall and Projecting Signs. The total sign area for all attached signs for each lot shall not exceed one (1) square foot in sign area for each linear foot of the occupancy's building frontage and in no case shall exceed three hundred (300) square feet. Sign area allotment is computed by adding the sign area of all sign faces allowed by this subsection. Wall signs on building elevations that face properties zoned for and/or developed with a residential use shall be prohibited.
 - ii. Single-Business Ground Signs.
 1. Number of Signs. One (1) non-attached sign with two (2) sign faces provided in Section 21-12(2)(a)(ii)(2) per lot may be erected. Where an occupancy has more than one (1) street frontage, one (1) additional ground sign is allowed on the additional frontage. Where an occupancy has more than three hundred (300) feet of street frontage an additional ground sign shall be permitted for each additional increment of three hundred (300) feet of street frontage. Provided, further, if more than one (1) on-premises ground sign is permitted hereby, there shall be separation between ground signs of a minimum distance of one hundred (100) feet, measured in a straight line from the point on the base of each sign structure that is nearest to the other sign base.
 2. Design Specifications. Each ground sign shall be a minimum of eight (8) feet from the edge of pavement and are subject to the requirements prescribed in the table below. "Posted speed limit" shall mean the speed limit applicable to the public right-of-way adjacent to the primary occupancy frontage, whether or not speed limit signage is present.

Posted Speed Limit (mph)	Maximum Sign Face (Sq ft)	Sign Height (ft)
25 - 35	50	8
40 - 50	128	15
55 - 65	242	25
Property adjacent to the US 290 East and West and the feeder road for State Highway 36 3. A North and South	300	35

3. A business that displays a monument sign as its only ground sign may increase its sign area size by up to twenty percent (20%).
 4. Public Facility Entry Monument Signs. Signs located on property near or adjacent to public facilities such as educational and administration buildings, athletic and sports fields, stadiums, and community centers, which are placed by a governmental entity or public institution of higher education for identification purposes shall be permitted in accordance with Section 21-12(2)(a)(ii).
- iii. Multiple-Business Ground Sign. An integrated business development shall be permitted one (1) on-premises ground sign structure with two (2) sign faces for each increment of five (5) separate entities operating in the development, with a maximum sign face of three hundred (300) square feet plus fifty (50) square feet for each entity in the development identified on such sign in excess of five (5). Provided, further, if more than one (1) on-premises ground sign is permitted hereby, there shall be separation between ground signs (on-premises and off-premises) of a minimum distance of one hundred (100) feet, measured in a straight line from the point on the base of each sign structure that is nearest to the other sign base.
 - iv. Fuel Station Canopy. For a property that contains a gasoline and/or diesel fuel pump island, the owner/operator may exhibit one (1) logo sign per canopy side adjacent to the right-of-way and one (1) electronic or non-electronic price sign per gasoline and/or diesel fuel Pump Island not exceeding forty (40) square feet in sign area. Electronic fuel price signs shall comply with Section 21-9. The signage authorized by this subsection does not count towards a property's total signage allotment.
 - v. Temporary signs. One (1) temporary sign may be displayed during business or activity opening, or special promotions, and shall not be displayed for greater than fourteen (14) days with a maximum of four (4) permits per property annually. The area of the sign may not exceed forty (40) square feet. Temporary signs shall adhere to setback requirements applicable to on-premises freestanding signs and shall not count towards maximum combined sign area. Temporary signs shall not be permitted on property with changeable electronic variable messaging signs or manual changeable copy signs.
 - vi. CEVMS signs are permitted in accordance with Section 21-9 of this Chapter.
 - vii. Off-Premises Directional signs in accordance with Section 21-10 of this Chapter.
 - viii. Flags and flag signs in accordance with Section 21-11 of this Chapter.
- b. Types of Signs Allowed without a Permit
 - i. A property owner may place no more than two (2) non-commercial signs or flag signs on the property at any time. Non-commercial signs shall not exceed two (2) sign faces and shall not exceed twelve (12) square feet per sign face or twenty-four (24) square feet cumulatively. Non-commercial signs shall not be more than five (5) feet in height, and shall not be

- illuminated, electronic, digital, have any moving elements, or be permanently affixed to the ground.
 - ii. Window signs. Window signs shall not exceed more than fifty (50%) percent of the window surface area and may not contain words with characters greater than twelve (12) inches in height.
 - iii. On-Premises Directional signs in accordance with Section 21-10 of this Chapter.
 - c. No sign may be installed on private property without the consent of the property owner and may not be installed in, on, or over any public street or public right-of-way.
 - d. Except as authorized by Section 21-10, any sign allowed under this Section shall not advertise the sale of goods, services, or activities that are not available on the property on which the sign is installed, attached or placed.
 - e. Properties in the ETJ that are appraised by the Washington County Appraisal District as or used as non-residential property shall comply with this Section.
3. Downtown Sign Regulations. For the purpose of this Chapter, Downtown Districts shall mean property zoned B-3, Historical Central Business District and B-4, Neighborhood Business District as established in Appendix A – Zoning of the Brenham Code of Ordinances. The provisions in this Section 21-12(3) shall prevail over any other conflicting provisions of this Chapter applicable to the B-3 and B-4 zoning districts.
- a. Residential Uses. Single-family and multiple-family uses shall comply with the signage standards established in Section 21-12(1) of this Chapter.
 - b. Types of Signs Allowed with a Permit.
 - i. Wall and Projecting Signs. The total sign area for all attached signs for each lot shall not exceed one (1) square foot in sign area for each linear foot of the occupancy's building frontage and in no case shall exceed forty (40) square feet. Sign area allotment is computed by adding the sign area of all signs allowed by this subsection.
 - ii. Monument Sign. One (1) indirectly lighted monument sign with two (2) sign faces shall be permitted per occupancy not to exceed five (5) feet in height and the lowest point of the sign shall not exceed twenty-four (24) inches above the adjacent grade. The total sign area shall not exceed twenty-five (25) square feet and may be located as near as eight (8) feet to the edge of pavement as measured from the closest edge of the sign.
 - iii. Mural. Any painting, design, or image, including incidental copy, which is applied directly to the exterior of a building for artistic, informational, historic, or aesthetic purposes, and shall not contain a commercial message greater than thirty percent (30%) of the façade to which it is applied. Commercial messages shall be related to a business, product, service or activity which is available or conducted upon the premises where such sign is located. A mural shall be compatible with the architectural and aesthetic components of the building, not detract from the character of the district in which it is located, and not be detrimental to the public health, safety or welfare.
 - iv. Flags and flag signs in accordance with Section 21-11 of this Chapter.
 - v. Off-Premises Directional signs.

1. Off-premises directional signs in the Downtown Districts shall be wall signs;
 2. The sign face shall be located within five hundred (500) feet of the subject business;
 3. The sign face shall include the name, symbol or logo of a business or facility and an arrow indicating direction;
 4. The sign face shall be a maximum of nine (9) square feet;
 5. Each establishment is allowed two (2) signs each to be located on different anchor sites; and
 6. The anchor site shall be allowed a maximum of four (4) directional signs.
- c. Permitted Non-Residential Uses Types of Signs Allowed without a Permit.
- i. Window signs. Window signs shall not exceed more than twenty-five percent (25%) of the window surface area and may not contain words with characters greater than twelve (12) inches in height.
 - ii. A property owner may place no more than two (2) non-commercial signs with a total sign face not to exceed twelve (12) square feet on the property at any time.
 - iii. Sidewalk signs shall be located within five (5) feet of the building occupancy frontage of the business or other entity and shall not encroach within handicapped accessible access ways and routes. Sidewalk signs shall only be displayed or erected during the actual hours of operation, are limited to one (1) sign structure with two (2) sign faces per business/entity or tenant, and shall not exceed twelve (12) square feet in size cumulatively. Properties with multiple entrances on multiple parallel streets shall be allowed one (1) additional sidewalk sign on the parallel street on which the corresponding entrance is located.
- d. Except as authorized by Section 21-12(3)(b)(v), any sign allowed under this Section shall not advertise the sale of goods, services, or activities that are not available on the property on which the sign is installed, attached or placed.

Sec. 21-13. – Maintenance of Signs.

1. All signs and structures supporting signs in the City and ETJ shall be properly maintained. The Sign Administrator shall have the authority to order the painting, repair, or removal of a sign, sign structure, or accompanying landscaping which constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment. Notice of required maintenance shall be sent by certified mail and if, within ten (10) calendar days, the maintenance orders are not complied with, the Sign Administrator may order the sign to be removed at the owner's expense under the provisions of this Chapter.
2. It is an offense for a Responsible Party to fail to maintain signs and sign structures in a good and sound condition as determined by the Sign Administrator and in accordance with the applicable building code and other code(s). Responsible Parties shall repair or replace signs and sign structures, or portions thereof, that are rotting, peeling, rusting, fading, becoming discolored, covered in dirt, contain an incomplete sign face, or any other defective conditions. Responsible Parties shall not allow signs or sign structures to

become a threat to public health, safety or welfare, within the meaning of the applicable building code and other code(s), as a result of inadequate design, construction, repair, or maintenance. The Sign Administrator is authorized to seek to compel immediate removal of signs that are in such a state of disrepair or dilapidation as to constitute an imminent threat to public health, safety or welfare.

3. A permit is not required for routine maintenance, adjustments, replacement of light globes, and similar maintenance activities.
 - a. Abandoned or Discontinued Signs. An abandoned or discontinued sign face is a sign face that advertises a business, facility, organization or project that has ceased operations. All abandoned sign faces shall be removed by the Responsible Party within sixty (60) days from their date of abandonment. For the purposes of this Section, a business, facility, organization or project has ceased to operate when it is no longer engaged in the sale of products or services or conducting any other activity in the normal course of business. The Sign Administrator shall have the authority to grant a time extension not exceeding an additional sixty (60) days for an abandoned, non-damaged sign.

Sec. 21-14. - Nonconforming Signs.

1. Determination. A non-temporary sign lawfully erected within the corporate limits of the City or its ETJ prior to the date of adoption of the ordinance from which this Chapter is derived, which does not conform to the regulations of this Chapter, shall be deemed to be a nonconforming sign which shall be allowed to continue, with normal maintenance and repair only; provided, however, a nonconforming sign may not be enlarged upon, expanded, or extended. It is not the intent of this Section to encourage the survival of nonconforming signs; to the contrary, nonconforming signs are discouraged and contrary to the intent and purpose of this Chapter.
2. Removal. Nonconforming signs shall be terminated and removed immediately upon the occurrence of one (1) of more of the following:
 - a. A sign that, having been permitted to remain in place as a nonconforming use, is required to be removed in the event the sign, or a substantial part of it, is blown down, damaged or otherwise destroyed or dismantled for any purpose other than maintenance operations or for changing the letters, symbols or other matter on the sign; for purpose of this subsection, a sign or substantial part of it is considered to have been destroyed if the cost of repairing the sign is more than sixty percent (60%) of the cost of erecting a new sign of the same type at the same location;
 - b. A nonconforming sign that has been abandoned;
 - c. A nonconforming sign that the use of which has been discontinued for a period of sixty (60) days or more consecutive days; or
 - d. A nonconforming sign that has become obsolete or substandard under any applicable ordinance of the City to the extent that the sign becomes a hazard or danger to the public health, safety or welfare.

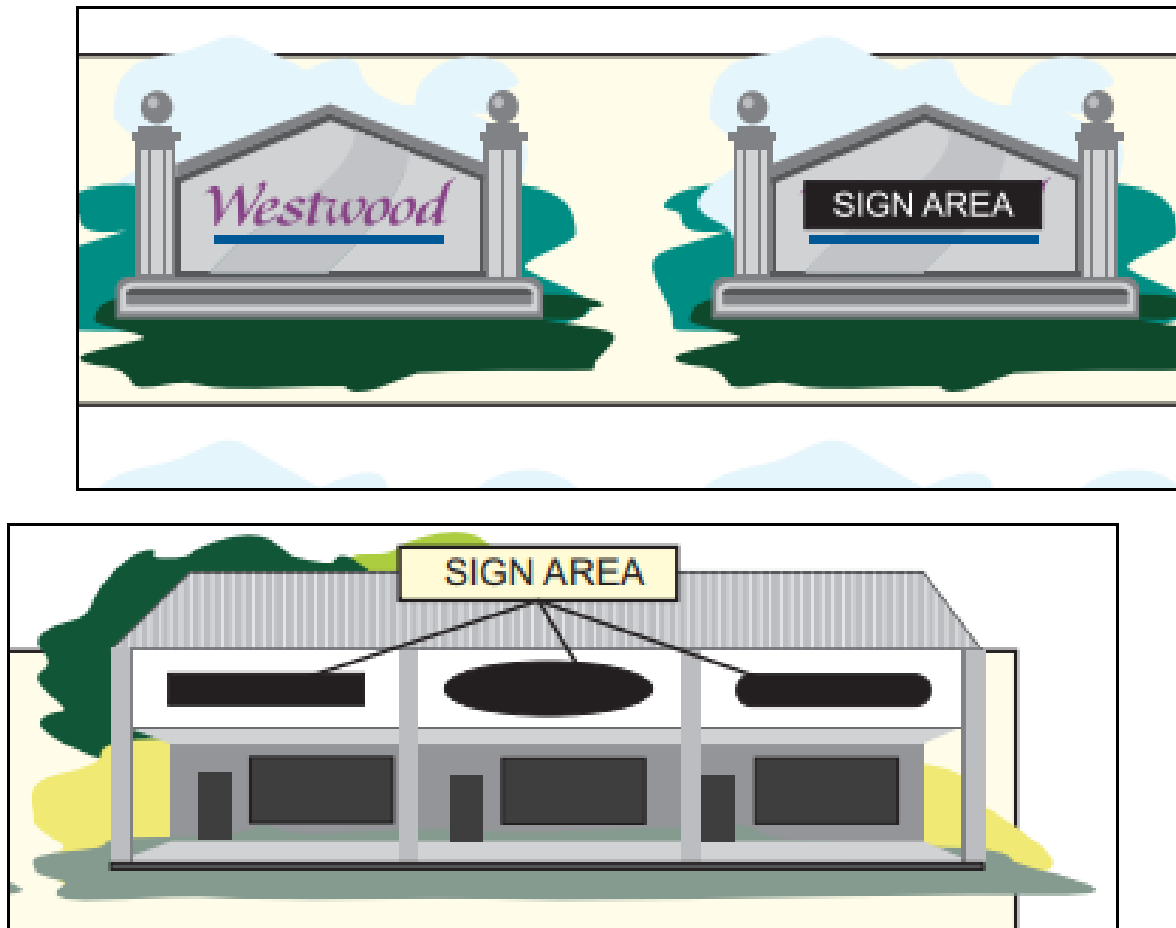
Sec. 21-15. - Violations and Penalties.

1. In the event of a violation of this Chapter, the Responsible Party will be notified by the Sign Administrator by certified mail and required to correct the situation within ten (10) calendar days.
2. If the violation is corrected within ten (10) calendar days, no charges will be filed other than a charge of failure to obtain a building and/or sign permit if such a charge is applicable. Otherwise, charges may be filed each following day until such time as the violation is corrected.
3. Conviction of violation of this Chapter is punishable by a fine of not less than twenty-five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day that the violation is allowed to continue shall be considered a separate offense. Any Responsible Party may be charged with separate violations each day the violation is allowed to continue.
4. In addition to the penalties set forth in this Chapter, the City may pursue any and all other remedies that are available at law or in equity for violations of this Chapter, including but not limited to civil penalties and injunctive relief.

Sec. 21-16. - Billboards.

1. Billboards shall not be permitted within the corporate limits of the City of Brenham or its ETJ.
2. Existing billboards maintained as nonconforming uses.
 - a. Sign face replacement shall be allowed on nonconforming billboards without a permit to the extent that no structural modifications of the sign or its structure are required.
 - b. In the event a nonconforming billboard or a substantial part of it is damaged by any means or cause or dismantled for any purpose other than maintenance of the sign or for changing the sign face, and the repair or reconstruction cost, whichever is applicable, exceeds sixty percent (60%) of the cost of erecting a new sign of the same type at the same location, such nonconforming billboard shall be removed immediately.
3. Any billboard lawfully erected and maintained as a nonconforming use that does not display any copy, transcript, reproduction, model, likeness, image, advertisement or written material for a period of one hundred twenty (120) consecutive days or more is hereby declared to be a violation of this Section and as such shall be restored to use or removed by the owner or permittee within thirty (30) days after notice by the Sign Administrator of such violation.

Sec. 21-17. – Exhibits.



Sec. 21-18 – 21-19. – RESERVED.

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.

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

SECTION 6.

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

PASSED and **APPROVED** on its first reading this the __ day of ____, 2019.

PASSED and **APPROVED** on its second reading this the __ day of ____, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 8

DATE OF MEETING: June 20, 2019	DATE SUBMITTED: June 12, 2019
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Stephanie Doland/Kim Hodde
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☒ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading for the Abandonment of a Portion of the Limit Street Right-of-Way	
SUMMARY STATEMENT: Brenham Wholesale Grocery has requested that a portion of Limit Street be abandoned. The 0.137-acre tract is bounded on the north, east and west by property owned by Brenham Wholesale Grocery and bounded on the south by Harrell Street. The 0.013-acre tract of land is bounded on the west by the Dewitt Kossie tract, bounded on the north and east by Limit Street ROW, and bounded on the south by Harrell Street. If abandoned, the 0.137 acre tract will be deeded to Brenham Wholesale Grocery and the 0.013 acre tract will be deeded to Dewitt Kossie. There are existing utilities (water line, sanitary sewer line, overhead electric) in the Limit Street right-of-way and the City of Brenham will retain an easement for maintenance of said utilities. This ordinance is being presented to abandon the portion of Limit Street as shown in the attached exhibit and metes and bounds description. The abandonment of this portion of Limit Street alley does not create an undue burden on traffic or on utilities.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Ordinance, (2) Exhibit, (3) Request Letter	
FUNDING SOURCE (Where Applicable):	

RECOMMENDED ACTION: Approve an Ordinance on its first reading for the abandonment of a portion of the Limit Street Right-of-Way
APPROVALS: James Fisher

ORDINANCE NO. O-19-___

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A 0.137 ACRE PORTION AND A 0.013 ACRE PORTION OF THE LIMIT STREET RIGHT-OF-WAY; THE 0.137 ACRE PORTION BEING BOUNDED ON THE NORTH BY THE BRENHAM WHOLESALE GROCERY CALLED 1.27-ACRE TRACT, BOUNDED ON THE EAST BY THE BRENHAM WHOLESALE GROCERY CALLED 0.608-ACRE TRACT, BOUNDED ON THE SOUTH BY HARRELL STREET, AND BEING BOUNDED ON THE WEST BY THE BRENHAM WHOLESALE GROCERY CALLED 0.136-ACRE TRACT; AND THE 0.013 ACRE PORTION BEING BOUNDED ON THE NORTH AND EAST BY THE LIMIT STREET RIGHT-OF-WAY, BOUNDED TO THE SOUTH BY HARRELL STREET, AND BOUNDED TO THE WEST BY THE DEWITT KOSSIE RESIDUE OF CALLED 3.49-ACRE TRACT, SITUATED IN BRENHAM, WASHINGTON COUNTY, TEXAS, OUT OF THE JAMES WALKER SURVEY, ABSTRACT NO. 106 AND THE A. HARRINGTON SURVEY, ABSTRACT NO. 55

WHEREAS, the City of Brenham has ownership of the Limit Street right-of-way being bounded on the north by the Brenham Wholesale Grocery called 1.27-acre tract, bounded on the east by the Brenham Wholesale Grocery called 0.608-acre tract, bounded on the south by Harrell Street, and being bounded on the west by the Brenham Wholesale Grocery called 0.136-acre tract and the 0.013-acre portion being bounded on the north and east by the Limit Street right-of-way, bounded to the south by Harrell Street, and bounded to the west by the Dewitt Kossie residue of called 3.49-acre tract, situated in Brenham, Washington County, Texas, out of the James Walker Survey, Abstract No. 106 and the A. Harrington Survey, Abstract No. 55;

WHEREAS, an adjoining property owner has requested the abandonment and closing of a portion of the Limit Street right-of-way; and

WHEREAS, the adjoining property owner requesting the abandonment of a portion of Limit Street owns an adjoining 1.27-acre tract more fully described in a deed to Brenham Wholesale Grocery Co., Inc., recorded in Volume 1661, Page 355, and an adjoining 0.608-acre tract recorded in Volume 1677, page 432 and an adjoining 0.136-acre tract recorded in Volume 1678, Page 623, of the Official Records of Washington County, Texas; and

WHEREAS, the abandonment and closing of the portion of the Limit Street right-of-way as shown on Exhibit "A", attached hereto and incorporated herein for all purposes, will not create an undue burden on traffic; and

WHEREAS, the City of Brenham has no need or use for the portion of Limit Street as shown on Exhibit "A" as a public thoroughfare; and

WHEREAS, electric, water and sanitary sewer utilities currently exist in said right-of-way; therefore, the City of Brenham shall retain a utility easement for maintenance of said utilities; and

WHEREAS, the City Council of the City of Brenham desires to abandon and close the portion of the Limit Street right-of-way as shown on Exhibit “A” as a public thoroughfare, said closure and abandonment being in the best interest of the citizens of Brenham;

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

SECTION I.

That the portion of the Limit Street right-of-way as shown on Exhibit “A” is hereby abandoned and closed as a public thoroughfare.

SECTION II.

This street right-of-way to be closed and abandoned has existing electric, water and sanitary sewer utilities located in said right-of-way; therefore, the City of Brenham shall retain a utility easement in order to maintain said utilities.

SECTION III.

The Mayor of the City of Brenham is hereby authorized to execute any documents necessary for the conveyance of the portion of the Limit Street right-of-way as shown on Exhibit “A”, attached hereto and incorporated herein for all purposes, to the adjoining property owners.

SECTION IV.

This Ordinance shall take full force and effect immediately from and after its passage and approval on second reading and approval by the Planning and Zoning Commission of a replat of the abandoned right-of-way parcels into conforming lots.

PASSED and **APPROVED** on its first reading this the ____ day of June, 2019.

PASSED and **APPROVED** on its second reading this the ____ day of July, 2019.

Milton Y. Tate
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

30 0 30 60 90

GRAPHIC SCALE - FEET

Bearings are based on the Texas Coordinate System of 1983-Central Zone as obtained by GPS observations.

SURVEY PLAT OF

TRACT 1-0.137 ACRE AND TRACT 2-0.013 ACRE OF LAND, LYING AND BEING SITUATED IN THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS IN THE JAMES WALKER SURVEY, A-106 AND IN THE A. HARRINGTON SURVEY, A-55, BEING A PORTION OF LIMIT STREET IN THE CITY OF BRENHAM.



STATE OF TEXAS
CALLED 0.22 AC.
273/221

P.O.B.
TRACT 1
FOUND CONCRETE
HIGHWAY MONUMENT

A. HARRINGTON
SURVEY, A-55
CITY OF BRENHAM
WASHINGTON COUNTY, TEXAS

BRENHAM WHOLESALE GROCERY CO. INC.
CALLED 1.27 AC.
1661/355

N86°11'11" E
30.22'

SET 5/8"
IRON ROD

SET MAG NAIL
IN ASPHALT

N73°48'42" W
39.34'

WATER
METER

JAMES WALKER
SURVEY, A-106
CITY OF BRENHAM
WASHINGTON COUNTY, TEXAS

E. POLE
W/GUY

OVERHEAD CABLE

TRACT 1
0.137 ACRE

TELEPHONE
PEDESTAL

BRENHAM WHOLESALE GROCERY CO. INC.
0.608 AC.
1677/432

E. POLE

BEACON HILL ADDITION

BLOCK 1

PLAT SLIDE 4B
PLAT RECORDS OF WASHINGTON
COUNTY, TEXAS

F.M. HIGHWAY 577

STATE OF TEXAS
CALLED 0.35 AC.
6/27-278
CIVIL MINUTES
WASHINGTON CO. CLERK'S RECORDS

BRENHAM WHOLESALE
GROCERY CO. INC.
0.136 AC.
1678/623

P.O.B.
TRACT 2

SET 1/2" IRON ROD

TRACT 2
0.013 ACRE

SET 5/8"
IRON ROD

N18°49'52" W
136.79'

SET MAG NAIL
IN ASPHALT

OVERHEAD CABLE

211.53'

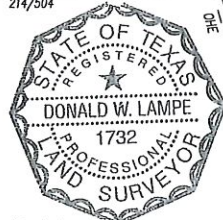
SET 5/8"
IRON ROD

OVERHEAD ELECTRIC LINE (OHE)

WATER
METER

HARRELL STREET

DEWITT KOSSE
RESIDUE OF
CALLED 3.49 AC.
214/504



LINE TABLE

Course	Bearing	Distance
L1	S86°11'07"W	15.47'
L2	N17°56'09"W	39.11'
L3	S72°20'51"W	15.00'
L4	N72°20'51"E	15.00'
L5	S17°56'09"E	39.11'
L6	S86°11'07"W	15.47'
L7	N17°56'09"W	35.41'

NOTES:

- Reference is hereby made to separate descriptions of the subject tracts.
- Iron rods set are fitted with a plastic cap stamped Lampe Surveying.

I, Donald W. Lampe, Registered Professional Land Surveyor No. 1732 of the State of Texas, do hereby certify that this plat accurately represents the results of an on the ground survey made under my direction.

Dated this the 5th day of June, 2019.

Donald W. Lampe
R.P.L.S. No. 1732
Lampe Surveying, Inc

LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS

1408 WEST MAIN STREET
P. O. BOX 2037
BREHMAN, TEXAS 77834
(979) 836-6677 * FAX (979) 836-1177
TEXAS LICENSED SURVEYING FIRM NO. 10040700
W.O. 3402 340253.DWG 3402BWG.CGC

EXHIBIT "A"
47
10 of 3

LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS
Texas Licensed Surveying Firm No. 10040700
P. O. Box 2037 - 1408 West Main Street
Brenham, Texas 77833
(979) 836-6677 - Fax (979) 836-1177

3402-19St.

THE STATE OF TEXAS

SURVEYOR'S DESCRIPTION

PORTION OF LIMIT STREET

COUNTY OF WASHINGTON

TRACT 1
0.137 ACRE

All that certain tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas in the James Walker Survey, A-106 and in the A. Harrington Survey, A-55, being a portion of a street in the City of Brenham known as Limit Street, and being more fully described by metes and bounds as follows, to-wit:

BEGINNING at a concrete highway monument found for the northwest corner hereof and for a southwesterly exterior corner of a Brenham Wholesale Grocery Co., Inc. tract called 1.27 acres, deed being of record in Volume 1661, Page 355, Official Records of Washington County, Texas (1661/355, O.R.W.C., Tx.), being a corner of a flared portion of F. M. Highway 577 in an east margin of same and the northwest corner of Limit Street;

THENCE along a portion of the south line of said Brenham Wholesale Grocery Co., Inc. tract, being the north line hereof and of Limit Street, North 86 degrees 11 minutes 11 seconds East, 30.22 feet to a 5/8" iron rod set for the northeast corner hereof, being the northwest corner of a Brenham Wholesale Grocery Co., Inc. 0.608 acre tract (1677/432, O.R.W.C., Tx.);

THENCE along the east line hereof, common with the west line of said Brenham Wholesale Grocery Co., Inc. 0.608 acre tract, being along an east line of Limit Street, South 17 degrees 56 minutes 09 seconds East, 211.59 feet to a 5/8" iron rod set at the intersection of the east line of Limit Street with the north line of Harrell Street, being the southwest corner of said Brenham Wholesale Grocery Co., Inc. 0.608 acre tract, and being the southeast corner of this tract;

THENCE in Limit Street, as follows:

South 86 degrees 11 minutes 07 seconds West, 15.47 feet to a mag nail set in asphalt for the lower southwest corner hereof and for the southeast corner of a 0.013 acre tract surveyed this date out of Limit Street;

North 17 degrees 56 minutes 09 seconds West, 39.11 feet to a mag nail set in asphalt for an interior corner hereof and for the northeast corner of said 0.013 acre tract; and

South 72 degrees 20 minutes 51 seconds West, 15.00 feet to a 1/2" iron rod set on a west line of Limit Street for the upper southwest corner hereof, the northwest corner of said 0.013 acre tract, and for the northeast corner of the residue of a Dewitt Kossie tract called 3.49 acres (214/504, D.R.W.C., Tx.), being the southeast corner of a Brenham Wholesale Grocery Co., Inc. 0.136 acre tract (1678/623, O.R.W.C., Tx.);

THENCE along the west lines hereof and west lines of Limit Street, North 18 degrees 49 minutes 52 seconds West, 136.79 feet to a mag nail set in asphalt for the northeast corner of said 0.136 acre tract, being a corner of a flared portion of F. M. Highway 577 in an east margin of same; and

North 13 degrees 48 minutes 42 seconds West, 39.34 feet to the PLACE OF BEGINNING and containing 0.137 acre of land, more or less.

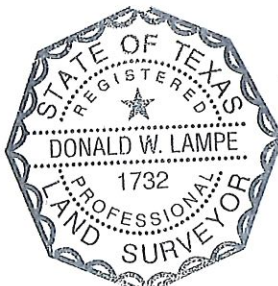
Prepared in conjunction with a separate survey plat.

Iron rods set are fitted with plastic cap stamped Lampe Surveying.

Bearings are based on the Texas Coordinate System of 1983-Central Zone, as obtained by GPS observations.

I, Donald W. Lampe, Registered Professional Land Surveyor No. 1732 of the State of Texas, do hereby certify that this description accurately represents the results of an on the ground survey made under my direction.

Dated this the 5th day of June, 2019.



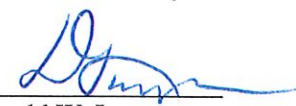

Donald W. Lampe
R.P.L.S. No. 1732
Lampe Surveying, Inc.

EXHIBIT "A"
2013

LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS
Texas Licensed Surveying Firm No. 10040700
P. O. Box 2037 - 1408 West Main Street
Brenham, Texas 77833
(979) 836-6677 - Fax (979) 836-1177

3402-19St.2

THE STATE OF TEXAS

SURVEYOR'S DESCRIPTION

PORTION OF LIMIT STREET

COUNTY OF WASHINGTON

TRACT 2
0.013 ACRE

All that certain tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas in the James Walker Survey, A-106, being a portion of a street in the City of Brenham known as Limit Street, and being more fully described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2" iron rod set on a west line of Limit Street for the northwest corner hereof and for the northeast corner of the residue of a Dewitt Kossie tract called 3.49 acres (214/504, D.R.W.C.,Tx.), being the southeast corner of a Brenham Wholesale Grocery Co., Inc. 0.136 acre tract (1678/623, O.R.W.C.,Tx.), and being the upper southwest corner of a 0.137 acre tract surveyed this date out of Limit Street ;

THENCE in Limit Street, as follows:

North 72 degrees 20 minutes 51 seconds East, 15.00 feet to a mag nail set in asphalt for the northeast corner hereof and for an interior corner of said 0.137 acre tract;

South 17 degrees 56 minutes 09 seconds East, 39.11 feet to a mag nail set in asphalt for the southeast corner hereof and for the lower southwest corner of said 0.137 acre tract; and

South 86 degrees 11 minutes 07 seconds West, 15.47 feet to a 5/8" iron rod set on a west line of Limit Street for the southwest corner of this tract, being on the east line of said Kossie tract;

THENCE along the west line of Limit Street, common with the east line of said Kossie tract, North 17 degrees 56 minutes 09 seconds West, 35.41 feet to the PLACE OF BEGINNING and containing 0.013 acre of land, more or less.

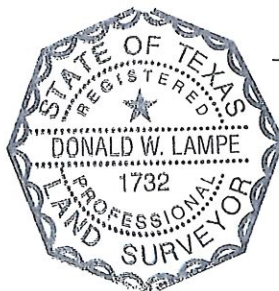
Prepared in conjunction with a separate survey plat.

Iron rods set are fitted with plastic cap stamped Lampe Surveying.

Bearings are based on the Texas Coordinate System of 1983-Central Zone, as obtained by GPS observations.

I, Donald W. Lampe, Registered Professional Land Surveyor No. 1732 of the State of Texas, do hereby certify that this description accurately represents the results of an on the ground survey made under my direction.

Dated this the 5th day of June, 2019.




Donald W. Lampe
R.P.L.S. No. 1732
Lampe Surveying, Inc

3402-19
3402St.2

EXHIBIT "A"
3403



June 10, 2019

Attn: City Manager, City of Brenham, Texas, USA

From: Bradley Trochta
Brenham Wholesale Grocery Co., Inc.
602 W. First ST.
Brenham, TX 77833

RE: Request for partial abandonment of Limit Street

Dear Mr. Fisher

Brenham Wholesale is in the process of developing the corner of Old Chappell Hill Road and Hwy. 577 in the Old Beacon Hill Subdivision with the intention of building a state-of-the-art convenience store. We will own all land surrounding the Limit Street entrance off 577, and as such, would like to formally ask the city to abandon a portion of Limit Street that includes the entrance plus a portion that is in-between our properties as depicted in the attached documentation.

The abandonment of this section will allow the property to be developed in a manner that will create safer traffic flow into and out of the development, as well as give us the ability to offer additional services that would not be available without the abandonment of this section.

Thank you for the consideration. Please feel free to reach out to me for any additional information that could be used to assist in your decision. I can be reached at 979-332-5432.

Warm Regards,

A handwritten signature in blue ink that reads "Bradley Trochta".

Bradley Trochta



AGENDA ITEM 9

DATE OF MEETING: June 20, 2019	DATE SUBMITTED: June 14, 2019															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Stephanie Doland															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-19-017 Adopting a New Fee Schedule for the City of Brenham Development Services Department																
SUMMARY STATEMENT: The Development Services fee resolution includes planning and permitting fees for building, electrical, mechanical, plumbing, health, and fire applications. On July 17, 2014 the City adopted a resolution amending the Development Services fee schedule and no changes to building permit and planning fees have been made since that time. Recently the 86th State Legislative session established HB 852 preventing municipalities from charging residential permit fees based on value or construction cost, effective immediately. The City currently values new residential construction based on square footage. However, the remaining residential permit fees (seven in total) are based on valuation and are required to be updated. Similarly, the former sign ordinance adopted in 1981 established permit fees via ordinance. However, the proposed sign ordinance does not establish sign permit fees, and the proposed resolution establishes fees based on square footage. Staff has done extensive research comparing the fees of cities of similar size and population. Staff also evaluated the time that is incorporated by multiple employees into to processing, reviewing, and inspecting each project application submitted for review and inspection. In comparison our fees are extremely low and are significantly subsidizing the cost of development review. Staff proposes to increase various fees to break even on state required notifications while still incentivizing the review and inspection portion of development applications. Staff recommends approval of the updated fee schedule to adopt sign permit fees, come into compliance with recent state legislation concerning residential permit fees, and provide more comparable permit and application fees.																

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Resolution No. R-19-017; and (2) Existing Fee Schedule
FUNDING SOURCE (Where Applicable): NA
RECOMMENDED ACTION: Approve Resolution No. R-19-017 adopting a new Fee Schedule for the City of Brenham Development Services Department
APPROVALS: James Fisher

RESOLUTION NO. R-19-017

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS ADOPTING NEW PERMIT AND INSPECTION FEES FOR THE CITY OF BRENHAM'S DEVELOPMENT SERVICES DEPARTMENT APPLICABLE TO BUILDING, ELECTRICAL, MECHANICAL, PLUMBING, HEALTH, SIGNAGE, AND FIRE APPLICATIONS.

WHEREAS, the City Council has adopted Chapter 6 – Buildings and Structures, Chapter 21 – Signs, and Appendix A regulating various activities by requiring permits and inspections; and

WHEREAS, the Code of Ordinances authorizes the City Council to adopt a schedule of fees; and

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

- Section 1:** That the City Council of the City of Brenham hereby adopts the Development Services Fee Schedule attached hereto as “Exhibit A” and incorporated herein for all purposes.
- Section 2:** That any and all previously adopted Fee Schedules pertaining to Development Services are hereby repealed.
- Section 3:** That this Resolution attached hereto as “Exhibit A” shall be effective immediately.

PASSED and **APPROVED** on this _____ day of _____, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

“EXHIBIT A”

Development Services: Building Permits & Inspections Fee Schedule

Base Permit Fee - \$25.00 for all permits

Re-inspection Fee - \$50.00

Any work or construction done prior to acquiring a permit may be charged double the total permitting fee.

COMMERCIAL FEE SCHEDULE:

Building, Electrical, Plumbing, Mechanical, & Fire includes demolition, new construction, remodel, addition, moving, etc.

<u>Total Valuation (includes labor and materials):</u>	<u>Fees</u>
Up to \$2,000.00	\$30.00
\$2,001 to \$15,000.00	\$30.00 for the first \$2,000.00 plus \$7.00 for each additional thousand or fraction thereof, to and including \$15,000.00.
\$15,001.00 to \$50,000.00	\$121.00 for the first \$15,000.00 plus \$6.00 for each additional thousand or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$331.00 for the first \$50,000.00 plus \$5.00 for each additional thousand or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$581.00 for the first \$100,000.00 plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$1,781.00 for the first \$500,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$3,281.00 for the first \$1,000,000.00 plus \$2.00 for each additional thousand or fraction thereof

RESIDENTIAL BUILDING PERMIT FEES

Includes single-family residential, such as, patio homes, duplexes, and townhomes.

New Construction: .35¢ per square foot

Additions & Remodels: 0-500 square feet - \$75.00

501-1000 square feet - \$100.00

1001+ square feet - \$125.00

Accessory Buildings: greater than 120 square feet - .35¢ per square foot

Foundation Repair: \$50.00

Paving: 0-500 square feet - \$25.00

501 square feet or more - \$75.00

Window Replacement: \$10.00 per window

Swimming Pools: \$200.00

Demolition of any Residential Building or Structure - \$25.00

Moving of Building or Structure - \$50.00

ELECTRIC FEES:

Meter Loop & Service/Reconnect	\$25.00
Reconnect Only	\$15.00
Panel Only	\$20.00
Rewire house (includes panel)	\$75.00
Electric Underground	\$10.00
Outlets	\$ 1.00
Fixtures	\$ 1.00
Motors:	
Less than 50 HP	\$ 5.00
50 HP and greater	\$10.00
Temporary Pole	\$15.00
Electric dryer	\$ 5.00
Range outlet	\$ 5.00
Range table top	\$ 5.00
Range oven	\$ 5.00
Garbage disposal	\$ 5.00
Dishwasher	\$ 5.00
Window A/C receptacle	\$ 5.00
Electric water heater	\$ 5.00
KW 0-5 per KW	\$ 0.60
Over 5 KW add per KW	\$ 0.15
Sign: per ballast	\$ 3.00
per transformer	\$ 5.00

PLUMBING FEES:

Fixtures (each)	\$ 2.00
Connect to existing house sewer	\$10.00
House sewer line - new or replacement	\$10.00

Water service line	\$10.00
Water heater and/or vent	\$10.00
T & P Valve	\$ 5.00
Re-pipe house	\$75.00
Water treatment equipment	\$10.00
Grease trap installation	\$10.00
Swimming pool water supply line	\$10.00
Lawn sprinkler system with backflow	\$30.00
Storm water drainage system	\$10.00
Connect downspouts	\$ 1.00
Connect to storm drain system	\$10.00
See Public Utilities for:	
Tank fees	
Wye and tap fees	
Gas piping system (1-5)	\$15.00
Additional outlets (each)	\$ 1.00
Gas Pressure Test only	\$10.00
Incinerators (gas-fired)	\$20.00
Gas meter relocation	\$10.00
Backflow Preventer – residential install only	\$20.00

MECHANICAL FEES:

Heating only	\$25.00 Per 100,000 BTU or part thereof
Air Conditioning	\$25.00 plus \$2.00 per ton or part thereof
Ventilating system/Duct Work	\$25.00

PLANNING FEES:

Base Permit Fee shall not apply.

Specific Use Permit	\$200.00
Zone Change	\$300.00
Variance from Subdivision Ordinance	\$200.00
Variance from Zoning Ordinance	\$200.00
Special Exception from Zoning Ordinance	\$150.00
Preliminary Plat, Master Plan	\$150.00
Final Plat, Commercial Replat, Minor Plat, Amending Plat	\$250.00
Residential Replat	\$300.00
Planned Development Zoning	\$400.00
Right-of-Way Abandonment	\$150.00

* Plats are subject to additional recording fees

SIGN PERMIT FEES:

Attached (Wall) Signs	\$2.00 per square foot of sign area
Detached (Freestanding Signs):	\$2.00 per square foot of sign area
Temporary Banner Signs:	\$15.00

Electronic Sign Annual Inspection & Usage Permit	\$25.00
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HEALTH PERMIT/INSPECTION FEES:

Base Permit Fee shall not apply.

Heavy Food Preparation Permit	\$150.00
Light Food Preparation Permit	\$125.00
No Food Preparation Permit	\$50.00
Mobile Food Establishment Permit	\$50.00
Bed and Breakfast	\$25.00
Temporary Food Establishment Permit	\$25.00
	\$50.00 if the permit is required within 7 calendar days)
Re-inspection	\$25.00
Application Late Fee	\$25.00
Foster/Adoptive Home Inspection	\$25.00

***CLASSIFICATION OF FOOD ESTABLISHMENTS**

The following definitions are used by the Environmental Health Division to classify food establishments and determine the cost of the annual Health Permit:

Heavy Food Preparation: Heavy food preparation shall mean any entity in which foods are prepared, utilizing a grill, griddle, deep-fat fryer, commercial-type oven, or any similar food preparation equipment; or any area subject to flooding or wet cleaning procedures due to the cutting or processing of meat, poultry, fish, or pork. Heavy food preparation includes, but is not limited to, cafeterias, fast-food restaurants, full-service restaurants, pizza preparation, and donut preparation.

Light Food Preparation: Light food preparation shall mean any entity in which food is prepared without the use of a grill, griddle, deep-fat fryer, commercial-type oven, or any similar food preparation equipment. Light food preparation is usually limited to the preparation of hot dogs, sandwiches, salads, or other similar foods and fountain-type cold drinks.

No Food Preparation: No food preparation shall mean any entity in which foods are provided pre-wrapped from an approved source with microwave or convection-type ovens. No food preparation is usually limited to pre-packaged sandwiches or similar food, candies, and containerized cold drinks.

Temporary Food Establishment: Food preparation associated with a temporary event. Any free sampling or donation of food does not need to receive a Health Permit. Official non-profit organizations are exempt from paying the permit fee. The event may be required to obtain a Temporary Use Permit from the City.

FIRE DEPARTMENT PERMIT/PLAN REVIEW/INSPECTION FEES:

	<u>Initial Plan Review/Inspection</u>	<u>Re-inspection</u>
Residential, existing, upon request	No Charge	N/A
Foster or Adoptive Care Home	\$25.00	\$25.00
Daycare Facility	\$ 25.00	\$25.00
Group Home		
Health Care (Hospital, clinic, nursing home)	\$150.00	\$50.00
Sprinkler/standpipe	\$200.00	\$50.00
Fire Alarm Systems	\$100.00	\$50.00
Underground Fire Line	\$100.00	\$50.00
Kitchen Vent Hood Systems	\$100.00	\$50.00
Special Permit Yearly Inspection	\$ 50.00	\$50.00
General Fire Code Enforcement Inspections	No Charge	No Charge

Fire Department Inspection Fees are in addition to applicable building permit fees and includes necessary plan reviews.

Commercial Fire Department permit fees based on building permit fee schedule.

Residential Fire protection systems:	
Sprinkler system (each floor)	\$35.00
Standpipe system:	
1-25 hose connections	\$25.00
Each additional hose connections	\$ 0.50



Development Services
Department
200 W. Vulcan
Brenham, TX 77833

Contact Us:
979-337-7220
cityofbrenham.org

Building Permit Fees

Permit Issuing Fee \$25.00

Residential – New Construction .30¢ per square foot

Accessory Buildings – Value of Project according to commercial schedule

Commercial - (Building, Commercial Electrical, Plumbing, & Mechanical) –

Total Valuation: Fee

Up to \$2,000.00 \$10.00 per thousand or fraction thereof.

\$2,001 to \$15,000.00 \$20.00 for the first \$2,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$15,000.00.

\$15,001.00 to \$50,000.00 \$60.00 for the first \$15,000.00 plus \$2.50 for each additional thousand or fraction thereof, to and including \$50,000.00.

\$50,001.00 to \$100,000.00 \$175.00 for the first \$50,000.00 plus \$2.00 for each additional thousand or fraction thereof, to and including \$100,000.00.

\$100,001.00 to \$500,000.00 \$300.00 for the first \$100,000.00 plus \$1.25 for each additional thousand or fraction thereof, to and including \$500,000.00.

\$500,001.00 and up \$950.00 for the first \$500,000.00 plus \$.75 for each additional thousand or fraction thereof.

Electric Fees

Permit fee \$25.00

Re-inspection fee \$25.00

Meter Loop & Service \$5.00

Reconnect \$15.00

Openings over 4 (each) \$0.50

Fixtures \$1.00

Motors:

Less than 50 HP \$5.00

50 HP and greater \$10.00

Temporary sawpole \$15.00

Electric dryer \$5.00

Range outlet \$5.00

Range table top \$5.00

Range oven \$5.00

Garbage disposal \$5.00

Dishwasher \$5.00

Window A/C receptacle \$5.00

Electric water heater \$5.00

KW 0-5 per KW \$0.60

Over 5 KW add per KW \$0.15

Sign: per ballast \$3.00

per transformer \$5.00

Value: (for projects over \$1000 in value) see building permit fee schedule

Revised: 7/2/2015

Plumbing Fees

Permit fee	\$25.00
Re-inspection fee	\$25.00
Fixtures (each)	\$2.00
Connect to existing house sewer	\$5.00
House sewer replacement or new line	\$10.00
House sewer partial replacement (Not a complete house line)	\$10.00
Water service line	\$5.00
Water heater and/or vent T & P Valve	\$5.00
Water treatment equipment	\$5.00
Grease trap installation	\$10.00
Swimming pool water supply line	\$5.00
Lawn sprinkler system	\$10.00
Storm water drainage system	\$10.00
Connect downspouts	\$0.50
Connect to storm drain system	\$5.00
See Public Utilities for:	
Tank fees	
Wye and tap fees	
Gas piping system (1-5)	\$7.50
Additional outlets (each)	\$0.50
Incinerators (gas-fired)	\$20.00
Gas meter relocation	\$10.00
Fire protection systems:	
Sprinkler system (each floor)	\$35.00
Standpipe system:	
1-25 hose connections	\$25.00
Each additional hose connections	\$0.50
Other (Based on value)	see building permit fee schedule

Mechanical Fees

Permit Fee	\$25.00
Re-inspection fee	\$25.00
Heating only	\$25.00 Per 100,000 BTU or part thereof
Air Conditioning	\$25.00 plus \$2.00 per ton or part thereof
Ventilating system (2,000 cfm & over)	\$25.00
Commercial fees based on building permit fee schedule	

Re-Inspection Fee

Building Official/Inspector Re-inspection fee	\$25.00
(Related to any failed inspection for any permits issued by Development Services)	

Planning Fees

Zone Change/Specific Use	\$100.00
Variance from Sign Ordinance	\$50.00
Variance from Subdivision Ordinance	\$100.00
Variance from Zoning Ordinance	\$100.00
Special Exception from Zoning Ordinance	\$50.00
Preliminary Plat , Master Plan	\$50.00
Final Plat, Replat, Minor Plat, Amending Plat	\$150.00

Health & Fire Inspections

Health Inspection Fees

Fixed Food Establishment Permit	\$100.00 (\$25.00 for Bed and Breakfast)
Mobile Food Establishment Permit	\$50.00
Temporary Food Establishment Permit	\$25.00
Re-inspection	\$25.00
Application Late Fee	\$25.00 (\$50.00 if the permit is required within 7 calendar days)
Child Care Inspection	\$25.00

Fire Department Inspection Fees

	Initial Inspection	Re-inspection
Residential, existing, upon request	No charge	N/A
Foster or Adoptive Care Home	No charge	No charge
Daycare Facility	\$25.00	\$25.00
Health Care (Hospital, clinic, nursing home)	\$150.00	\$50.00
Sprinkler/standpipe	\$200.00	\$50.00
Fire Alarm Systems	\$100.00	\$50.00
Underground Fire Line	\$100.00	\$50.00
Kitchen Vent Hood Systems	\$100.00	\$50.00
Special Permit Yearly Inspection	\$50.00	\$50.00
General Fire Code Enforcement Inspections	No charge	No charge

Fire Department Inspection Fees are in addition to applicable building permit fees and includes necessary plan reviews.



AGENDA ITEM 10

DATE OF MEETING: June 20, 2019	DATE SUBMITTED: June 14, 2019															
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Amendment to Attachment B (Fee Schedule) to the Standard Professional Services Agreement between Bureau Veritas North America, Inc and the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation.																
SUMMARY STATEMENT: On August 7, 2014 City Council approved a Professional Services Agreement between Bureau Veritas North America, Inc and the City of Brenham for Plan Review, Inspection, and Permitting Services for the Development Services Department. The agreement is on a request only basis allowing the City to only utilize services as needed.																
On May 21, 2019 HB 842, Prohibition on Certain Value-Based Building Permit and Inspection Fees, was signed by the Governor of Texas and was effective immediately. As a result, Bureau Veritas has provided the city with a revised fee schedule to allow the contract for services to be in accordance with the recently changed legislation. This Amendment of the Agreement modifies the existing inspection fee table by changing the heading, "Single Family Residential Construction Plan Review and Inspection" to "Residential Construction Plan Review and Inspection" as well as an adjustment to the fee schedule by calculating fees for residential construction based on square footage rather than valuation (in accordance with HB 842).																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Agreement allows for backup inspection services on an "as needed" basis B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Standard Professional Services Agreement dated 8-14-14; and (2) Revised Attachment B (Fee Schedule)																
FUNDING SOURCE (Where Applicable):																

RECOMMENDED ACTION: Approve the Amendment to Attachment B (Fee Schedule) to the Standard Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Brenham and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 14th day of August, 2014, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Brenham, Texas (herein called "Client").

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.

2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually by mutual agreement of the parties.

3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.

4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:

- (a) Fees and all other charges will be billed to Client monthly.
- (b) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for interest on any overdue payment in accordance with Chapter 2251, Texas Government Code.
- (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA.

Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees, in the event BVNA files a civil action in a court of competent jurisdiction to collect from Client amounts due under this Agreement, and only if BVNA is the prevailing party in said civil action.

5. Responsibilities of Client. Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

- (a) Where the performance of the Services require BVNA's presence on the Client's premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. Ownership of Documents. All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Client upon Client's payment to BVNA for the services provided for in this Agreement. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 17 below, any such license granted by BVNA to the Client shall automatically terminate.

7. Use of Data or Services. BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies the services, analyses, reports or certifications without BVNA's written permission, then to the extent allowed by applicable law Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA's Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. Relationship of Parties. BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. Standard of Care. BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME

AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

10. Indemnity. BVNA shall indemnify and hold harmless Client and its employees, directors, officers, and agents from and against all claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services, material breach under this Agreement, negligence or willful misconduct of BVNA, its employees, or agents. Neither BVNA nor the Client shall be obligated to defend the other party until there is an actual finding of negligence or if the parties agree otherwise. To the extent allowed by applicable law, Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) to the extent directly and proximately arising from the negligence or willful misconduct of Client, its employees, or agents.

11. Consequential and Punitive Damages. Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

12. Insurance. BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy. The Client, on its own behalf agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

13. Attorney's Fees. The prevailing party in any dispute, lawsuit or claim under this Agreement will be entitled to recover from the non-prevailing party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.

14. Compliance with Laws. BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinances and regulations in effect as of the date services provided.

15. Resolution of Disputes. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to

non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

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

17. Releases. All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

18. a. Termination for Convenience. Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; and all other fees and expenses BVNA incurs because of the termination.

b. Termination for Cause. BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. Termination by Client. If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments performed by another Service Provider and that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements for all work and assignments performed by another Service Provider will be the default and active selection.

d. Termination by BVNA. If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

19. Force Majeure. A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage,

flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

20. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

21. **Remedies.** The obligations and remedies provided herein are cumulative and in addition to any other rights or remedies available at law or in equity.

22. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

23. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within three (3) business days from the date of mailing if mailed as provided in this section.

If to Client:

Terry Roberts, City Manager
P.O. Box 1059
Brenham, TX 77834-1059

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 800
Plano, Texas 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. **Confidential Information.** The Client is subject to the Texas Public Information Act ("Act"). Generally, the Act requires the release of requested information by the Client, but there are exceptions. If the requested information meets the criteria outlined in the exceptions, the Client 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 Client 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 Client 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 has been requested so that the third party has an opportunity to submit reasons to the Texas Attorney General's Office reasons why the information should be withheld or released. The Client will comply with Section 552.305 of the Act with regard to any requests for records concerning BVNA that invoke Section 552.305.

25. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty,

guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

26. Non-Solicitation / Hiring of Employees.

- (a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages. This Article 26(a) shall not apply in the event any current or former employee of BVNA responds to any notice of job vacancy or advertisement of available position published by the Client in the usual and customary publications and media resources utilized by Texas cities in the recruitment of municipal employees.
- (b) BVNA's employees shall not be retained by the Client as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena issued by the Client.

27. Prevailing Wage. This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this Agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement.

28. Interpretation of Agreement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

29. Third Party Beneficiary; Reservation of Rights. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary. Each party reserves all rights, privileges, and immunities under applicable laws. Client is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, Client does not consent to suit, waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act or other applicable law.

30. Assignment. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

CLIENT

By: Milton Y. Tate
Print Name: MILTON Y. TATE, JR.
Title: MAYOR
Date: 8/14/14

BVNA

By: John
Print Name: VAN TRAN
Title: V.P.
Date: 8-18-14
DTQRR: Daniel Stanford
Date: 8/18/2014

Attachment A - Scope of Services

Attachment B -- Fee Schedule

ATTACHMENT A

SCOPE OF SERVICES

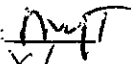
BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

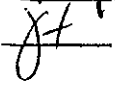
Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

CLIENT INITIALS: 

BVNA INITIALS: 

ATTACHMENT B
FEE SCHEDULE

Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Single Family Residential construction plan review and inspection

Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

CLIENT INITIALS: MJT
BVNA INITIALS: JK

ATTACHMENT B (Cont.)
FEE SCHEDULE

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

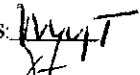
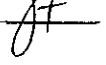
10,000 square feet total building area

Declared construction valuation \$1,100,000.

Calculated construction valuation - 10,000 square feet X \$121.32 per square foot = \$1,213,200.

The calculated construction valuation is greater than the declared construction valuation so \$1,213,200 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

CLIENT INITIALS: 
BVNA INITIALS: 



The following is hereby accepted as an amendment to Attachment B (Fee Schedule) of the Standard Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Brenham, Texas, dated 8/14/2014 by changing a heading on the existing inspection fee table and by adding an additional method of calculating fees for residential construction referenced in HB 852, signed into law May 21, 2019.

FEE SCHEDULE

Modify the existing inspection fee table by changing the heading, “**Single Family Residential construction plan review and inspection**” to “**Residential construction plan review and inspection**”.

Add a new plan review and inspection fee table for 1 & 2 family residential dwellings.

Construction or Improvement of a Residential Dwelling

New Residential Construction	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.
Alteration/Addition for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade

City of Brenham, Texas

By: _____

Title: _____

Signature: _____

Date: _____

Bureau Veritas, North America, Inc.

By: Van Tran _____

Title: VP Facilities Division, Central & East _____

Signature:  _____

Date: 6/5/2019 _____

DTQRR: David Stanford _____

Date: 6/5/2019 _____



AGENDA ITEM 11

DATE OF MEETING: June 20, 2019	DATE SUBMITTED: May 31, 2019															
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Change Order No. 2 to the Contract with Barclays Premier Utility Services, LLC for the FY19 Water Main Replacement Program and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Barclay's Premier Utility Services, LLC was awarded Bid No. 64C-50C FY19 Water Main Replacements. Total bid amount awarded to Barclay's was \$1,355,430. Barclay's has been the low bidder on our last two water line projects and we have been impressed with the quality and efficiency of their work. The City has an agreement with Washington County for the County to fund the extension of a 12-inch water main to the new Road and Bridge building. Based on our experience with Barclays and the fact that they are in Brenham working on our other projects we requested a proposal from them to add this work into one of their existing contracts. The proposal is for \$334,740 which is within the amount of the agreement with the County. Approving this Change Order will allow the project to begin much sooner than if we go through a separate bid process. The contractor has proven that they can complete the work in a timely manner. Staff recommends the approval of Change Order No. 2 to the FY19 Water Main Replacement Contract. This will bring the new contract amount to \$1,690,170. Change Order No. 2 is attached for Council's consideration.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Completion of installation to WC Road & Bridge building in less time than previously estimated B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Change Order No. 2; and (2) Hwy 36 Water Main Extension Map																
FUNDING SOURCE (Where Applicable): To be reimbursed by Washington County																

RECOMMENDED ACTION: Approve Change Order No. 2 to the contract with Barclays Premier Utility Services, LLC in the amount of \$334,740.00 for the FY19 Water Main Replacement Program and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

June 17, 2019

CHANGE ORDER NO. 2

PROJECT: FY19 Water Main Replacements
OWNER: City of Brenham, Texas
CONTRACT: 11-2018
CONTRACTOR: Barclays Premier Utility Services, LLC

Description of Change

2a	ADD enclosed "City of Brenham - Water Line Extension to County Road and Bridge Building" sheets 2 through 12 after sheet 17 in the set of drawings.	No Change	\$0.00
2b	ADD "Highway 36 - 12-inch C-900 PVC Waterline by Open Cut" to list of bid items with a 2,392 quantity, LF unit, \$77.00 unit cost, and bid item cost of \$195,580.00.	ADD	\$184,184.00
2c	ADD "Highway 36 - 12-inch C-900 PVC Waterline by Bore" to list of bid items with a 280 quantity, LF unit, \$77.00 unit cost, and bid item cost of \$21,560.00.	ADD	\$21,560.00
2d	ADD "Highway 36 - 12-inch C-900 PVC Waterline by Bore Under Creek in 20-inch Welded Steel Casing" to list of bid items with a 100 quantity, LF unit, \$160.00 unit cost, and bid item cost of \$16,000.00.	ADD	\$16,000.00
2e	ADD "Highway 36 - 14-inch DR11 HDPE IPS Waterline by Bore" to list of bid items with a 698 quantity, LF unit, \$95.13 unit cost, and bid item cost of \$55,000.00.	ADD	\$66,400.74
2f	ADD "Highway 36 - 12-inch Gate Valve" to list of bid items with a 5 quantity, EA unit, \$2,850.00 unit cost, and bid item cost of \$14,250.00.	ADD	\$14,250.00
2g	ADD "Highway 36 - 12-inch Tie-in" to list of bid items with a 1 quantity, EA unit, \$2,500.00 unit cost, and bid item cost of \$2,500.00.	ADD	\$2,500.00
2h	ADD "Highway 36 - Fire Hydrant Unit" to list of bid items with a 6 quantity, EA unit, \$4,250.00 unit cost, and bid item cost of \$25,500.00.	ADD	\$25,500.00
2i	ADD "Highway 36 - Automatic Flush Valve Unit (Salvage and Reinstall)" to list of bid items with a 1 quantity, EA unit, \$1,500.00 unit cost, and bid item cost of \$1,500.00.	ADD	\$1,500.00
2j	ADD "Highway 36 - Traffic Control" to list of bid items with a 1 quantity, LS unit, \$1,200.00 unit cost, and bid item cost of \$1,200.00.	ADD	\$1,200.00

2k	ADD “Highway 36 - Erosion Control, Restoration, and Seeding” to list of bid items with a 1 quantity, LS unit, \$1,650.00 unit cost, and bid item cost of \$1,650.00.	ADD	\$1,645.26
2l	ADD enclosed “02224 Pipeline Crossings of Highways, Railroads and Driveways by Boring, or Tunneling” specification to the project manual.	No Change	\$0.00

TOTAL VALUE OF THIS CHANGE ORDER:	ADD	\$334,740.00
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Contract Price Adjustment

Original Contract Price	\$1,355,430.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$334,740.00
Current Contract Price including this Change Order	\$1,690,170.00

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	December 24, 2019
Contract Final Completion Date Adjustments due to previous Change Orders	17 Days
Contract Final Completion Date Adjustments due to this Change Order	30 Days
Current Final Contract Completion Dates including all Change Orders	February 9, 2020

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

RECOMMENDED

_____ ENGINEER–Strand Associates, Inc.®	_____ Date
--	---------------

APPROVED

_____ CONTRACTOR–Barclays Premier Utility Services, LLC	_____ Date
--	---------------

APPROVED

_____ OWNER–City of Brenham, Texas	_____ Date
---------------------------------------	---------------

Highway 36 - Water Main Extension

North Park Street to New Washington County Road and Bridge Building

Legend

- Hwy 36 Water Main Extension
- Property Line





AGENDA ITEM 12

DATE OF MEETING: June 20, 2019		DATE SUBMITTED: June 11, 2019																																										
DEPT. OF ORIGIN: Finance		SUBMITTED BY: Carolyn D. Miller																																										
MEETING TYPE:		CLASSIFICATION:																																										
☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION		☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION																																										
ORDINANCE:																																												
☒ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION																																												
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on its First Reading Amending Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham to Adopt an Exemption from the Assessed Taxable Value of Residential Homestead for Property Owners of the City of Brenham Who Are Disabled																																												
SUMMARY STATEMENT: In January 2006, City Council approved a \$24,000 homestead exemption for persons 65 years of age or older, but this exemption was not granted to disabled persons. This item is being presented to City Council for consideration to grant the same exemption to disabled persons. The other taxing entities in Washington County have adopted an exemption for disabled persons, and a comparison of the City of Brenham to other taxing entities is shown in the following table.																																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">ENTITY</th> <th colspan="3">HOMESTEAD</th> <th colspan="2">TAX FREEZE</th> </tr> <tr> <th>HOMESTEAD</th> <th>HOMESTEAD FOR 65 & OLDER</th> <th>HOMESTEAD FOR DISABLED</th> <th>65 & OLDER</th> <th>DISABLED</th> </tr> </thead> <tbody> <tr> <td>BISD</td> <td style="text-align: right;">\$ 25,000</td> <td style="text-align: right;">\$ 15,000</td> <td style="text-align: right;">\$ 10,000</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">YES</td> </tr> <tr> <td>BLINN</td> <td style="text-align: center;">\$ -</td> <td style="text-align: right;">\$ 12,000</td> <td style="text-align: right;">\$ 12,000</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">YES</td> </tr> <tr style="background-color: #d4edda;"> <td>CITY OF BRENHAM</td> <td style="text-align: center;">\$ -</td> <td style="text-align: right;">\$ 24,000</td> <td style="text-align: center;">\$ -</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">YES</td> </tr> <tr> <td>COUNTY-ROAD & BRIDGE</td> <td style="text-align: right;">\$ 3,000</td> <td style="text-align: right;">\$ 9,000</td> <td style="text-align: right;">\$ 9,000</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">YES</td> </tr> <tr> <td>COUNTY-GENERAL</td> <td style="text-align: center;">\$ -</td> <td style="text-align: right;">\$ 12,000</td> <td style="text-align: right;">\$ 12,000</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">YES</td> </tr> </tbody> </table>				ENTITY	HOMESTEAD			TAX FREEZE		HOMESTEAD	HOMESTEAD FOR 65 & OLDER	HOMESTEAD FOR DISABLED	65 & OLDER	DISABLED	BISD	\$ 25,000	\$ 15,000	\$ 10,000	YES	YES	BLINN	\$ -	\$ 12,000	\$ 12,000	YES	YES	CITY OF BRENHAM	\$ -	\$ 24,000	\$ -	YES	YES	COUNTY-ROAD & BRIDGE	\$ 3,000	\$ 9,000	\$ 9,000	YES	YES	COUNTY-GENERAL	\$ -	\$ 12,000	\$ 12,000	YES	YES
ENTITY	HOMESTEAD				TAX FREEZE																																							
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CITY OF BRENHAM	\$ -	\$ 24,000	\$ -	YES	YES																																							
COUNTY-ROAD & BRIDGE	\$ 3,000	\$ 9,000	\$ 9,000	YES	YES																																							
COUNTY-GENERAL	\$ -	\$ 12,000	\$ 12,000	YES	YES																																							
<u>Impact on City of Brenham</u> For the 2018 tax year, the number of disabled persons in Washington County was 67, so Brenham would be at this amount or less. Although an exact amount of lost tax levy from disabled persons could not be calculated, the impact overall would be minimal.																																												

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Ordinance for first reading
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham to adopt an exemption from the assessed taxable value of residential homestead for property owners of the City of Brenham who are disabled
APPROVALS: James Fisher

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 24, TAXATION, OF THE CODE OF ORDINANCES PROVIDING FOR AN EXEMPTION FROM THE ASSESSED TAXABLE VALUE OF RESIDENT HOMESTEADS FOR DISABLED PERSONS; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETINGS

WHEREAS, pursuant to the Texas Tax Code, Section 11.13 the City Council of the City of Brenham, Texas (“City”) is authorized to provide for an exemption from taxation for disabled persons; and

WHEREAS, the City Council of the City of Brenham, Texas hereby determines that it will be advantageous and beneficial to the City and its inhabitants to provide for an exemption from of property taxes on the residence homesteads of disabled persons, beginning with tax year 2019; and

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

SECTION 1.

That Chapter 24, Section 24-1, of the Code of Ordinances of the City of Brenham, Texas is hereby amended in its entirety to read as follows:

**Sec. 24-1. - Homestead exemption to disabled persons or persons sixty-five or over—
Granted.**

There is hereby granted a Twenty-Four Thousand Dollar and no/100 (\$24,000.00) exemption from the assessed taxable value of residential homesteads for persons who are disabled or sixty-five (65) years of age or older in accordance with Article VIII, Section 1b, of the Constitution of the State of Texas, within the corporate limits of the City.

SECTION 2.

That Chapter 24, Section 24-2, of the Code of Ordinances of the City of Brenham, Texas is hereby amended in its entirety to read as follows:

Sec. 24-2. - Same—Filing statement for qualification.

All persons entitled to an exemption provided in section 24-1 shall file a timely application with the Washington County Appraisal District, or its successor entity, for qualification for a residence homestead exemption.

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, 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, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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 _____, 2019.

PASSED and **APPROVED** on its second reading this the ____ day of _____, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 13

DATE OF MEETING: June 20, 2019		DATE SUBMITTED: June 17, 2019			
DEPT. OF ORIGIN: Purchasing		SUBMITTED BY: Carolyn D. Miller			
MEETING TYPE:		CLASSIFICATION:			
☒ REGULAR		☐ PUBLIC HEARING			
☐ SPECIAL		☐ CONSENT			
☐ EXECUTIVE SESSION		☒ REGULAR			
		☐ WORK SESSION			
ORDINANCE:					
☐ 1 ST READING					
☐ 2 ND READING					
☐ RESOLUTION					
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Contract for Leased Office Automation Equipment and Authorize the Mayor to Execute Any Necessary Documentation					
SUMMARY STATEMENT: In May 2016, City Council authorized a three year contract with Ricoh to lease a copier machine for Administration, with a \$1 buyout option. After reviewing the condition and operation of this machine, we determined it needs to be replaced. We requested proposals from four vendors for the annual lease and maintenance of a similar machine. The complete analysis is attached for your review and information, but we have included a table of the total estimated expense.					
Total Estimated Annual Expense					
	<i>RICOH Current</i>	RICOH	XEROX	CANON	RICOH Rental Plan
Service Base	\$ 504	Included	Included	\$ 3,336	Included
Rental Base	\$ 6,396	\$ 5,472	\$ 4,944	\$ 5,520	\$ 13,560
B&W Overages	\$ -	\$ 116	\$ 40	\$ 70	\$ 160
Color Overages	\$ 5,324	\$ 5,016	\$ 4,446	\$ 3,978	\$ 6,384
Total Annual Expense	\$ 12,224	\$ 10,604	\$ 9,430	\$ 12,904	\$ 20,104
Our recommendation is to continue a three year lease arrangement with Ricoh for the Administration copier machine at an estimated annual cost of \$10,604. We did receive a slightly lower quote from Xerox (\$9,430), but Ricoh has been a great vendor and is very responsive to our requests for emergency service. We have had a Ricoh copier in Administration for over 10 years and the learning curve for staff will be minimal since the features will remain the same.					
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):					
A. PROS:					
B. CONS:					

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: Analysis of Administration Copier Proposals
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve a three (3) year lease contract with Ricoh USA, Inc. for office automation equipment and authorize the Mayor to execute any necessary documentation.
APPROVALS: James Fisher

City of Brenham
Analysis of Administration Copier Proposals

Black & White Copies Annual Amounts					
	<i>RICOH Current</i>	RICOH	XEROX	CANON	RICOH Rental Plan
Annual Usage	104,000	104,000	104,000	104,000	104,000
B&W Included	144,000	84,000	96,000	90,000	84,000
Estimated Overages		20,000	8,000	14,000	20,000
Price per Image	\$ 0.0070	\$ 0.0058	\$ 0.0050	\$ 0.0050	\$ 0.0080
B&W Billings	\$ -	\$ 116	\$ 40	\$ 70	\$ 160

Color Copies Annual Amounts					
	<i>RICOH Current</i>	RICOH	XEROX	CANON	RICOH Rental Plan
Annual Usage	114,000	114,000	114,000	114,000	114,000
Color Included	-	-	-	6,500	7,600
Estimated Overages	114,000	114,000	114,000	107,500	106,400
Price per Image	\$ 0.0467	\$ 0.0440	\$ 0.0390	\$ 0.0370	\$ 0.0600
Color Billings	\$ 5,324	\$ 5,016	\$ 4,446	\$ 3,978	\$ 6,384

Total Estimated Annual Expense					
	<i>RICOH Current</i>	RICOH	XEROX	CANON	RICOH Rental Plan
Service Base	\$ 504	Included	Included	\$ 3,336	Included
Rental Base	\$ 6,396	\$ 5,472	\$ 4,944	\$ 5,520	\$ 13,560
B&W Overages	\$ -	\$ 116	\$ 40	\$ 70	\$ 160
Color Overages	\$ 5,324	\$ 5,016	\$ 4,446	\$ 3,978	\$ 6,384
Total Annual Expense	\$ 12,224	\$ 10,604	\$ 9,430	\$ 12,904	\$ 20,104



AGENDA ITEM 14

DATE OF MEETING: 6/20/19		DATE SUBMITTED: 6/14/19	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Bid No. 19-002 Related to Annual Concrete Work for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY: On May 29, 2019 the Purchasing Department opened bids regarding annual concrete work, which is requested by the City of Brenham throughout the year. There were 7 bids mailed out with only two of those bids being received on May 29th. Legacy Concrete Works submitted the lowest bid on each item listed except one. Bid amounts are shown on the attached bid tabulation. Annually the City of Brenham spends slightly over \$90,000 on concrete work such as curb work, flat work, concrete retaining walls, manhole installations, and drainage box work as well as sidewalk replacements. Based on the bids, staff is recommending awarding the annual concrete work to Legacy Concrete Works. By awarding this bid, it will allow all city departments to coordinate work through Legacy and obtain quick professional service. We ask council to approve the bid as stated on the bid tabulation sheet to Legacy Concrete Works LLC.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Quality business who we have used in the past and has a good history. B. CONS: Increase Costs			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1.) Bid Tabulation			
FUNDING SOURCE (Where Applicable): Multiple Departments			

RECOMMENDED ACTION: Award Bid No. 19-002 related to annual concrete work for the City of Brenham to Legacy Concrete Works, LLC and authorize the Mayor to execute any necessary documentation.

APPROVALS: James Fisher



BID TABULATION FORM

BID OPENING DATE: May 29, 2019

BID OPENING TIME:

BID NAME/NO: ITB 19-002: Annual Concrete Work

WITNESSED BY: Dane Rau, Director of Public Works

Brian Smith, Street Superintendent

ITEM	BIDDERS		
	Legacy Concrete Works	Greenscapes Six, LLC	
(1) Furnish labor & materials for the placement of standard curb and gutter per linear foot	\$40.20	\$35.00	
(2) Furnish labor & materials for the placement of historical curb and gutter per linear foot	\$42.00	\$70.00	
(3) Furnish labor & materials for the placement of 4" thick reinforced concrete flatwork per square foot	\$13.50	\$14.00	
(4) Furnish labor & materials for the placement of 6" thick reinforced concrete flatwork per square foot	\$14.75	\$20.00	
(5) Furnish labor & materials for the placement of 6" thick reinforced concrete driveway per square foot	\$14.75	\$22.00	



BID TABULATION FORM

BID OPENING DATE: May 29, 2019

BID OPENING TIME:

BID NAME/NO: ITB 19-002: Annual Concrete Work

WITNESSED BY: Dane Rau, Director of Public Works

Brian Smith, Street Superintendent

ITEM	BIDDERS		
	Legacy Concrete Works	Greenscapes Six, LLC	
(6) Furnish labor & materials for the placement of reinforced concrete valley gutters per square foot	\$14.75	\$25.00	
(7) Furnish labor & materials for the placement of reinforced concrete inlets (0 to 2 ft. height) include ring and cover (supplied by City), per cubic foot	\$58.30 (Est. \$1,925 per inlet)	\$4,500 per inlet	
(8) Furnish labor & materials for the placement of reinforced concrete inlets (0 to 4 ft. height) include ring and cover (supplied by City), per cubic foot	\$46.20 (Est. \$2,540 per inlet)	\$4,500 per inlet	
(9) Furnish labor & materials for the placement of reinforced concrete inlets (0 to 6 ft. height) include ring and cover (supplied by City), per cubic foot	\$50.10 (Est. \$3,580 per inlet)	\$6,500 per inlet	



BID TABULATION FORM

BID OPENING DATE: May 29, 2019

BID OPENING TIME:

BID NAME/NO: ITB 19-002: Annual Concrete Work

WITNESSED BY: Dane Rau, Director of Public Works

Brian Smith, Street Superintendent

ITEM	BIDDERS		
	Legacy Concrete Works	Greenscapes Six, LLC	
(10) Furnish labor & materials for the placement of reinforced concrete manholes (0 to 2 ft. height) include ring and cover (supplied by City), per cubic foot	\$56.10 (Est. \$1,250 per manhole)	\$4,500 per manhole	
(11) Furnish labor & materials for the placement of reinforced concrete manholes (0 to 4 ft. height) include ring and cover (supplied by City), per cubic foot	\$45.60 (Est. \$1,550 per manhole)	\$4,500 per manhole	
(12) Furnish labor & materials for the placement of reinforced concrete manholes (0 to 6 ft. height) include ring and cover (supplied by City), per cubic foot	\$46.20 (Est. \$2,220 per manhole)	\$6,500 per manhole	
(13) Furnish labor & materials for the placement of reinforced concrete walls and footings (4 ft. max height or depth of beam footings), per cubic foot	\$45.10	\$300.00	



BID TABULATION FORM

BID OPENING DATE: May 29, 2019

BID OPENING TIME:

BID NAME/NO: ITB 19-002: Annual Concrete Work

WITNESSED BY: Dane Rau, Director of Public Works

Brian Smith, Street Superintendent

ITEM	BIDDERS		
	Legacy Concrete Works	Greenscapes Six, LLC	
(14) Hourly rate for profesional services which may include things such as: troubleshooting field work, assisting City staff in determining slopes and/or grades	\$100.00	\$85.00	



AGENDA ITEM 16

DATE OF MEETING: June 20, 2019	DATE SUBMITTED: June 17, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.071 – Texas Government Code – Consultation with Attorney – Consultation with City Attorney for the Purpose of Seeking Legal Counsel Regarding Brenham Municipal Court Matters and Associated Issues, Including But Not Limited to the Presiding Municipal Court Judge		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: None		
APPROVALS: Milton Y. Tate, Jr.		



AGENDA ITEM 17

DATE OF MEETING: June 20, 2019	DATE SUBMITTED: June 17, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Evaluation, Duties, Suspension or Removal of the Presiding Municipal Court Judge		
SUMMARY STATEMENT: As discussed in Executive Session		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: As discussed in Executive Session		
APPROVALS: Milton Y. Tate, Jr.		