NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY JUNE 19, 2014 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS

1. Call Meeting to Order

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

3. Citizens Comments

4. Special Recognition

- **Red Cross Life Saving Award Presented to Blue Bell Aquatic Center Employee**

CONSENT AGENDA

5. Statutory Consent Agenda

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

5.a. Ordinance No. O-14-019 on Its Second Reading Annexing the Hereinafter Described Territory into the City of Brenham and Adopting a Service Plan:
Page 1-42

Section 2014-1: Approximately 281.667 acres of land situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031, and the Arrabella Harrington Survey, Abstract No. A0055 generally consisting of tracts with frontage along Burleson Street; tracts with frontage along State Highway 36th North and Dixie Road; land located east of and adjacent to Westwood Lane; and land with frontage along Highway 290 West that is not currently within the City limits being located approximately 2500 feet from the 'cloverleaf' intersection of Highway 290 West and State Highway 36 North.

Section 2014-2: Approximately 30.512 acres of land situated in Washington County, Texas, out of the John Carrington Survey, Abstract No. A0120, generally consisting of tracts with frontage along the western right-of-way line of State Highway 36 beginning at the current City limits and proceeding in a southerly direction to approximately Anderson Lane (located on the eastern side of State Highway 36 South).

Section 2014-3: Approximately 45.366 acres of land situated in Washington County, Texas, out of the Isaac Lee Survey, Abstract No. A0077, generally consisting of tracts that abut the current City limits between South Blue Bell Road and Tiaden Lane and tracts that abut US Highway 290 East from Blue Bell Road to approximately 500 feet east of Tiaden Lane.

Section 2014-4: Approximately 46.457 acres of land situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031, consisting of tracts located between FM 389 and Industrial Boulevard

5.b. Ordinance No. O-14-020 on Its Second Reading Amending Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham to Establish Zoning District Classifications to Properties Being Annexed into the City of Brenham and More Specifically Described Below: **Page 43-51**

Section 2014-1: Approximately 281.667 acres of land situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031, and the Arrabella Harrington Survey, Abstract No. A0055 generally consisting of tracts with frontage along Burleson Street; tracts with frontage along State Highway 36th North and Dixie Road; land located east of and adjacent to Westwood Lane; and land with frontage along Highway 290 West that is not currently within the City limits being located approximately 2500 feet from the 'cloverleaf' intersection of Highway 290 West and State Highway 36 North.

Section 2014-2: Approximately 30.512 acres of land situated in Washington County, Texas, out of the John Carrington Survey, Abstract No. A0120, generally consisting of tracts with frontage along the western right-of-way line of State Highway 36 beginning at the current City limits and proceeding in a southerly direction to approximately Anderson Lane (located on the eastern side of State Highway 36 South).

Section 2014-3: **Approximately 45.366 acres of land situated in Washington County, Texas, out of the Isaac Lee Survey, Abstract No. A0077, generally consisting of tracts that abut the current City limits between South Blue Bell Road and Tiaden Lane and tracts that abut US Highway 290 East from Blue Bell Road to approximately 500 feet east of Tiaden Lane.**

Section 2014-4: **Approximately 46.457 acres of land situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031, consisting of tracts located between FM 389 and Industrial Boulevard**

5-c. **Ordinance No. O-14-021 on Its Second Reading for the Approval of a Request for a Specific Use Permit to Allow a Bed and Breakfast within an R-2 Mixed Residential Zoning District on Property Located at 1002 S. Day Street, and Specifically Being a 0.497 Acre Tract Described as Block 3, Lot S ½ Lot 2 of the W.G. Wilkins Addition in the City of Brenham, Washington County, Texas** **Page 52-53**

5-d. **Ordinance No. O-14-022 on Its Second Reading for the Approval of an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning from an Industrial (I) District to a Residential Single Family (R-1) District on the Following Five (5) Tracts of Land Located on Burleson Street:** **Page 54-55**

a. **1320 Burleson Street (Tract 142, Arrabella Harrington)**
b. **Burleson Street [Leggett & Platt, Inc.] (Tract 232, Arrabella Harrington)**
c. **1406 Burleson Street (Tract 235, Arrabella Harrington)**
d. **1408 Burleson Street (Tract 230, Arrabella Harrington)**
e. **1414 Burleson Street (Tract 369, Arrabella Harrington)**

WORK SESSION

6. **Presentation of the Second Quarter Report by the Washington County Convention and Visitors Bureau** **Page 56-57**

7. **Presentation and Update Regarding the Charter Review** **Page 58**

8. **Discussion and Presentation Regarding Future Transportation Mobility Projects** **Page 59-66**

REGULAR AGENDA

9. **Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Brenham National Bank for the Use of Certain Property in the Event of a Natural Disaster and Authorize the Mayor to Execute Any Necessary Documentation** **Page 67-75**

10. **Discuss and Possibly Act Upon Approval of a Request From Blue Bell Creameries to Install a 10,000 Gallon Above Ground Diesel Fuel Storage Tank** **Page 76-79**

11. **Discuss and Possibly Act Upon an Addendum to the Contract Between the City of Brenham and Ambassador Higher Cleaning Standards for Janitorial Services and Authorize the Mayor to Execute Any Necessary Documentation** **Page 80-86**

12. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and the State of Texas' Region VIII Education Service Center for Cooperative Purchasing Services (TIPS/TAPS) and Authorize the Mayor to Execute Any Necessary Documentation** **Page 87-91**

13. **Discuss and Possibly Act Upon a One (1) Year Extension in Accordance with Bid No. 12-009 for Gasoline and Diesel Fuel for the City's Vehicle and Equipment Fleet and Authorize the Mayor to Execute Any Necessary Documentation** **Page 92-98**

14. **Discuss and Possibly Act Upon a Request for a Noise Variance From Daisy's Mexican Food Restaurant for June 20, 2014 From 9:00 P.M. to 1:00 A.M.** **Page 99-102**

EXECUTIVE SESSION

15. **Section 551.072 - Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Potential Sale of Approximately 204.925 Acres In the Silas Clark Survey (A028), Tract 18, As Recorded in Volume 496, Page 800 of the Official Records of Washington County and Located at 5525 Caney Creek Road in Chappell Hill, Texas and More Commonly Identified as the Old Landfill Property** **Page 103**

RE-OPEN REGULAR AGENDA

16. **Discuss and Possibly Act Upon the Sale of Approximately 204.925 Acres In the Silas Clark Survey (A028), Tract 18, As Recorded in Volume 496, Page 800 of the Official Records of Washington County and Located at 5525 Caney Creek Road in Chappell Hill, Texas and More Commonly Identified as the Old Landfill Property and Authorize the Mayor to Execute Any Necessary Documentation** **Page 104**

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

17. Administrative/Elected Officials Report

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 Negotiations.

CERTIFICATION

I certify that a copy of the June 19, 2014 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 16, 2014 at *12:20 PM*.

Amanda Klehm
Deputy City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2014 at _____ AM PM.

_____ _____
Signature Title

ORDINANCE NO. O-14-019

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS FOR THE PURPOSE OF EXTENDING THE CORPORATE LIMITS OF THE CITY OF BRENHAM, TEXAS; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 491.06 ACRES OF LAND, HEREINAFTER MORE SPECIFICALLY DESCRIBED, TO THE CITY OF BRENHAM, TEXAS FOR ALL MUNICIPAL PURPOSES; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SERVICE PLAN; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL MAP OF THE BOUNDARIES OF THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City of Brenham, Texas is a Texas home-rule municipality; and

WHEREAS, Chapter 43 of the Texas Local Government Code, V.T.C.A., authorizes municipalities to annex territory in accordance with the procedures provided for therein; and

WHEREAS, Article I, Section 3 of the Charter of the City of Brenham authorizes annexation of territory to the City, in accordance with the laws of this State; and

WHEREAS, the hereinafter described properties lie within the extraterritorial jurisdiction of the City of Brenham; and

WHEREAS, the areas hereinafter described contain fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract, in accordance with Subsection 43.052(h)(1), Texas Local Government Code; and

WHEREAS, notice of the appropriate public hearings was published in a newspaper having general circulation in the City of Brenham, Texas and the public hearings were conducted and held in accordance with applicable law; and

WHEREAS, the City of Brenham, Texas prepared a service plan for the extension of municipal services into the area to be annexed, said service plan being attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, all notices, publication and hearings have been duly given and held as required by law; and

WHEREAS, institution of annexation proceedings and the presentation and introduction of this Ordinance in such form as it may be finally passed occurred within the periods of time as prescribed by law; Now Therefore,

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

Section 1. That the hereinafter described tracts of land are within the extraterritorial jurisdiction of, and are adjacent to and are contiguous to the present corporate limits of the City of Brenham, Texas, be, the same are hereby, annexed to the City of Brenham, Texas for all municipal purposes and the corporate boundaries and limits of the City of Brenham, Texas are hereby extended to embrace the said tracts of land, which are more particularly described and attached hereto as Exhibits "B – Metes and Bounds Description," and "C – Maps" and incorporated herein for all purposes.

Section 2. That the inhabitants, if any, of the property hereby annexed to the City of Brenham, Texas shall be entitled to all the rights and privileges of said citizens of the City of Brenham, Texas, and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Brenham, Texas.

Section 3. That the Service Plan which is attached hereto as Exhibit "A" is hereby approved and incorporated herein as part of this Ordinance for all purposes, and is applicable to the areas annexed to the City as described herein.

Section 4. That the official map and boundaries of the City of Brenham, Texas, heretofore adopted and amended be and is hereby amended so as to include the aforementioned areas as part of the City of Brenham, Texas.

Section 5. That the City Secretary is hereby directed and authorized to perform or cause to be performed all acts necessary to amend the official map of the City of Brenham, Texas to add the territories hereby annexed as required by law.

Section 6. If any section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City of Brenham, Texas, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part,

and as to this end the provisions of this Ordinance are declared to be severable.

Section 7. That this Ordinance shall become effective upon its passage.

Section 8. That the meeting at which this Ordinance was enacted was open to the public as required by the Texas Open Meetings Act, and that notice of the time, place, and subject matter of the meeting was given as required by the Texas Open Meetings Act.

PASSED and APPROVED on its first reading this the 5th day of June, 2014.

PASSED and APPROVED on its second reading this the 19th day of June, 2014.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST

_____
Jeana Bellinger, TRMC
City Secretary

EXHIBIT A – Service Plan

2014 ANNEXATION
SERVICE PLAN

SERVICE PLAN FOR 2014 ANNEXATION AREAS

Upon annexation of the areas identified on maps within Exhibit A, the City of Brenham will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. Police Protection

The City of Brenham, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

2. Fire Protection Services

The City of Brenham, Texas and its Fire Department will provide fire protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. The Fire Department will have the responsibility to respond to all dispatched calls and requests for service or assistance within the newly annexed areas.

3. Maintenance of Water and Wastewater Facilities

Any and all water or wastewater facilities owned, operated or maintained by the City of Brenham Public Utilities at the time of the annexation shall continue to be maintained by Public Utilities. Any and all water and wastewater facilities which may be acquired subsequent to the annexation of the proposed areas shall be operated and maintained by the City's Public Utilities Department to the extent of the City's ownership. The now existing water and wastewater mains at existing locations shall be available for the point of use extension based upon the City's standard extension policy now existing or as may be amended. On-site sewage systems may be maintained in accordance with the City Code of Ordinances and other applicable regulations.

4. Solid Waste Collection

The City of Brenham, Texas, or its authorized franchisees, collect solid waste and refuse within the corporate limits of the City. Solid waste collection will be provided to citizens in the newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas. The

City may negotiate with annexed areas to allow continued services with an existing solid waste management provider. After the second anniversary of the annexation date, the City will impose solid waste collection fees and provide the service. If areas with private roads and/or gates are arranged so that garbage may be collected without creating a safety hazard, the City, at its discretion, may collect the garbage provided proper indemnification is received from the community association or individual property owners. The City will then impose solid waste collection fees and provide the service. Garbage collection locations shall be subject to the approval of the Sanitation Superintendent. In the event the City does not collect garbage within the areas with private roads and/or gates, residents of these areas will not be billed for service after the two-year date.

5. Maintenance of Roads and Streets

Any and all public roads, streets or alleyways shall be maintained to the same degree and extent that other public roads, streets, and alleyways are maintained in areas of the City with like topography, land use and density as those found within the newly annexed areas. Private roads will remain under private ownership until dedicated to and accepted by the City, and as such shall be maintained by the owner.

6. Maintenance of Parks, Playgrounds, and Swimming Pools

The City of Brenham, Texas is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under private ownership and as such, shall be maintained by the owner.

7. Maintenance of any Publicly Owned Facility, Building or Municipal Service

The City of Brenham, Texas is not aware of the existence of any publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

8. Other Services

The City of Brenham, Texas finds and determines that such services as planning, code enforcement, animal control, library, parks and recreation, municipal court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed areas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE SUBSTANTIALLY COMPLETE WITHIN 2 ½ YEARS

The City of Brenham will provide full municipal services in the annexed areas no later than 2-1/2 years after the effective date of the annexation unless certain services cannot reasonably be provided within that period. In the event the services cannot be provided within 2-1/2 years, the City will propose a schedule for providing those services, and will include a list of all services to be provided under the plan and a schedule to extend the period for providing certain services. The schedule will provide for the provision of full municipal services no later than 4-1/2 years after the effective date of the annexation.

1. Police and Fire Protection and Solid Waste Collection

The City of Brenham, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City of Brenham, Texas with like topography, land use and population density as those found within the newly annexed areas.

2. Water and Wastewater Facilities

The City of Brenham finds and determines that there is sufficient capacity for water and wastewater to provide services to the annexed areas pursuant to Public Utilities' extension policies. The construction of any capital improvements necessary to extend water and wastewater services to an annexed area will be substantially complete within 2-1/2 years after the effective date of the annexation unless said time period is extended pursuant to Chapter 43 of the Texas Local Government Code, as amended.

3. Roads and Streets

The City of Brenham, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

4. Maintenance of Parks, Playgrounds, and Swimming Pools and any Other Publicly Owned Facility, Building, or Service

The City of Brenham, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of parks maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

SPECIFIC FINDINGS

The City of Brenham, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERMS

This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Brenham.

LEVEL OF SERVICE

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

The service plan shall not be amended except in accordance with Chapter 43 of the Texas Local Government Code.

EXHIBIT B – Metes and Bounds Description

City of Brenham
2014 Annexation Description – Section I-A

BEGINNING at the Northeast corner of the F. C. Kugel and wife, Paula F. Kugel tract called 4.6991 acres, as described in Volume 267, Page 383, in the Deed Records of Washington County, Texas, being on a West right-of-way line of State Highway 36 North, being the Southeast corner of the Jeffrey C. Grimm, et ux tract called 21.500 acres, as described in Volume 739, Page 309, in the Official Records of Washington County, Texas and being a Northeast corner hereof;

THENCE in a Southerly direction, along an East line of said Kugel tract, being along a West right-of-way line of said Highway a distance of 375.20 feet (Deed Call Distance) to an exterior angle point of said Kugel tract, being on a West right-of-way line of said Highway;

THENCE in an Easterly direction, crossing said State Highway 36 North to the Northwest corner of the Iglesia Pentecostal Unida de Brenham, Inc. tract called 3.696 acres, as described in Volume 1298, Page 548, in said Official Records of Washington County, Texas, being on a Northeast right-of-way line of said Highway and being a Northwest corner of the existing City Limits (Ordinance No. O-05-014, Section 2005-10);

THENCE in a Southeasterly direction, along a Southwest line of said existing City Limits, being along a Northeast right-of-way line of said Highway to an interior corner of said existing City Limits, being a Southeast corner hereof;

THENCE in a Southwesterly direction, crossing said Highway, being along a North line of said existing City Limits to a lower Northwest corner of said existing City Limits (Section 2005-10), being on the Southwest right-of-way line of said Highway at an offset of same also being a Northeast corner of the existing City Limits (Ordinance No. O-05-014, Section 2005-9);

THENCE continuing in a Southwesterly direction, being along a Southeast right-of-way line of said Highway at an offset of same, common with a Northwest line of said existing City Limits (Section 2005-9) to a South corner hereof, being an interior corner of said existing City Limits (Section 2005-9);

THENCE in a Northwesterly, Westerly and Southwesterly direction, along Southwest, South and Southeast right-of-way lines of said State Highway 36 North, being along Northeast, North and Northwest lines of said existing City Limits (Section 2005-9) to the West or Southwest corner of said existing City Limits (Section 2005-9), being on the South margin of Lounge Road at its intersection with a Southeast right-of-way line of said Highway, being a Northwest corner of an existing City Limits Annexation;

THENCE in a Southwesterly direction, along the Southeast right-of-way line of said Highway, being along a Northwest line of the existing City Limits, crossing the Burlington Northern & Santa Fe (BNSF) Railroad and Burleson Street to the North corner of the Benton Schulze Land & Cattle Company, LLC tract called 1.723 acres, as described in Volume 1235, Page 779, in said Official Records of Washington County, Texas, being on the Southwest margin of said Burleson Street at its intersection with the Southeast right-of-way line of said Highway, being a West corner of the existing City Limits (Ordinance No. O-08-023, Section 2008-1);

THENCE in a Southeasterly and Southerly direction, along Southwest and West margins of said Burleson Street, being along Southwest and West lines of said existing City Limits (Section 2008-1), being along Northeast and East lines of said Schulze tract called 1.723 acres and along an East line of the Benton Schulze Land & Cattle Company LLC tract called 0.363 acre, as described in Volume 1235, Page 779, in said Official Records of Washington County, Texas, to the Southeast corner of said Schulze tract called 0.363 acre, being on a West margin of said Burleson Street, also being an interior corner of said existing City Limits (Section 2008-1);

THENCE in a Westerly and Southwesterly direction, being along a portion of the South line of said Schulze tract called 0.363 acre, being along the Southeast line of the Benton Schulze Land & Cattle Company LLC tract called 2.751 acres, as described in Volume 1235, Page 779, in said Official Records of Washington County, Texas, being along North and Northwest lines of said existing City Limits (Section 2008-1) to the South corner of said Schulze tract called 2.751 acres, being an interior corner of said existing City Limits (Section 2008-1);

THENCE in a Northwesterly direction, along the Southwest line of said Schulze tract called 2.751 acres, being along a Northeast line of said existing City Limits (Section 2008-1) to the West corner of said Schulze tract called 2.751 acres, being on the Southeast right-of-way line of said State Highway 36 North, being a North corner of said existing City Limits (Section 2008-1);

THENCE in a Southwesterly and Southerly direction, along Southeast and East right-of-way lines of said Highway for Southeast and East lines hereof, passing a west corner of said existing City Limits (Section 2008-1), common with the North corner of the existing City Limits (Ordinance No. O-06-025, Section 2006-4), passing the intersection of West Blue Bell Road and North Dixie Street to the Southwest corner of said existing City Limits (Section 2006-4), being on the East right-of-way line of said State Highway 36 North, also being on a North line of the existing City Limits (Ordinance No. O-08-023, Section 2008-4);

THENCE in a Westerly direction, crossing said State Highway 36 North, being along a North line of said existing City Limits (Section 2008-4) for a South line hereof to a Southwest corner hereof, being on a West right-of-way line of said State Highway 36 North and being a Southeast corner of the WOLFF- Washington County Partners, LTD tract called 86.664 acres (Tract I), as described in Volume 1299, Page 210, in said Official Records of Washington County, Texas;

THENCE in a Northerly and Northeasterly direction, along West and Northwest right-of-way lines of said Highway to the South corner of the Marie Surovik tract called 15.37 acres, as described in Volume 1162, Page 754, in said Official Records of Washington County, Texas, being on a Northeast margin of Dixie Road at its intersection with the Northwest right-of-way line of said Highway for an interior corner hereof;

THENCE in a Northwesterly and Northerly direction, along Northeast and East margins of said Dixie Road, being along Southwest and West lines of said Surovik tract called 15.37 acres to the Northwest corner of said Surovik tract, being on an East margin of said Dixie Road;

THENCE in an Easterly direction, along a portion of the North line of said Surovik tract called 15.37 acres to the Southwest corner of the Brannon Industrial Group, LLC tract called 10.00 acres, as described in Volume 1389, Page 233, in said Official Records of Washington County, Texas;

THENCE in a Northerly direction, along the West line of said Brannon Industrial Group, LLC tract to the Northwest corner of said Brannon Industrial Group, LLC tract called 10.00 acres, being on the South margin of Confederate Lane;

THENCE in an Easterly direction, along a portion of the North line of said Brannon Industrial Group, LLC tract to the Southwest corner of Reconversion Technologies of Texas, Inc. residue of original tract called 20.000 acres, as conveyed in Volume 770, Page 677, in said Official Records of Washington County, Texas;

THENCE in a Northerly direction, along the West line of said Reconversion Technologies of Texas, Inc. residue of original tract called 20.000 acres to the Northwest corner of said Reconversion Technologies of Texas, Inc. residue of original tract called 20.000 acres, being a Northwest corner hereof;

THENCE in an Easterly direction, along the North line of said Reconversion Technologies of Texas, Inc. residue of original tract called 20.000 acres to the Northeast corner of said Reconversion Technologies of Texas, Inc. residue of original tract called 20.000 acres, being on the West line of the Larry Tegeler tract called 6.393 acres, as described in Volume 968, Page 756, in said Official Records of Washington County, Texas;

THENCE in a Northerly direction, along a portion of the West line of said Tegeler tract to the Northwest corner of said Tegeler tract called 6.393 acres, being on the South line of Zientek Lane;

THENCE in an Easterly direction, along a North line of said Tegeler tract called 6.393 acres to a Northeast corner of said Tegeler tract called 6.393 acres, being on the South line of said Zientek Lane, being the Northwest corner of the Megan Schmidt tract called 1.78 acres, as described in Volume 1152, Page 656, in said Official Records of Washington County, Texas;

THENCE in an Easterly direction, along a portion of the North line of said Schmidt tract called 1.78 acres to an interior corner hereof, being on the South line of said Zientek Lane, being at the intersection of the projection of the West line of the Alois J. Zientek, et ux tract called 2.009 acres, as described in Volume 422, Page 842, in said Deed Record of Washington County, Texas, with the South line of said Zientek Lane;

THENCE in a Northerly direction, crossing said Zientek Lane to the South corner of said Zientek, et ux tract called 2.009 acres;

THENCE continuing in a Northerly direction, being along the West line of said Zientek, et ux tract called 2.009 acres to the Northwest corner of said Zientek, et ux tract called 2.009 acres, being on the South line of Lot 6 of Pecanwood Subdivision, a map or plat of said Subdivision recorded in Plat Cabinet File Slide No. 153A and 153B, in the Plat Records of Washington County, Texas;

THENCE in an Easterly direction, along a portion of the common division line of said Lot 6 and said Zientek, et ux 2.009 acres tract to the Southeast corner of said Lot 6, being an interior corner hereof, also being the Southwest corner of the Alois J. Zientek, et ux tract called 0.763 acre, as described in Volume 362, Page 683, in said Deed Records of Washington County, Texas;

THNECE in a Northerly direction, along the common division line of said Lot 6 and said Zientek, et ux tract called 0.763 acre to the Northeast corner of said Lot 6, being the Northwest corner of said Zientek, et ux tract called 0.763 acre and being on the South right-of-way line of Karen Lane;

THENCE in an Easterly and Southeasterly direction, along South and Southwest right-of-way lines of said Karen Lane, being along the North line of said Zientek, et ux tract called 0.763 acre, along Northeast lines of the Alois J. Zientek, et ux residue of original tract called 5.00 acres, as described in Volume 238, Page 99, in said Deed Records of Washington County, Texas and along a Northeast line of the Alois J. Zientek, et ux residue of original tract called 0.721 acre, as described in Volume 278, Page 67, in said Deed Records of Washington County, Texas to the East corner of said Zientek, et ux residue of original tract called 0.721 acre, being on the Southwest right-of-way line of said Karen Lane at its intersection with a Northwest right-of-way line of State Highway 36 North;

THENCE in a Northeasterly direction, along the Northwest right-of-way line of said Highway passing the Northeast right-of-way line of said Karen Lane to an interior corner of said Highway right-of-way, being an exterior corner of Lot 7 of said Pecanwood Subdivision;

THENCE in a Westerly direction, along South right-of-way lines of said Highway, common with North lines of said Lot 7 to a Southwest corner of said Highway right-of-way, being an interior corner of said Lot 7;

THENCE in a Northerly direction, along a West right-of-way line of said Highway, common with an East line of said Lot 7 to a Northwest corner of said Highway right-of-way, being an interior corner of said Lot 7;

THENCE in an Easterly direction, along North right-of-way lines of said Highway, common with South lines of said Lot 7 to a Southern exterior corner of said Lot 7, being an interior corner of said Highway right-of-way;

THENCE in a Northeasterly direction, being along a Southeast line of said Lot 7 and along the Southeast end of Benton Drive as shown on said map of Pecanwood Subdivision and crossing said Burlington Northern & Santa Fe (BNSF) Railroad and crossing Strangmeier Road, being along a Northwest right-of-way line of said Highway to its intersection with the Northeast margin of Strangmeier Road for an interior corner hereof;

THENCE in a Northwesterly direction, along Northeast margins of said Strangmeier Road, being along Southwest lines of the Carl W. Albers, et al residue of original tract called 88.06 acres, as conveyed in Volume 1144, Page 1085, in said Official Records of Washington County, Texas to the West corner of said Albers, et al tract;

THENCE in an Easterly direction, along a North line of said Albers, et al tract to an interior corner hereof and said Albers, et al tract;

THENCE in a Northerly direction, along the West line of said Albers, et al tract to the Northwest corner of said Albers, et al tract, being a Northwest corner hereof;

THENCE in an Easterly direction, along a North line of said Albers, et al tract, passing a Southwest corner of said Jeffrey C. Grimm, et ux tract called 21.500 acres, Volume 739, Page 309 to the Northeast corner of said Albers, et al tract, being an interior corner of said Grimm tract;

THENCE in a Southerly direction, along a portion of an East line of said Albers, et al tract, being along a West line of said Grimm tract to a Southwest corner of said Grimm tract, being the Northwest corner of said F. C. Kugel, et ux tract called 4.6991 acres, Volume 267, Page 383;

THENCE in an Easterly direction, along the North line of said Kugel tract called 4.6991 acres to the PLACE OF BEGINNING.

Containing approximately 254 acres of land.

City of Brenham
2014 Annexation Description – Section I-B

BEGINNING at the Northeast corner of the Rita Krause Hugo tract called 0.8775 acre, as described in Volume 489, Page 464, in the Official Records of Washington County, Texas, being on a West right-of-way line of the Burlington Northern & Santa Fe (BNSF) Railroad and being an interior corner of the existing City Limits (Ordinance No. O-08-023, Section 2008-1) said existing City Limits surrounds and adjoins this tract;

THENCE in a Southeasterly direction, along the East line of said Hugo tract, common with a West line of said BNSF Railroad right-of-way and along a West line of said existing City Limits to the Southeast corner of said Hugo tract called 0.8775 acre, being an interior corner of said existing City Limits;

THENCE in a Westerly direction, leaving said BNSF Railroad right-of-way and along the South line of said Hugo tract called 0.8775 acre, being along a North line of said existing City Limits to the Southwest corner of said Hugo tract called 0.8775 acre, being on the East margin of Burleson Street, being an interior corner of said existing City Limits;

THENCE in a Northerly direction, along the West line of said Hugo tract called 0.8775 acre, being along an East margin of said Burleson Street and being along an East line of said existing City Limits to the Northwest corner of said Hugo tract called 0.8775 acre, being an interior corner of said existing City Limits;

THENCE in an Easterly direction, leaving the East margin of said Burleson Street, being along the North line of said Hugo tract called 0.8775 acre, being along a South line of said existing City Limits to the PLACE OF BEGINNING.

Containing approximately 0.88 acre of land.

City of Brenham
2014 Annexation Description – Section I-C

BEGINNING at the Northeast corner of the Margaret Krause Brinkmeyer tract called 1.6819 acres, as described in Volume 489, Page 456, in the Official Records of Washington County, Texas, being on the West right-of-way line of the Burlington Northern & Santa Fe (BNSF) Railroad and being an interior corner of the existing City Limits (Ordinance No. O-08-023, Section 2008-1);

THENCE in a Southeasterly direction, along the East line of said Brinkmeyer tract, common with a portion of the West right-of-way line of said BNSF Railroad, being along a West line of said existing City Limits to the Southeast corner of said Brinkmeyer tract, being the Northeast corner of the Mary Krause Horak tract called 0.8775 acre, as described in Volume 489, Page 460, in said Official Records of Washington County, Texas;

THENCE in a Southeasterly direction, along the East line of said Horak tract called 0.8775 acre and along an East line of the Mary K. Horak tract called 5.00 acres, as described in Volume 567, Page 347, in said Official Records of Washington County, Texas, common with a portion of the West right-of-way line of said BNSF Railroad, being along a West line of said existing City Limits to a Southeast corner of said Horak tract called 5.00 acres, being an interior corner of said existing City Limits and of said BNSF Railroad right-of-way;

THENCE in a Westerly direction, along a South line of said Horak tract called 5.00 acres, common with a North right-of-way line of said BNSF Railroad, being along a North line of said existing City Limits to an interior corner of said Horak tract called 5.00 acres, being an exterior corner of said BNSF Railroad right-of-way and of said existing City Limits;

THENCE in a Southerly direction, along an East line of said Horak tract called 5.00 acres, common with a West right-of-way line of said BNSF Railroad, being along a West line of said existing City Limits to an interior corner of said Horak tract called 5.00 acres, being exterior corner of said BNSF Railroad right-of-way and of said existing City Limits;

THENCE in an Easterly direction, along a North line of said Horak tract called 5.00 acres, common with a South right-of-way line of said BNSF Railroad, being along a South line of said existing City Limits to an exterior corner of said Horak tract called 5.00 acres, being an interior corner of said BNSF Railroad right-of-way and of said existing City Limits (Ordinance No. O-08-023);

THENCE in a Southeasterly direction, along an East line of said Horak tract called 5.00 acres, common with a portion of the West right-of-way line of said BNSF Railroad and of said existing City Limits, to the Southeast corner of said Horak tract called 5.00 acres,

THENCE in a Westerly direction, leaving said BNSF Railroad right-of-way, being along a South line of said Horak tract called 5.00 acres, being along a North line, in part, of said existing City Limits (Ordinance No. O-08-023, Section 2008-1) to the Southwest corner of said Horak tract

called 5.00 acres, being on the East margin of Burleson Street, and being on an East line of said existing City Limits;

THENCE in a Northerly direction, along a portion of a West line of said Horak tract called 5.00 acres, being along a portion of the East margin of said Burleson Street and along an East line of said existing City Limits to an interior corner of said existing City Limits;

THENCE in an Easterly direction, leaving the East margin of said Burleson Street, being along a South line of said existing City Limits to a Southeast corner of said existing City Limits;

THENCE in a Northerly direction, along an East line of said existing City Limits to a Northeast corner of said existing City Limits, being on the South line of said Brinkmeyer tract called 1.6819 acres, common with the North line of said Horak tract called 0.8775 acre and being an interior corner hereof;

THENCE in a Westerly direction, along a portion of the South line of said Brinkmeyer tract, common with a portion of the North line of said Horak tract called 0.8775 acre, being along a North line of said existing City Limit to the Southwest corner of said Brinkmeyer tract, being the Northwest corner of said Horak tract called 0.8775 acre, being an interior corner of said existing City Limits and being on the East margin of said Burleson Street;

THENCE in a Northerly direction, along the West line of said Brinkmeyer tract called 1.6819 acres, being along a portion of the East margin of said Burleson Street and being along an East line of said existing City Limits to the Northwest corner of said Brinkmeyer tract, being an interior corner of said existing City Limits;

THENCE in an Easterly direction, leaving the East margin of said Burleson Street, being along the North line of said Brinkmeyer tract, also being along a South line of said existing City Limits to the PLACE OF BEGINNING.

Containing approximately 6.7 acres of land.

City of Brenham
2014 Annexation Description – Section I-D

BEGINNING at the Northeast corner of the Daniel C. Krause tract called 5.00 acres, as described in Volume 633, Page 213, in the Official Records of Washington County, Texas, being on the West right-of-way line of the Burlington Northern & Santa Fe (BNSF) Railroad and being on a West line of the existing City Limits (Ordinance No. O-08-023, Section 2008-1);

THENCE in a Southeasterly direction, along the East line of said Krause tract, common with a portion of the West right-of way line of said BNSF Railroad, being along a West line of said existing City Limits to the Southeast corner of said Kruse tract called 5.00 acres, being the Northeast corner of Willie Brinkmeyer and wife, Margaret Esther Brinkmeyer tract called 5.266 acres, as described in Volume 336, Page 54, in the Deed Records of Washington County, Texas;

THENCE in a Southeasterly direction, along the East line of said Brinkmeyer tract, common with a portion of the West right-of-way line of said BNSF Railroad, being along a West line of said existing City Limits to the Southeast corner of said Brinkmeyer tract, being the Northeast corner of the Rita Krause (Hugo) tract called 5.00 acres, as described in Volume 269, Page 272, in said Deed Records of Washington County, Texas;

THENCE in a Southeasterly direction, along the East line of said Rita Krause tract called 5.00 acres, common with a portion of the West right-of-way line of said BNSF Railroad, being along a West line of said existing City Limits to the Southeast corner of said Rita Krause tract called 5.00 acres, being a Southwest corner of said existing City Limits and being on a North line of an existing City Limits Annexation;

THENCE in a Westerly direction, leaving the West right-of-way line of said BNSF Railroad, being along a portion of the South line of said Rita Krause tract called 5.00 acres, being along a North line of said existing City Limits Annexation to a Southeast corner of said existing City Limits (Ordinance No. O-08-023, Section 2008-1) for a Southwest corner hereof, being on the South line of said Rita Krause tract called 5.00 acres;

THENCE in a Northerly direction, along an East line of said existing City Limits (Section 2008-1) for a West line hereof to a Northeast corner of said existing City Limits (Section 2008-1) for an interior corner hereof, being on the South line of said Brinkmeyer tract called 5.266 acres, common with a North line of said Rita Krause tract called 5.00 acres;

THENCE in a Westerly direction, along a portion of the South line of said Brinkmeyer tract called 5.266 acres, common with a portion of the North line of said Rita Krause tract called 5.00 acres, being along a North line of said existing City Limits (Section 2008-1) for a South line hereof to an interior corner of said existing City Limits (Section 2008-1), being a Southwest corner hereof;

THENCE in a Northerly direction, along an East line of said existing City Limits (Section 2008-1) for a West line hereof to a Northeast corner of said existing City Limits (Section 2008-1) for

an interior corner hereof, being on the South line of said Daniel C. Krause tract called 5.00 acres, common with the North line of said Brinkmeyer tract called 5.266 acres;

THENCE in a Westerly direction, along a North line of said existing City Limits (Section 2008-1), being along a portion of the South line of said Daniel C. Krause tract called 5.00 acres, common with a portion of the North line of said Brinkmeyer tract called 5.266 acres to the Southwest corner of said Daniel C. Krause tract called 5.00 acres, being the Northwest corner of said Brinkmeyer tract called 5.266 acres, being on the East margin of Burleson Street and being an interior corner of said existing City Limits (Section 2008-1);

THENCE in a Northerly direction, along West lines of said Daniel C. Krause tract called 5.00 acres, being along East margins of said Burleson Street and being along East lines of said existing City Limits (Section 2008-1) to the Northwest corner of said Daniel C. Krause tract called 5.00 acres;

THENCE in an Easterly direction, leaving the East margin of said Burleson Street, being along a portion of the North line of said Daniel C. Krause tract called 5.00 acres to the Northwest corner of the Daniel C. Krause homestead parcel, which is a portion of said Daniel C. Krause tract called 5.00 acres, and was called 0.25 acre and included in said existing City Limits (Ordinance No. O-08-023, Section 2008-1) and being a Northwest corner of said existing City Limits;

THENCE in a Southerly direction, along the West line of said Krause homestead parcel, common with a West line of said existing City Limits (Section 2008-1) to the Southwest corner of said Krause homestead parcel, being a Southwest corner of said existing City Limits (Section 2008-1);

THENCE in an Easterly direction, along the South line of said Krause homestead parcel being along a South line of said existing City Limits (Section 2008-1) to Southeast corner of said Krause homestead parcel, being a Southeast corner of said existing City Limits (Section 2008-1);

THENCE in a Northerly direction, along the East line of said Krause homestead parcel, being along an East line of said existing City Limits (Section 2008-1) to the Northeast corner of said Krause homestead parcel, being a Northeast corner of said existing City Limits (Section 2008-1), also being on the North line of said Daniel C. Krause tract called 5.00 acres;

THENCE in an Easterly direction, along a portion of the North line of said Daniel C. Krause tract called 5.00 acres to the PLACE OF BEGINNING.

Containing approximately 13 acres of land.

City of Brenham
2014 Annexation Description – Section I-E

BEGINNING at the Northeast corner of the Charlotte Beth Woods Smith tract called 26.691 acres (Tract II), as described in Volume 588, Page 862, in the Official Records of Washington County, Texas, being on a West right-of-way line of State Highway 36 North and being a Northwest corner of the existing City Limits (Ordinance No. O-08-023, Section 2008-4);

THENCE in a Southerly direction, along East lines of said Smith tract, common with West lines of said existing City Limits, being along West right-of-way lines of said State Highway 36 North to a Southeast corner hereof, being an interior corner of said existing City Limits;

THENCE in a Westerly direction, leaving the West right-of-way line of said State Highway 36 North, along a North line of said existing City Limits for a South line hereof to an interior corner of said existing City Limits;

THENCE in a Northwesterly direction, along a Southwest line hereof, being along a Northeast line of said existing City Limits to an exterior corner of said existing City Limits, being an interior corner hereof;

THENCE in a Westerly direction, along a North line of said existing City Limits for a South line hereof to a Southwest corner hereof, being an interior corner of said existing City Limits, being on an East margin of Westwood Lane, and being on a West line of said Smith tract called 26.691 acres;

THENCE in a Northerly direction, along an East margin of said Westwood Lane for a West line hereof, being along an East line of said existing City Limits and along a West line of said Smith tract called 26.691 acres to a Northeast corner of said existing City Limits, being on the East margin of said Westwood Lane and being the Northwest corner of said Smith tract called 26.691 acres;

THENCE in a Westerly direction, crossing said Westwood Lane, being along a North line of said existing City Limits for a South line hereof to a Northwest corner of said existing City Limits, being an interior corner hereof, being on the West margin of said Westwood Lane and being on an East line of the Vivian R. Mason Trustee of the Mason Family Trust tract called 29.77 acres, as conveyed in Volume 1240, Page 125, in said Official Records of Washington County, Texas;

THENCE in a Southwesterly direction, along Southeast lines of said Mason Family Trust tract called 29.77 acres, common with Northwest lines of said existing City Limits to a Southeast corner of said Mason Family Trust tract, being an interior corner of said existing City Limits;

THENCE in a Westerly direction, along a portion of a South line of said Mason Family Trust tract called 29.77 acres, common with a North line of said existing City Limits to a Northwest corner of said existing City Limits, being the Northeast corner of the Vivian R. Mason Trustee of the Mason Family Trust tract called 1.00 acre (Second Tract), as conveyed in Volume 1240, Page 125, in said

Official Records of Washington County, Texas;

THENCE in a Southerly direction, along the East line of said Mason Family Trust tract called 1.00 acre, common with a West line of said existing City Limits to the South corner of said Mason Family Trust tract called 1.00 acre, being on the North right-of-way line of US Highway 290 West, being the Southeast corner of the Vivian R. Mason Trustee of the Mason Family Trust tract called 3 acres, as conveyed in Volume 1240, Page 125, in said Official Records of Washington County, Texas and being an interior corner of said existing City Limits;

THNECE in a Westerly direction, along a portion of the North right-of-way line of said US Highway 290 West for a South line hereof, being along a North line of said existing City Limits to a Southwest corner hereof, being an interior corner of said existing City Limits, and being the Southeast corner of the Mason Family Trust homestead parcel called 0.5 acre in said (Ordinance No. O-08-023, Section 2008-4);

THENCE in a Northerly direction, leaving the North right-of-way line of said US Highway 290 West, being along an East line of said Mason Family Trust homestead parcel, being along an East line of said existing City Limits to the Northeast corner of said Mason Family Trust homestead parcel and said existing City Limits, being an interior corner hereof;

THENCE in a Westerly direction, along the North line of said Mason Family Trust homestead parcel, being along a North line of said existing City Limits to the Northwest corner of said Mason Family Trust homestead parcel, being a Northwest corner of said existing City Limits, being an interior corner hereof;

THENCE in a Southerly direction, along the West line of said Mason Family Trust homestead parcel, being along a West line of said existing City Limits to the Southwest corner of said Mason Family Trust homestead parcel, being an interior corner of said existing City Limits for a Southeast corner hereof, and being on the North right-of-way line of said US Highway 290 West;

THENCE in a Westerly direction, along a portion of the North right-of-way line of said US Highway 290 West for a South line hereof, being along a North line of said existing City Limits to the Southwest corner of said Mason Family Trust tract called 3 acres for a Southwest corner hereof, being an interior corner of said existing City Limits;

THENCE in a Northerly direction, leaving the North right-of-way line of said US Highway 290 West, being along the West line of said Mason Family Trust tract called 3 acres and being along the West line of said Mason Family Trust tract called 29.77 acres, being along an East line of said existing City Limits to a Northwest corner hereof, being on a South margin of Sunset Road, at its intersection with the West line of said Mason Family Trust tract called 29.77 acres and being a Northeast corner of said existing City Limits;

THENCE in an Easterly direction, along South margins of said Sunset Road for North lines hereof to the intersection of the South margin of said Sunset Road with the West margin of said Westwood Lane;

THENCE continuing in an Easterly direction, crossing said Westwood Lane with a North line hereof to the East margin of said Westwood Lane for an interior corner hereof, being on the occupied West line of the Lorea Myrick tract called 4.09 acres, as conveyed in Volume 1037, Page 335, in said Official Records of Washington County, Texas;

THENCE in a Northerly direction, being along a portion of the East margin of Westwood Lane to an interior corner hereof, being the Southwest corner of the Amador Rodriguez, et ux tract called 0.524 acre (First Tract), as conveyed in Volume 1107, Page 587, in said Official Records of Washington County, Texas, being at the Northeast corner of said road where the East margin of said Westwood Lane intersect the North margin of said Sunset, also being the Southeast corner of a called 0.183 acre Easement tract, as described in Volume 445, Page 703, in the Deed Records of Washington County, Texas;

THENCE in a Westerly direction, along a portion of the North margin of said Sunset Road, being along the South line of said 0.183 acre Easement tract to the Southwest corner of said Easement tract, being the South corner of the Tyler Engeling tract called 1.217 acres, as described in Volume 1345, Page 821, in said Official Records of Washington County, Texas for a Southwest corner hereof;

THENCE in a Northerly direction, leaving the North margin of said Sunset Road, being along the West line of said Engeling tract called 1.217 acres to the Northwest corner of said Engeling tract for a Northwest corner hereof;

THENCE in an Easterly direction, along the North line of said Engeling tract called 1.217 acres to the Northeast corner of said Engeling tract, common with the Northwest corner of the Tommy A. Brown tract called 1.718 acres, as described in Volume 1227, Page 908, in said Official Records of Washington County, Texas;

THENCE in an Easterly direction, along the North line of said Brown tract called 1.718 acres to the Northeast corner of said Brown tract for a Northeast corner hereof;

THENCE in a Southerly direction, along the East line of said Brown tract called 1.718 acres to the Southeast corner of said Brown tract, common with the Northeast corner of the Claire K. Land tract called 0.883 acre, as described in Volume 1248, Page 292, in said Official Records of Washington County, Texas;

THENCE in a Southerly direction, along the East line of said Land tract called 0.883 acre to the Southeast corner of said Land tract, common with the Northeast corner of said Myrick tract called 4.09 acres;

THENCE in a Southerly direction, along the East line of said Myrick tract called 4.09 acres to the Southeast corner of said Myrick tract, being on a Northeast line of said Charlotte Beth Woods Smith tract called 26.691 acres, being an interior corner hereof;

THENCE in a Southeasterly and Easterly direction, along Northeast and North lines of said Smith tract called 26.691 acres for Northeast and North lines hereof to the PLACE OF BEGINNING.

Containing approximately 50 acres of land.

City of Brenham
2014 Annexation Description – Section I-F

BEGINNING at the most Western Northwest corner of the Charlotte Beth Woods Smith residue of original tract called 55.181 acres (Tract I), as recorded in Volume 588, Page 862, in the Official Records of Washington County, Texas and being on a South line of the existing City Limits (Ordinance No. O-08-023, Section 2008-4)

THENCE in an Easterly direction, along North lines of said Smith residue of original tract called 55.181 acres, common with South lines of said existing City Limits to an interior corner of said Smith residue of original tract called 55.181 acres;

THENCE continuing in an Easterly direction, along South lines of said existing City Limits to the apparent Southeast corner of the Charlotte Beth Woods tract called 2 acres, as conveyed in Volume 276, Page 411, in the Deed Records of Washington County, Texas, also being a Southeast corner of said existing City Limits and an interior corner hereof;

THENCE in a Northerly direction, along an East line of said existing City Limits, being along a West line hereof to an interior corner of said existing City Limits, being on a Southwest right-of-way line of US Highway 290 West and being on a Northeast line of said Smith residue of original tract called 55.181 acres;

THENCE in a Southeasterly direction, along Northeast lines of said Smith residue of original tract called 55.181 acres, being along Southwest lines of said existing City Limits and Southwest right-of-way lines of said US Highway 290 West to the Southeast corner of said Smith residue of original tract called 55.181 acres, being on a West right-of-way line of said US Highway 290 West, being on a West line of said existing City Limits and being on an apparent North right-of-way line of the former Southern Pacific Railroad right-of-way;

THENCE in a Southerly direction, crossing said former Southern Pacific Railroad right-of-way to a Southwest corner of said existing City Limits (Section 2008-4), being on a North line of an existing City Limits Annexation and being on a North margin of Old Mill Creek Road;

THNECE in a Westerly direction, along North margins of said Old Mill Creek Road, being along apparent South right-of-way lines of said Railroad, being partly along a North line of said existing City Limits Annexation to a Southwest corner hereof;

THENCE in a Northwesterly direction, crossing said Railroad right-of-way to a Southwest corner of said Smith residue of original tract called 55.181 acres;

THENCE in a Northerly direction, along a Southwest line of said Smith residue of original tract called 55.181 acres to an interior corner of said Smith residue of original tract called 55.181 acres, being an interior corner hereof;

THENCE in a Westerly direction, along South lines of said Smith residue of original tract called 55.181 acres to a Southwest corner of said Smith residue of original tract called 55.181 acres, being a Southwest corner hereof;

THENCE in a Northerly direction, along a West line of said Smith residue of original tract called 55.181 acres to an interior corner of said Smith residue of original tract called 55.181 acres, being an interior corner hereof;

THENCE in a Westerly direction, along a South line of said Smith residue of original tract called 55.181 acres to a Southwest corner of said Smith residue of original tract called 55.181 acres, being a Southwest corner hereof;

THENCE in a Northerly direction, along the most Western line of said Smith residue of original tract called 55.181 acres to the PLACE OF BEGINNING.

Containing approximately 44.5 acres of land.

City of Brenham
2014 Annexation Description – Section II-A

BEGINNING at the Northeast corner of the Mack W. Morris and wife, Betty Ann Morris tract called 0.580 acre, as described in Volume 304, Page 684, in the Deed Records of Washington County, Texas, being on the West right-of-way line of State Highway 36 South, being on a West line of the existing City Limits (Ordinance Date June 22, 1970) and being the Southeast corner of the existing City Limits (Ordinance O-06-025, Section 2006-3, 3-B);

THENCE in a Southerly direction, along the East line of said Morris tract, common with a portion of the West right-of-way line of said Highway, being along a portion of said existing City Limits (Ordinance Date June 22, 1970) to the Southeast corner of said Morris tract called 0.580 acre, being on the West right-of-way line of said Highway and a West line of said existing City Limits (Ordinance Dated June 22, 1970);

THENCE in a Westerly direction, leaving said Highway right-of-way, being along the South line of said Morris tract to the Southwest corner of said Morris tract called 0.580 acre;

THENCE in a Northerly direction, along the West line of said Morris tract to the Northwest corner of said Morris tract called 0.580 acre, being on a South line of said existing City Limits (Section 2006-3, 3-B);

THENCE in an Easterly direction, along the North line of said Morris tract called 0.580 acre, being along a portion of the South line of said existing City Limits (Section 2006-3, 3-B) to the PLACE OF BEGINNING.

Containing approximately 0.58 acre of land.

City of Brenham
2014 Annexation Description – Section II-B

BEGINNING at the Northeast corner of the Delbert Ladewig and wife, Helen Ladewig tract called 0.50 acre, as described in Volume 362, Page 453, in the Deed Records of Washington County, Texas, being on the West right-of-way line of State Highway 36 South and being on a West line of the existing City Limits (Ordinance Dated June 22, 1970);

THENCE in a Southerly direction, along the East line of said Ladewig tract, common with a portion of the West right-of-way line of said Highway and a West line of said existing City Limits to the Southeast corner of said Ladewig tract called 0.50 acre, being the Northeast corner of the Barbara Maurer and Bonnie Winkelmann tract called 6.00 acres, as conveyed in Volume 1394, Page 179, in the Official Records of Washington County, Texas;

THENCE in a Southerly direction, along East lines of said Maurer and Winkelmann tract, common with West right-of-way lines of said Highway and West lines of said existing City Limits to the Southeast or East corner of said Maurer and Winkelmann tract called 6.00 acres, being the North corner of the Allen R. Stolz and wife Mary A. Stolz tract called 4.00 acres, as described in Volume 878, Page 746, in said Official Records of Washington County, Texas;

THENCE in a Southeasterly direction, along Northeast lines of said Stolz tract, common with Southwest right-of-way lines of said Highway and Southwest lines of said existing City Limits to the East corner of said Stolz tract called 4.00 acres, being the North corner of the Warren Douglas Averitt and Roberta Hoover Averitt Trustees tract called 2.125 acres, as conveyed in Volume 1456, Page 94, in said Official Records of Washington County, Texas, being Tract 1 of Kobs Division, a map or plat being of record in Plat Cabinet File Slide No. 473A, in the Plat Record of Washington County, Texas;

THENCE in a Southeasterly direction, along Northeast lines of said Averitt Trustees tract, common with Southwest right-of-way lines of said Highway and Southwest lines of said existing City Limits to the East corner of said Averitt Trustees tract called 2.125 acres common with the North corner of the Devin L. Holum and wife Aylen C. Holum tract, as conveyed in Volume 1285, Page 1029, in said Official Records of Washington County, Texas, being Lot 2A, called 2.918 acres of the Kobs Division Replat of Tract 2, a map or plat being of record in Plat Cabinet File Slide No. 583A, in said Plat Record of Washington County, Texas;

THENCE in a Southeasterly direction, along the Northeast line of said Holum tract, common with a portion of the Southwest right-of-way line of said Highway and a Southwest line of said existing City Limits to the East corner of said Holum tract called 2.918 acres, common with the North corner of the Douglas L. Nichols, Jr. and wife Jennifer A. Nichols tract, as conveyed in Volume 1373, Page 445, in said Official Records of Washington County, Texas, being Lot 2B, called 2.663 acres of said Kobs Division Replat of Tract 2;

THENCE in a Southeasterly direction, along the Norhteast line of said Nichols tract, common with a portion of the Southwest right-of-way line of said Highway and a Southwest line

of said existing City Limits to the East corner of said Nichols tract called 2.663 acres, common with the North corner of the A-Allsorts Storage tract, as conveyed in Volume 1225, Page 336, in said Official Records of Washington County, Texas, being Lot 2C, called 4.486 acres of said Kobs Division Replat of Tract 2;

THENCE in a Southeasterly direction, along the Northeast line of said A-Allsorts Storage tract, common with a portion of the Southwest right-of-way line of said Highway and a Southwest line of said existing City Limits to the East corner of said A-Allsorts Storage tract called 4.486 acres, common with the North corner of Elen Pharr Moncrieff and G. M. Mike McWhorter, Co-Trustees of the Albert and Elen Pharr Moncrieff Article 6 Family Trust tract called 7.24 acres, as described in Volume 1359, Page 170, in said Official Records of Washington County, Texas;

THENCE in a Southeasterly direction, along the Northeast line of said Moncrieff and McWhorter, Co-Trustees tract, being along the Southwest line of said existing City Limits, in part, and being along a portion of the Southwest right-of-way line of said Highway to the East corner of said Moncrieff and McWhorter, Co-Trustees tract called 7.24 acres and being the East corner hereof;

THENCE in a Southwesterly direction, leaving said Highway right-of-way, being along the Southeast line of said Moncrieff and McWhorter, Co-Trustees tract to the South corner of said Moncrieff and McWhorter, Co-Trustees tract called 7.24 acres, being on the Northeast right-of-way line of the Burlington Northern & Santa Fe (BNSF) Railroad;

THENCE in a Northwesterly direction, along Southwest lines of said Moncrieff and McWhorter, Co-Trustees tract, common with Northeast right-of-way lines of said BNSF Railroad to a West corner of said Moncrieff and McWhorter, Co-Trustees tract called 7.24 acres and being an interior corner of said BNSF Railroad right-of-way;

THENCE in a Northeasterly direction, along a Northwest line of said Moncrieff and McWhorter, Co-Trustees tract, common with a Southeast right-of-way line of said BNSF Railroad to an interior corner of said Moncrieff and McWhorter, Co-Trustees tract called 7.24 acres and being an exterior corner of said BNSF Railroad right-of-way;

THENCE in a Northwesterly direction, along a Southwest line of said Moncrieff and McWhorter, Co-Trustees tract, common with a Northeast right-of-way line of said BNSF Railroad to the most Northern West corner of said Moncrieff and McWhorter, Co-Trustees tract called 7.24 acres, common with the South corner of said A-Allsorts Storage tract called 4.486 acres;

THENCE in a Northwesterly direction, along the Southwest line of said A-Allsorts Storage tract, common with a portion of the Northeast right-of-way line of said BNSF Railroad to the West corner of said A-Allsorts Storage tract called 4.486 acres, common with the South or Southwest corner of said Holum tract called 2.918 acres;

THENCE in a Northwesterly direction, along the West line of said Holum tract, common with a portion of the East right-of-way line of said BNSF Railroad to the Northwest corner of said Holum tract called 2.918 acres, common with the Southwest corner of said Averitt Trustees tract called 2.125 acres;

THENCE in a Northwesterly direction, along the West line of said Averitt Trustees tract, common with a portion of the East right-of-way line of said BNSF Railroad to the Northwest corner of said Averitt Trustees tract called 2.125 acres, common with the Southwest corner of said Stolz tract called 4.00 acres;

THENCE in a Northwesterly direction, along West lines of said Stolz tract, common with East right-of-way lines of said BNSF Railroad to the Northwest corner of said Stolz tract called 4.00 acres, being an exterior corner of said BNSF Railroad right-of-way, also being on the Southeast line of said Maurer and Winkelmann tract called 6.00 acres;

THENCE in a Southwesterly direction, along a portion of the Southeast line of said Maurer and Winkelmann tract, common with a Northwest right-of-way line of said BNSF Railroad to the South or Southwest corner of said Maurer and Winkelmann tract called 6.00 acres, being an interior corner of said BNSF Railroad right-of-way;

THENCE in a Northerly direction, along the West line of said Maurer and Winkelmann tract, common with a portion of the East right-of-way line of said BNSF Railroad to the Northwest corner of said Maurer and Winkelmann tract called 6.00 acres;

THENCE in a Northeasterly direction, leaving said right-of-way line of said BNSF Railroad, being along a portion of the North line of said Maurer and Winkelmann tract called 6.00 acres to the Southwest corner of said Ladewig tract called 0.50 acre;

THENCE in a Northwesterly direction, along the West line of said Ladewig tract to the Northwest corner of said Ladewig tract called 0.50 acre;

THENCE in a Northeasterly direction, along the North line of said Ladewig tract called 0.50 acre to the PLACE OF BEGINNING.

Containing approximately 29.9 acres of land.

City of Brenham
2014 Annexation Description – Section III

BEGINNING at the Northwest corner of the Allen J. Beckendorf tract called 0.615 acre, as described in Volume 462, Page 632, in the Official Records of Washington County, Texas, being on the Southwest right-of-way line of US Highway 290 East and being a South corner of the existing City Limits (Ordinance No. O-05-014, Section 2005-6), also being a Northeast corner of an existing City Limits Annexation;

THENCE in a Southeasterly direction, along the Northeast line of said Beckendorf tract, common with a portion of the Southwest right-of-way line of said Highway to the Northeast corner of said Beckendorf tract called 0.615 acre, being the Northwest corner of the Allen J. Beckendorf tract called 0.248 acre, as described in Volume 530, Page 295, in said Official Records of Washington County, Texas;

THENCE in a Southeasterly direction, along the Northeast line of said Beckendorf tract called 0.248 acre, common with a portion of the Southwest right-of-way line of said Highway to the Northeast corner of said Beckendorf tract called 0.248 acre, being the Northwest corner of the Casey P. Stephens and spouse, Jimmie L. Stephens tract called 1.372 acres, as described in Volume 1037, Page 12, in said Official Records of Washington County, Texas;

THENCE in a Southeasterly direction, along the Northeast lines of said Stephens tract, common with Southwest right-of-way lines of said Highway to the Northeast corner of said Stephens tract called 1.372 acres, being the Northwest corner of the Casey P. Stephens and spouse, Jimmie L. Stephens tract called 0.463 acre, as described in Volume 1090, Page 346, in said Official Records of Washington County, Texas;

THENCE in a Southeasterly direction, along the Northeast line of said Stephens tract called 0.463 acre, common with a portion of the Southwest right-of-way line of said Highway to the Northeast corner of said Stephens tract called 0.463 acre, being the Northwest corner of the John F. Beckendorf, Individually and as Independent Executor of the Estate of Fritz W. Beckendorf, Deceased and as Trustee of the Beckendorf Family Trust residue of original tract called 183.08 acres, as conveyed in Volume 1131, Page 711, in said Official Records of Washington County, Texas;

THENCE in a Southeasterly direction, along the Northeast line of said Beckendorf Family Trust tract, common with a portion of the Southwest right-of-way line of said Highway to the East or Northeast corner of said Beckendorf Family Trust residue of original tract called 183.08 acres, being the Northwest corner of the Charlyn Rosenbaum Schoenvogel tract, as conveyed in Volume 1419, Page 72 (Tract 3-B), in said Official Records of Washington County, Texas and described as 3.981 acres (Tract One) in Volume 405, Page 225, in the Deed Records of Washington County, Texas;

THENCE in a Southwesterly direction, leaving said Highway right-of-way, along a Southeast and East line of said Beckendorf Family Trust residue of original tract called 183.08 acres, common with the Northwest line of said Schoenvogel tract called 3.981 acres and a West line of the Charlyn

Rosenbaum Schoenvogel tract, as conveyed in Volume 1419, Page 72, in said Official Records of Washington County, Texas and described as 157-1/2 acres in Volume 208, Page 65, in said Deed Records of Washington County, Texas to a Southwest corner of said Schoenvogel tract called 157-1/2 acres, also being the Northwest corner of the Charlyn Rosenbaum Schoenvogel tract, as described in Volume 1419, Page 72 (Tract 3-B), in said Official Records of Washington County, Texas and described as 7.066 acres (Tract Two) in Volume 405, Page 225, in said Deed Records of Washington County, Texas, being on an East line of said Beckendorf Family Trust residue of original tract called 183.08 acres;

THENCE in a Southerly direction, along a portion of an East line of said Beckendorf Family Trust residue of original tract called 183.08 acres, common with the West line of said Schoenvogel tract called 7.066 acres, to the Southwest corner of said Schoenvogel tract called 7.066 acres, being the Southeast corner of said Beckendorf Family Trust residue of original tract called 183.08 acres, also being on a Northeast line of the Paul Kruse tract called 39.936 acres, as described in Volume 1141, Page 437, in said Official Records of Washington County, Texas;

THENCE in a Northwesterly direction, along the Southwest lines of said Beckendorf Family Trust residue of original tract called 183.08 acres, common with Northeast lines of said Kruse tract called 39.936 acres to the most Western corner of said Kruse tract called 39.936 acres, being on a Southwest line of said Beckendorf Family Trust residue of original tract called 183.08 acres, being the North corner of the Paul Kruse tract called 63.131 acres, as described in Volume 1141, Page 432, in said Official Records of Washington County, Texas, being an East corner of the Curtis D. Ignasiak Successor Trustee tract called 22.237 acres, as described in Volume 1037, Page 710, in said Official Records of Washington County, Texas, being an exterior corner of the existing City Limits (Ordinance No. O-96-012);

THENCE in a Northwesterly direction, along a Southwest line of said Beckendorf Family Trust residue of original tract called 183.08 acres, being along a Northeast line of said Ignasiak tract called 22.237 acres, being along a Northeast line of said existing City Limits (Ordinance No. O-96-012) to a West corner of said Beckendorf Family Trust residue of original tract called 183.08 acres, being an interior corner of the Ignasiak tract called 22.237 acres and being an interior corner of said existing City Limits (Ordinance No. O-96-012);

THENCE in a Northeasterly direction, along Northwest and West lines of said Beckendorf Family Trust residue of original tract called 183.08 acres, common with Southeast and East lines of said Ignasiak tract called 22.237 acres and said existing City Limits (Ordinance No. O-96-012) to the Southeast corner of the George Klatt and wife, Doris Helen Klatt tract called 3.00 acres, as described in Volume 317, Page 148, in said Deed Records of Washington County, Texas, being the North or Northeast corner of said Ignasiak tract called 22.237 acres and being an exterior corner of said existing City Limits (Ordinance No. O-96-012);

THENCE in a Southwesterly direction, along the South line of said Klatt tract, common with a North line of said Ignasiak tract called 22.237 acres, being along a North line of said existing City Limits (Ordinance No. O-96-012) to the Southwest corner of said Klatt tract called 3.00 acres, being an interior corner of said Ignasiak tract called 22.237 acres and being an interior corner of said

existing City Limits (Ordinance No. O-96-012);

THENCE in a Northwesterly direction, along the Southwest line of said Klatt tract, along a Southwest line of said Beckendorg Family Trust residue of original tract called 183.08 acres, common with a Northeast line of said Ignasiak tract called 22.237 acres, being along a Northeast line of said existing City Limits (Ordinance No. O-96-012) to the most Western corner of said Beckendorf Family Trust residue of original tract called 183.08 acres, being the most Northern corner of said Ignasiak tract called 22.237 acres, being on a Southeast line of Lot Two of Reserve "B" of Brenham Business Center, Phase I, a map or plat being of record in Plat Cabinet File Slide No. 518A, in the Plat Records of Washington County, Texas, being an exterior corner of said existing City Limits (Ordinance No. O-96-012), also being an exterior corner of another existing City Limit Annexation;

THENCE in a Northeasterly direction, along Northwest lines of said Beckendorf Family Trust residue of original tract called 183.08 acres, common with Southeast lines of said Lot Two of Reserve "B", being along Southeast lines of said existing City Limits Annexation to a Northwest corner of said Beckendorf Family Trust residue of original tract called 183.08 acres, being on an East line of said Lot Two of Reserve "B", also being a Southwest corner of the John F. Beckendorf tract called 5.200 acres, as described in Volume 1131, Page 705, in said Official Records of Washington County, Texas and being on an East line of said existing City Limits Annexation;

THENCE in a Northerly direction, along West lines of said Beckendorf tract called 5.200 acres, in part, being along East lines of said existing City Limits Annexation, passing an interior corner of said Beckendorf tract called 5.200 acres to an exterior corner of said existing City Limits Annexation, being an interior hereof;

THENCE in a Southwesterly direction, along a North line of said existing City Limits Annexation to an interior corner of said Beckendorf tract called 5.200 acres, being a Southwest corner hereof and an interior corner of said existing City Limits Annexation;

THENCE in a Northerly direction, along a West line of said Beckendorf tract called 5.200 acres to a Northwest corner of said Beckendorf tract called 5.200 acres, being an interior corner of said existing City Limits Annexation and being a Northwest corner hereof;

THENCE in an Easterly direction, along a North line of said Beckendorf tract called 5.200 acres, being along a South line of said existing City Limits Annexation to a Northeast corner of said Beckendorf tract called 5.200 acres, being a Southeast corner of said existing City Limits Annexation, being on the West line of said Allen J. Beckendorf tract called 0.615 acre, Volume 462, Page 632, being an interior corner hereof;

THENCE in a Northerly direction, along a portion of the West line of said Allen J. Beckendorf tract called 0.615 acre for West line hereof, being along an East line of said existing City Limits Annexation to the PLACE OF BEGINNING.

Containing approximately 44.5 acres of land.

City of Brenham
2014 Annexation Description – Section IV

BEGINNING at a Northeast corner of the Adolph Charles Wehmeyer residue of original tract called 43.3 acres (Second Tract), as conveyed in Volume 719, Page 548, in the Official Records of Washington County, Texas, being the Northwest corner of the Eight Star Corporation tract called 13.847 acres, as described in Volume 1418, Page 539, in said Official Records of Washington County, Texas, being on the South right-of-way line of F.M. Highway 389 and being an exterior corner of the existing City Limits (Ordinance No. O-08-023, Section 2008-3);

THENCE in a Southerly direction, along East lines of said Wehmeyer residue tract, common with West lines of said Eight Star Corporation tract for East lines hereof and being along West lines of said existing City Limits (Section 2008-3) to an interior corner of said Eight Star Corporation tract;

THENCE continuing in a Southerly direction, along a West line of said existing City Limits (Section 2008-3) for an East line hereof, severing a portion of said Eight Star Corporation tract to an interior corner of said Eight Star Corporation tract;

THNECE continuing in a Southerly direction, along a West line of said existing City Limits (Section 2008-3) to a Southwest corner of said Eight Star Corporation tract, being a Southwest corner of said existing City Limits (Section 2008-3) and being an interior corner hereof;

THENCE in an Easterly direction, along North lines of said Wehmeyer residue tract, common with South lines of said Eight Star Corporation tract and being along South lines of said existing City Limits (Section 2008-3) to a Southeast corner of said Eight Star Corporation tract, being an interior corner of said Wehmeyer residue tract and being a Southeast corner of said existing City Limits (Section 2008-3);

THENCE in a Northerly direction, along West lines of said Wehmeyer residue tract, common with East lines of said Eight Star Corporation tract, and being along East lines of said existing City Limits (Section 2008-3) to an interior corner of said existing City Limits (Section 2008-3), being on an East line of said Eight Star Corporation tract, common with a West line of said Wehmeyer residue tract, being a Northwest corner hereof;

THENCE in an Easterly direction, along a South line of said existing City Limits (Section 2008-3), severing a portion of said Eight Star Corporation tract to a Southwest corner of said Eight Star Corporation tract;

THENCE continuing in an Easterly direction, along South lines of said Eight Star Corporation tract, being along South lines of said existing City Limits (Section 2008-3), common with North lines of said Wehmeyer residue tract called 43.3 acres and the Adolph Charles Wehmeyer residue of original tract called 16 acres (First Tract), as conveyed in Volume 719, Page 548, in said Official Records of Washington County, Texas to a Southeast corner of said Eight Star Corporation

tract, being a Southeast corner of said existing City Limits (Section 2008-3), being a Northeast corner of said Wehmeyer residue of original tract called 16 acres, being on the West line of Lot 1 of Southwest Industrial Park Section II, recorded in Plat Cabinet File Slide No. 298A, in the Plat Records of Washington County, Texas, also being on the West line of the existing City Limits (Ordinance No. O-92-007);

THENCE in a Southerly direction, along an East line of said Wehmeyer residue of original tract called 16 acres, common with a portion of the West line of said Lot 1 of Southwest Industrial Park Section II, and common with a West line of the James Newell Cato tract called 8.6850 acres, as described in Volume 1214, Page 237, in said Official Records of Washington County, Texas, being along West lines of said existing City Limits (Ordinance No. O-92-007) to the Southwest corner of said Cato tract, being an interior corner of said Wehmeyer residue of original tract called 16 acres and being an interior corner hereof;

THENCE in an Easterly direction, along a North line of said Wehmeyer residue of original tract called 16 acres, common with a portion of the South line of said Cato tract, being along a portion of the South line of said existing City Limits (Ordinance No. O-92-007) to a Northeast corner of said Wehmeyer residue of original tract called 16 acres, common with the Northwest corner of Tract A-1 of Southwest Industrial Park Section II, recorded in Plat Cabinet File Slide No. 495B, in said Plat Record of Washington County, Texas, also being a Northwest corner of the existing City Limits Annexation (Dated April 1, 1980);

THENCE in a Southerly direction, along East lines of said Wehmeyer residue of original tract called 16 acres, common with the West line of said Tract A-1 and the West line of the RPH Investments LLC tract called 7.293 acres, as described in Volume 1224, Page 32, in said Official Records of Washington County, Texas, being along West lines of said existing City Limits Annexation (Dated April 1, 1980) to the Southwest corner of said RPH Investments LLC tract, being on the North right-of-way line of Industrial Boulevard and being the Southeast corner of said Wehmeyer residue of original tract called 16 acres;

THENCE continuing in a Southerly direction, crossing said Industrial Boulevard to the Southeast corner hereof, being on the South right-of-way line of said Industrial Boulevard, being a Southwest corner of said existing City Limits Annexation (Dated April 1, 1980), also being on a North line of the existing City Limits (Ordinance No. O-11-016);

THENCE in a Westerly direction, along the South right-of-way line of said Industrial Boulevard, being along a portion of a North line of said existing City Limits (Ordinance No. O-11-016) for the South line hereof to the Southwest corner hereof, being on the South right-of-way line of said Industrial Boulevard;

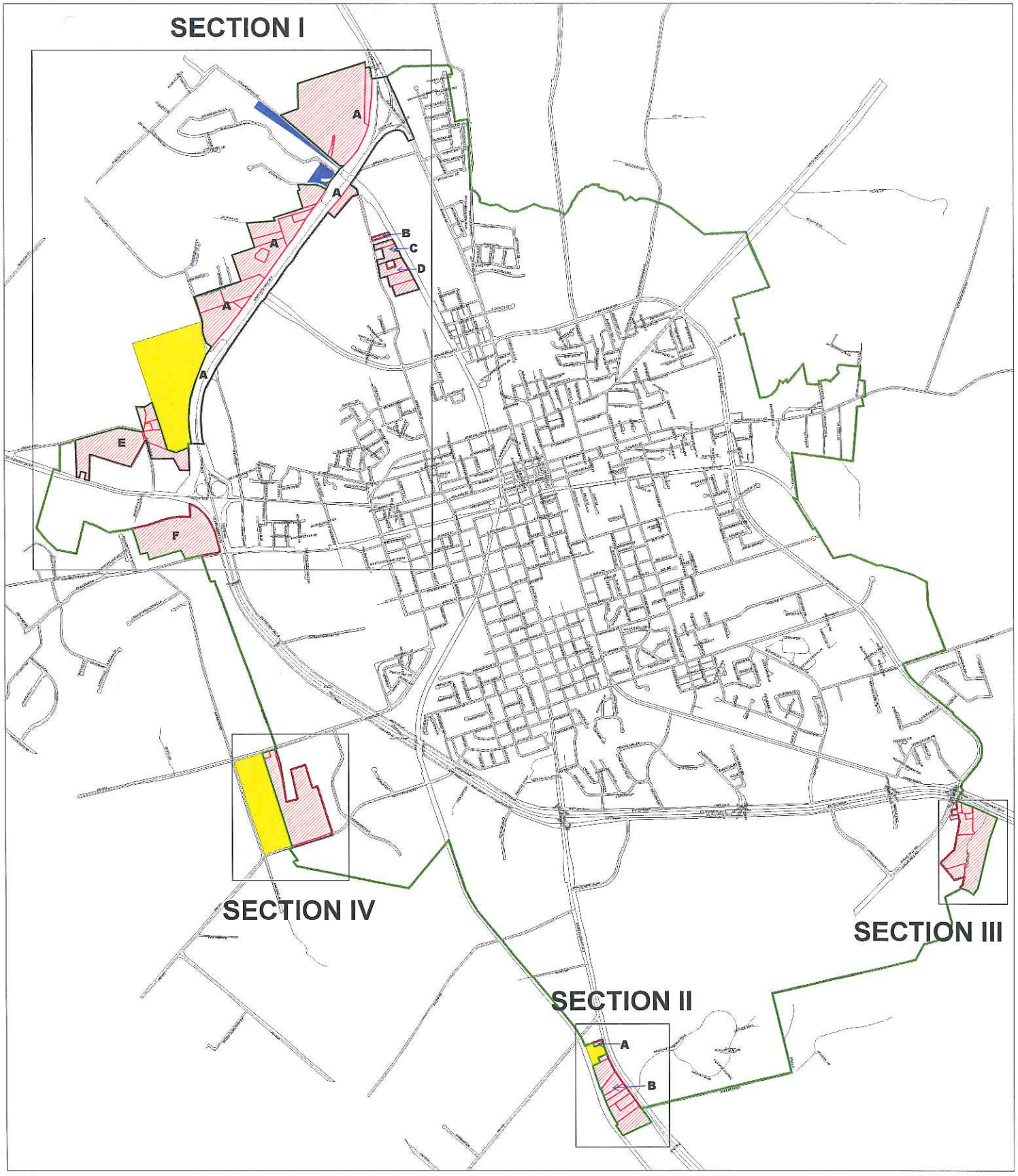
THENCE in a Northerly direction, crossing said Industrial Boulevard to the Southwest corner of said Wehmeyer residue of original tract called 43.3 acres, common with the Southeast corner of the Washington County tract called 0.2951 acre, as described in Volume 1408, Page 356, in said Official Record of Washington County, Texas, being on the North right-of-way line of said Industrial Boulevard;

THENCE in a Northerly direction, along West lines of said Wehmeyer residue of original tract called 43.3 acres, and along the West line of the Adolph C. Wehmeyer tract called 1.000 acre, as described in Volume 303, Page 305, in the Deed Records of Washington County, Texas, common with the East lines of said Washington County tract, the Ethel Witte Gurrech tract called 8.835 acres, as described in Volume 349, Page 183, in said Deed Records of Washington County, Texas, and the Ethel Witte Gurrech residue of original tract called 45.21 acres, as described in Volume 398, Page 560, in said Deed Records of Washington County, Texas to the Northwest corner of said Wehmeyer tract called 1.000 acre, being on the South right-of-way line of said F.M. Highway 389, being the Northeast corner of said Gurrech residue of original tract called 45.21 acres, being a Northwest corner hereof;

THENCE in an Easterly direction, along the South right-of-way line of said F.M. Highway 389, being along the North line of said Wehmeyer tract called 1.000 acre, and along a North line of said Wehmeyer residue of original tract called 43.3 acres to the PLACE OF BEGINNING.

Containing approximately 47 acres of land.

EXHIBIT C – Maps

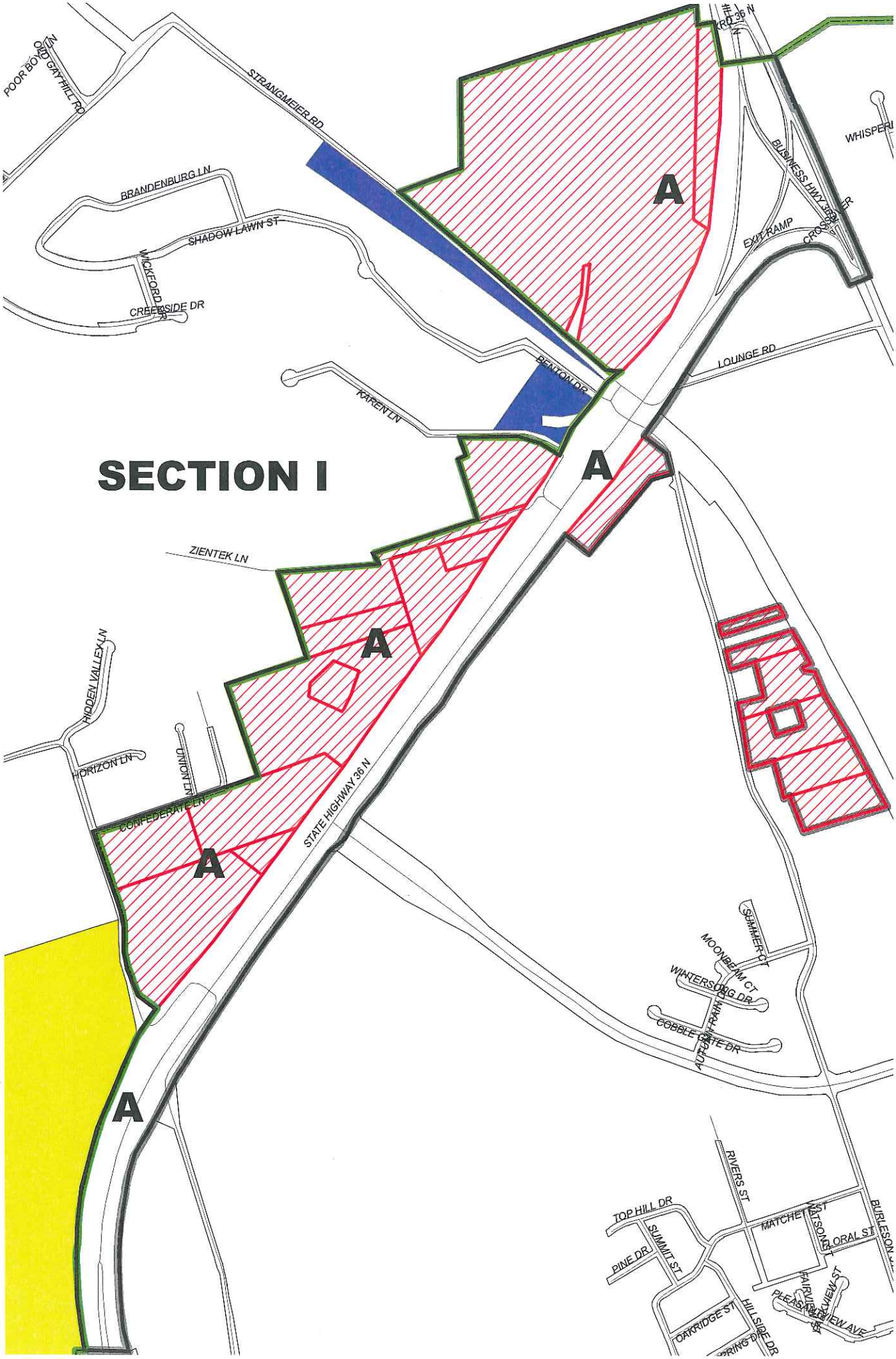


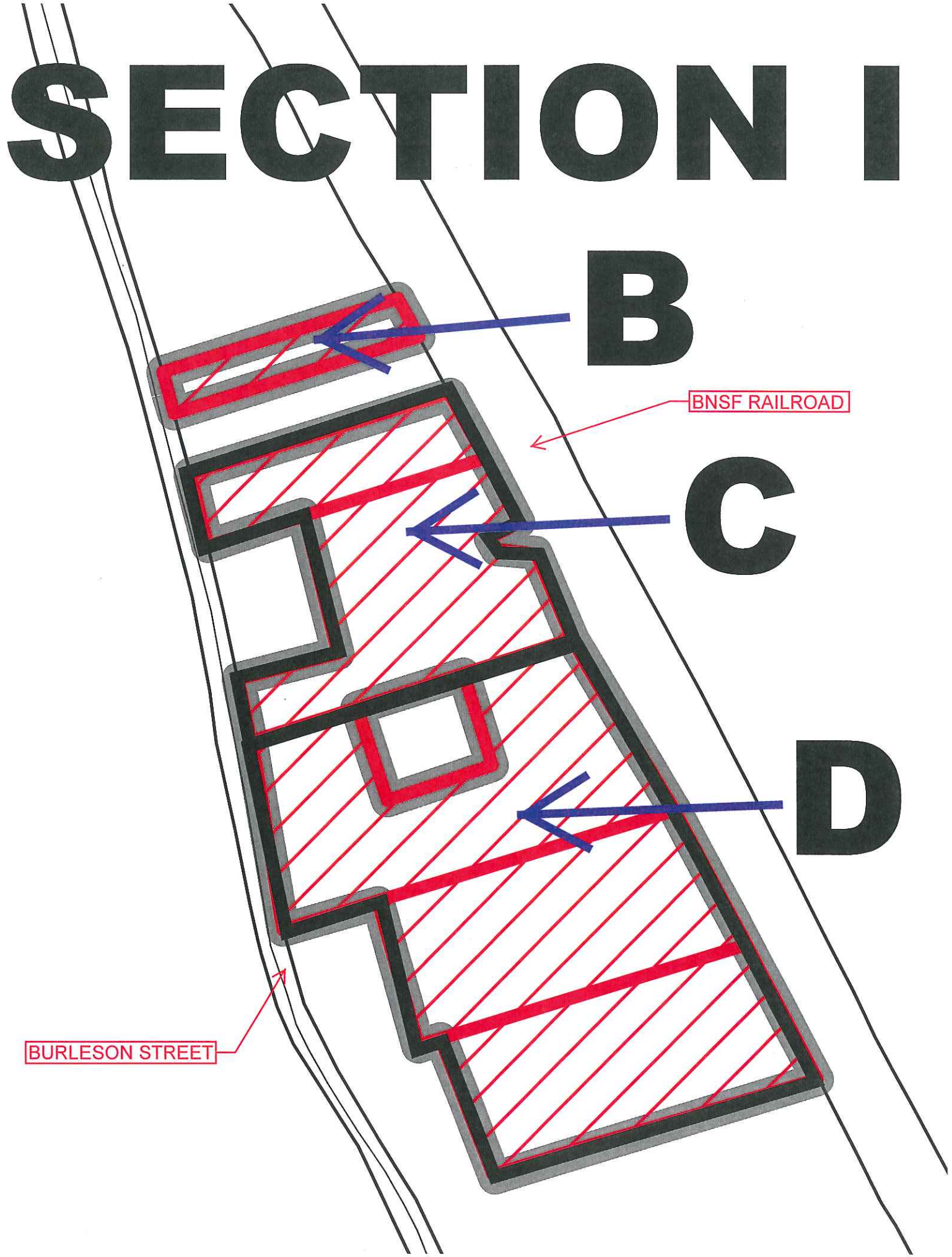
Legend

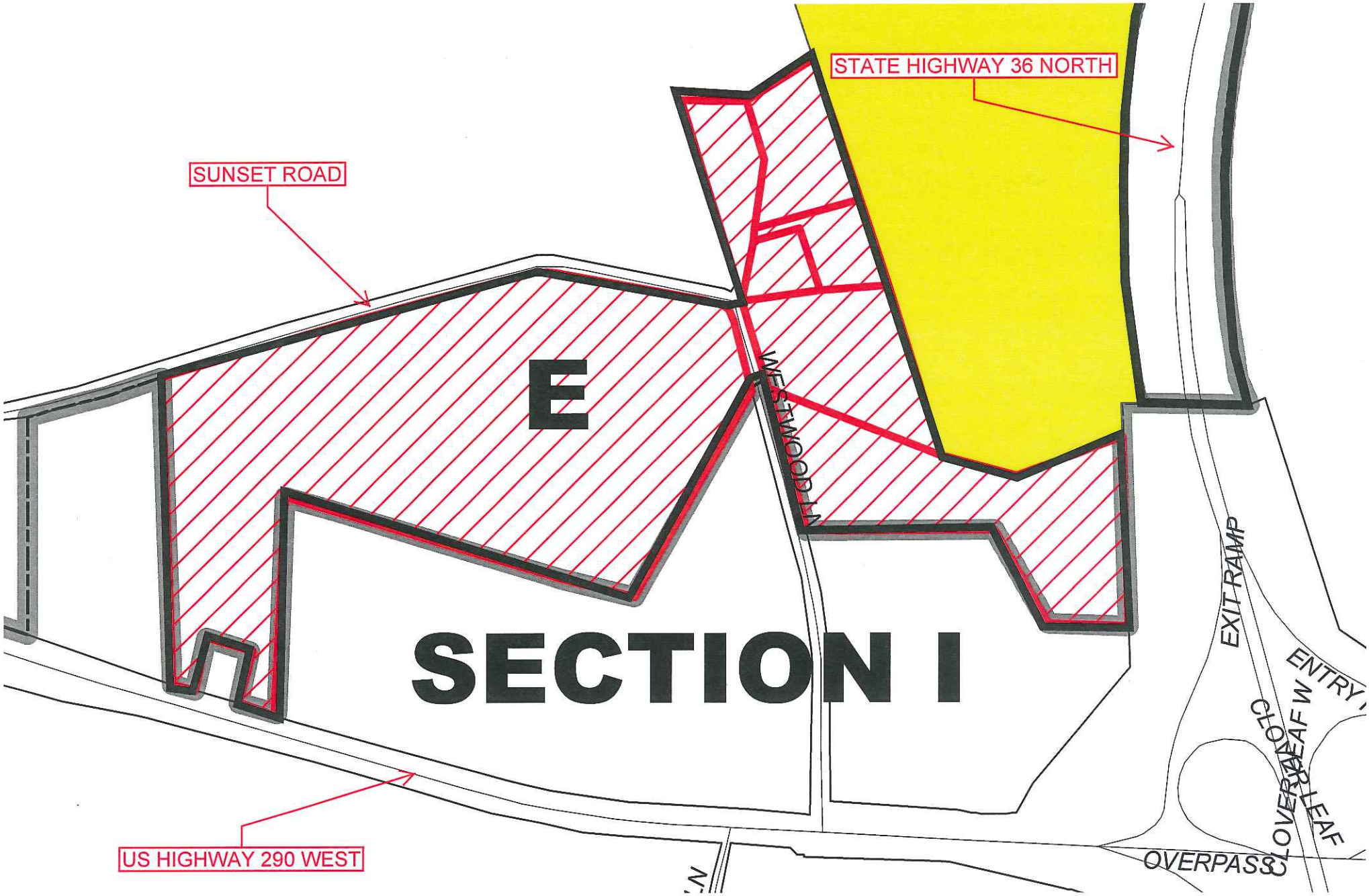
- City Limits
- Proposed City Limits
- Properties Notified & NOT Proposed for Annexation
- Annexation 2014
- 2014 Development Agreements

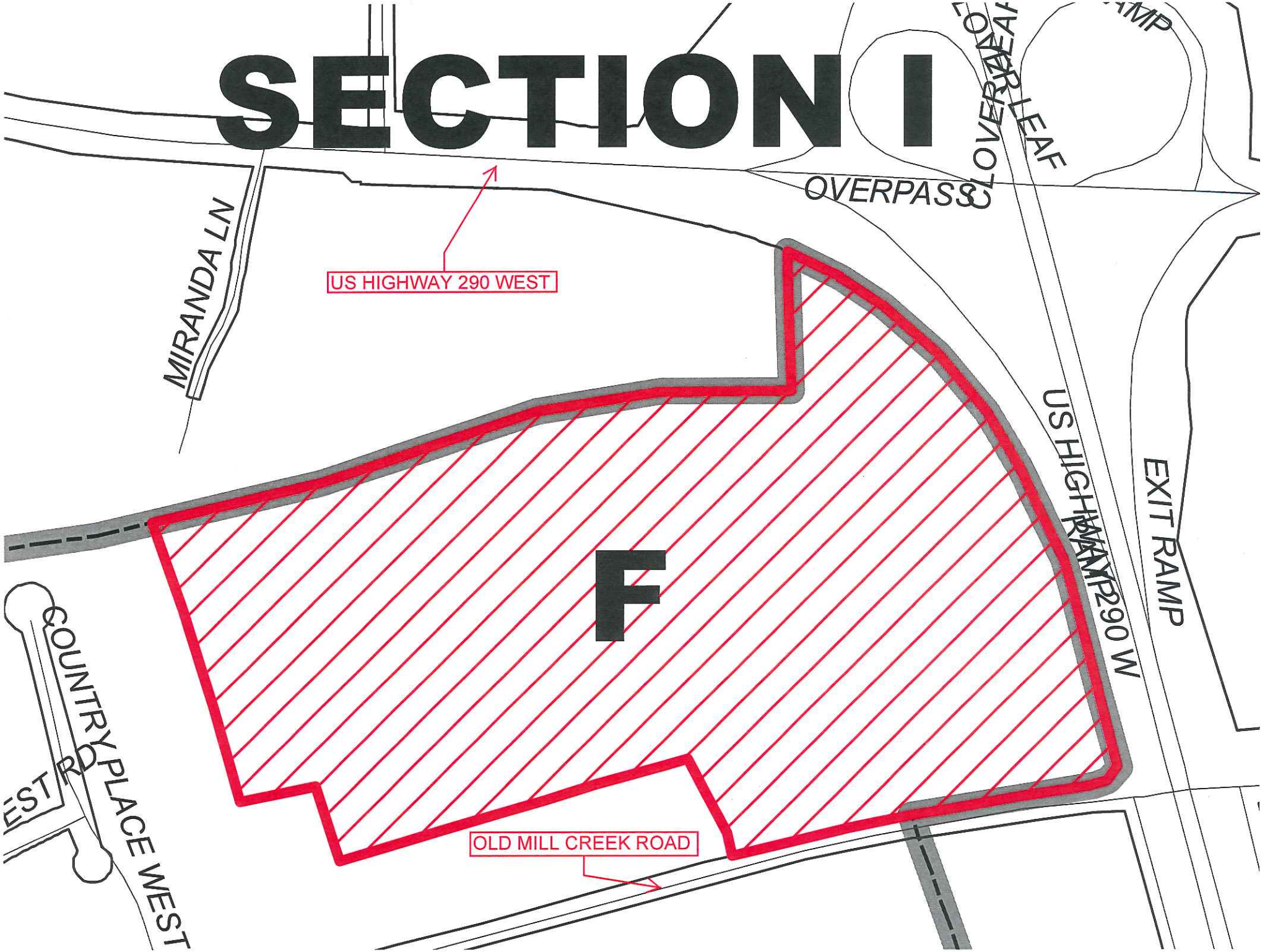
1 inch = 900 feet

City of BRENHAM


SECTION I
A
A
A
A
A
POOR BOY LN
OLD GAY HILL RD
STRANGMEIER RD
BRANDENBURG LN
SHADOW LAWN ST
WICKFORD DR
CREEKSIDE DR
KAREN LN
BENTON DR
LOUNGE RD
BUSINESS HWY 36 N
EXIT RAMP
CROSS
ZIENTEK LN
HIDDEN VALLEY LN
HORIZON LN
UNION LN
CONFEDERATE LN
STATE HIGHWAY 36 N
SUMMER CT
MOONBEAM CT
WINTERSONG DR
GOBBLE GATE DR
AUTUMN RAIN
RIVERS ST
TOP HILL DR
PINE DR
SUMMIT ST
MATCHETTS
FLORAL ST
FAIRVIEW ST
PLEASANT VIEW AVE
OAKRIDGE ST
HILLSIDE DR


SECTION I
B
BNSF RAILROAD
C
D
BURLESON STREET


STATE HIGHWAY 36 NORTH
SUNSET ROAD
E
WESTWOOD LN
SECTION I
EXIT RAMP
ENTRY
CLOVERLEAF W
CLOVERLEAF
OVERPASS
US HIGHWAY 290 WEST


SECTION I
MIRANDA LN
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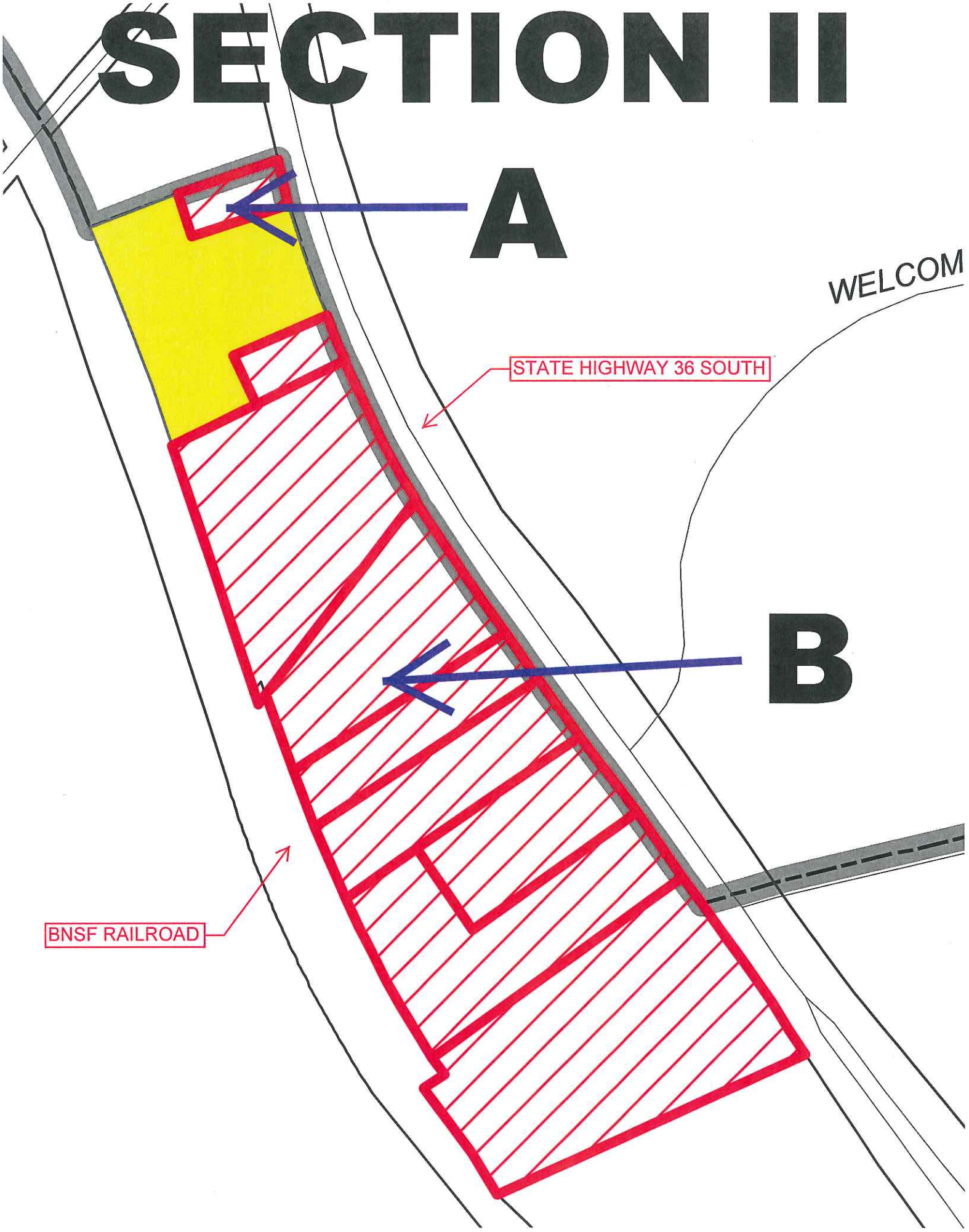
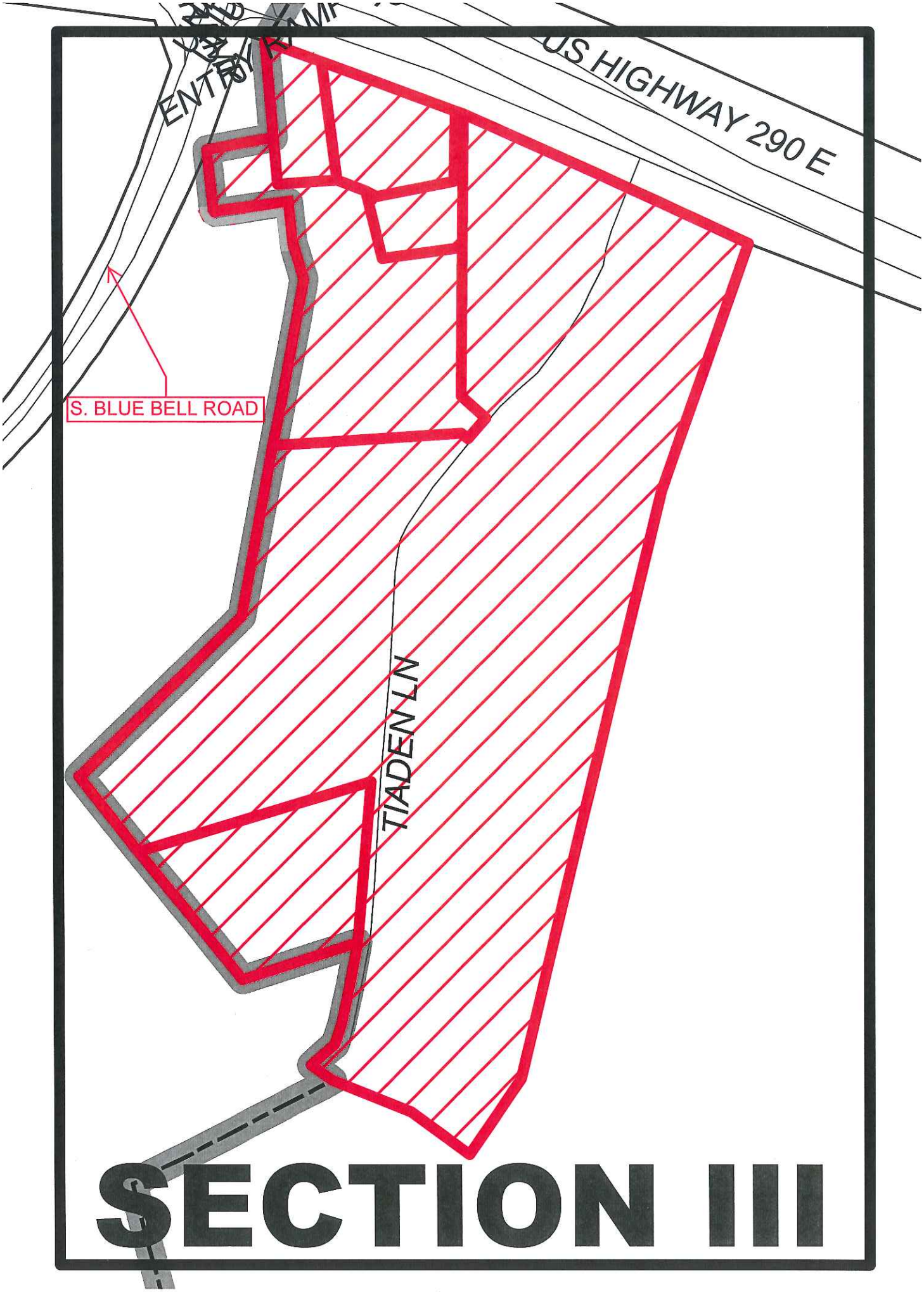
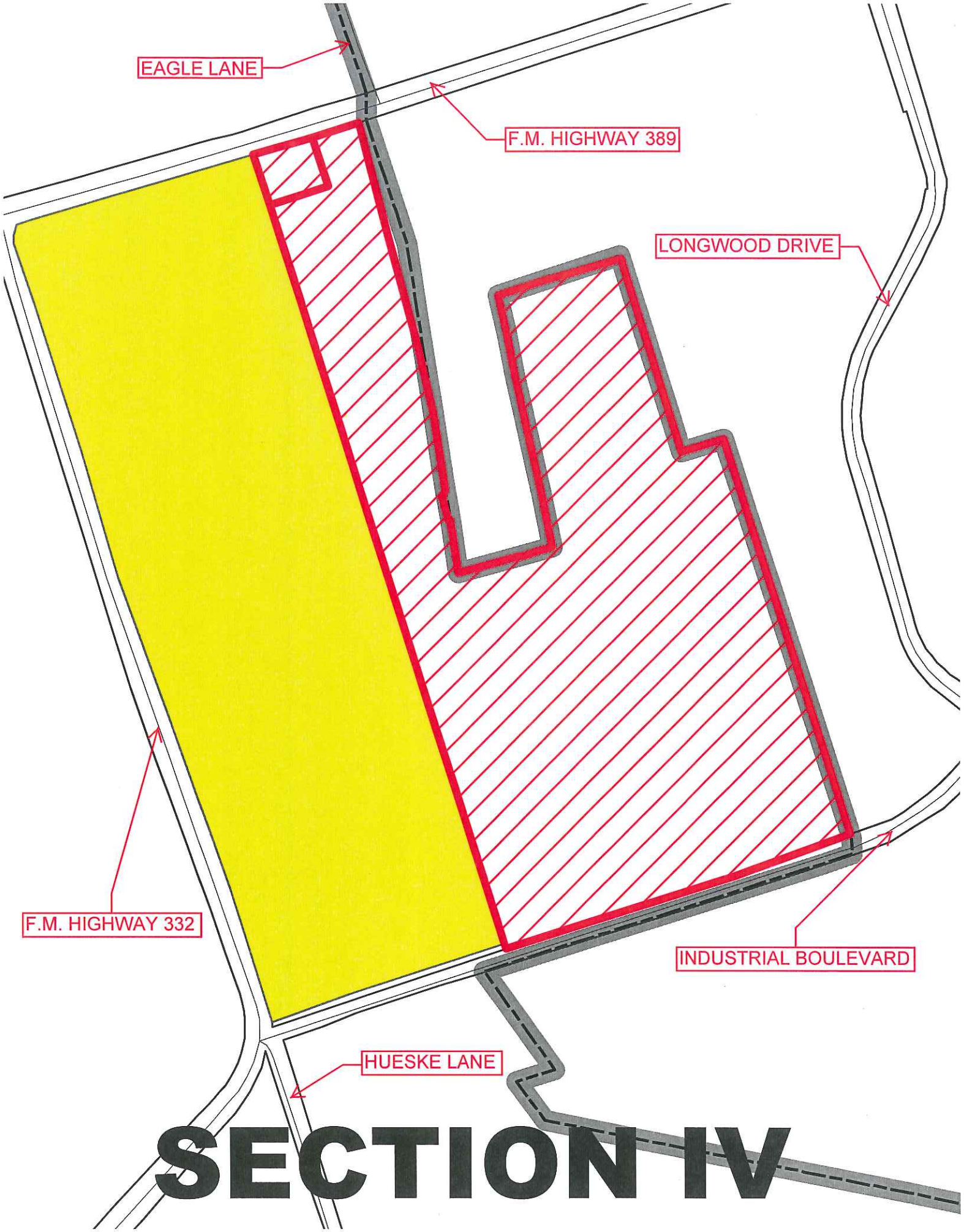
OVERPASS
CLOVERLEAF
EXIT RAMP
US HIGHWAY 290 W
F
COUNTRY PLACE WEST
OLD MILL CREEK ROAD

SECTION II




US HIGHWAY 290 E
S. BLUE BELL ROAD
TIADEN LN
SECTION III


EAGLE LANE
F.M. HIGHWAY 389
LONGWOOD DRIVE
F.M. HIGHWAY 332
INDUSTRIAL BOULEVARD
HUESKE LANE

SECTION IV

ORDINANCE NO. O-14-020

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO ASSIGN PERMNANT ZONING CLASSIFICATIONS FOR APPROXIMATELY 491.06 ACRES OF LAND TO BE ANNEXED INTO THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS.

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

WHEREAS, Appendix A – "Zoning" of the City of Brenham Code of Ordinance authorizes the City Council to assign a permanent zoning classification to tracts of land within the various zoning districts; and

WHEREAS, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during a joint public hearing and meeting with the Brenham City Council on June 5, 2014;

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended by assigning the following zoning districts to the following tracts of land, and being more accurately depicted on Exhibit "A":

Legal Description:	Zoning Classification:
1.78 acres being Tract 308 of the Arrabella Harrington Survey	B-1 Local Business/Residential Mixed Use District
6.393 acres being Tract 193 of the Arrabella Harrington Survey	B-1 Local Business/Residential Mixed Use District
6.899 acres being Tract 51 of the Phillip Coe Survey	B-1 Local Business/Residential Mixed Use District
45.73 acres being Tract 211 of the Phillip Coe Survey	B-1 Local Business/Residential Mixed Use District
15.37 acres being Tract 200 of the Phillip Coe Survey	B-1 Local Business/Residential Mixed Use District
1.372 acres being Tract 162 of the Isaac Lee Survey	B-1 Local Business/Residential Mixed Use District

0.709 (0.246 + 0.463) acres being Tract 162.1 of the Isaac Lee Survey	B-1 Local Business/Residential Mixed Use District
5.2 acres being Tract 177 of the Isaac Lee Survey	B-1 Local Business/Residential Mixed Use District
Approximately 21.66 acres being a portion of Tract 2 of the Isaac Lee Survey being the portion that abuts US Highway 290 East right-of-way and extending for a depth along Tiaden Lane for approximately 900-950 feet and more particularly shown on Exhibit A	B-1 Local Business/Residential Mixed Use District
4.70 acres being Tract 164 of the Arrabella Harrington Survey	B-1 Local Business/Residential Mixed Use District
4.837 acres being Tract 175 of the Arrabella Harrington Survey	B-2 Commercial, Research, and Technology District
8.691 acres being Tract 17 of the Phillip Coe Survey	B-2 Commercial, Research, and Technology District
4.00 acres being Tract 145 of the John Carrington Survey	B-2 Commercial, Research, and Technology District
2.125 acres being Tract 64 (Kobs Tract 1) of the John Carrington Survey	B-2 Commercial, Research, and Technology District
4.486 acres being Tract 2C of the Kobs Subdivision	B-2 Commercial, Research, and Technology District
2.663 acres being Tract 2B of the Kobs Subdivision	B-2 Commercial, Research, and Technology District
0.58 acres being Tract 77 of the John Carrington Survey	B-2 Commercial, Research, and Technology District
0.5 acres being Tract 51 of the John Carrington Survey	B-2 Commercial, Research, and Technology District
6.00 acres being Tract 24 of the John Carrington Survey	B-2 Commercial, Research, and Technology District
7.24 acres being Tract 147 of the John Carrington Survey	B-2 Commercial, Research, and Technology District
2.918 acres (Kobs Division, Tract 2A-Plat 583A) being Tract 161 of the John Carrington Survey	B-2 Commercial, Research, and Technology District
4.93 acres being a portion of Tract 8 of the Phillip Coe Survey and continuing the zoning district as it runs parallel to US Highway 290 West for a depth of 680 feet	B-2 Commercial, Research, and Technology District

29.90 acres being the remainder of Tract 196 of the Phillip Coe Survey that is not within the Country Side Manufactured Home Community master plan	I Industrial District
18.038 acres being Tract 287 of the Phillip Coe Survey	I Industrial District
1.964 acres being Tract 394 of the Phillip Coe Survey	I Industrial District
10.00 acres being Tract 401 of the Phillip Coe Survey	I Industrial District
1.5 acres being Tract 201 of the Phillip Coe Survey	I Industrial District
Approximately 12.5 acres being a portion of Tract 2 of the Isaac Lee Survey and starting approximately 900-950 from the US Highway 290 right-of-way and more particularly shown on Exhibit A	R-1 Residential District
28.34 acres being the portion of Tract 8 of the Phillip Coe Survey that abuts Sunset Road	R-1 Residential District
7.07 acres includes Mobile Home Park being Tract 209 of the Arrabella Harrington Survey	R-1 Residential District
1 acres (Part of 5.27 ac) being of Tract 228 of the Arrabella Harrington Survey	R-1 Residential District
4.09 acres being Tract 116 of the Phillip Coe Survey	R-1 Residential District
88.06 acres being Tract 138 of the Arrabella Harrington Survey	R-1 Residential District
9.61 acres being Tract 300 of the Phillip Coe Survey	R-1 Residential District
3.625 acres being Tract 382 of the Phillip Coe Survey	R-1 Residential District
.878 acres being Tract 94 of the Arrabella Harrington Survey	R-1 Residential District
1.682 acres being Tract 168 of the Arrabella Harrington	R-1 Residential District
0.878 acres (Part of 5.878 ac) being Tract 231 of the Arrabella Harrington Survey	R-1 Residential District
0.25 acres (Part of 5 ac) being Tract 234 of the Arrabella Harrington Survey	R-1 Residential District
1 acre (Portion of 5 ac) being Tract 233 of the Arrabella Harrington Survey	R-1 Residential District

1.718 acres being Tract 289 of the Phillip Coe Survey	R-1 Residential District
1.22 acres being Tract 241 of the Phillip Coe Survey	R-1 Residential District
0.89 acres being Tract 314 of the Phillip Coe Survey	R-1 Residential District
0.524 acres being Tract 71 of the Phillip Coe Survey	R-1 Residential District
3 acres being Tract 46 of the Isaac Lee Survey	R-1 Residential District
15.55 acres being a portion of Tract 196 of the Phillip Coe Survey and as filed on the master plan of the Country Side Manufactured Home Community	R-3 Manufactured Home Residential
1.00 acres being Tract 27 of the Phillip Coe Survey	R-3 Manufactured Home Residential

SECTION 2. That the Official Zoning Map of the City of Brenham is hereby amended with the above described assignments of permanent zoning classifications and all rights-of-ways shall be including within the zoning district that abuts it. When two zoning districts abut a right-of-way, the centerline of said right-of-way shall serve as the boundary line for the zoning districts.

SECTION 3. 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 5th day of June, 2014.

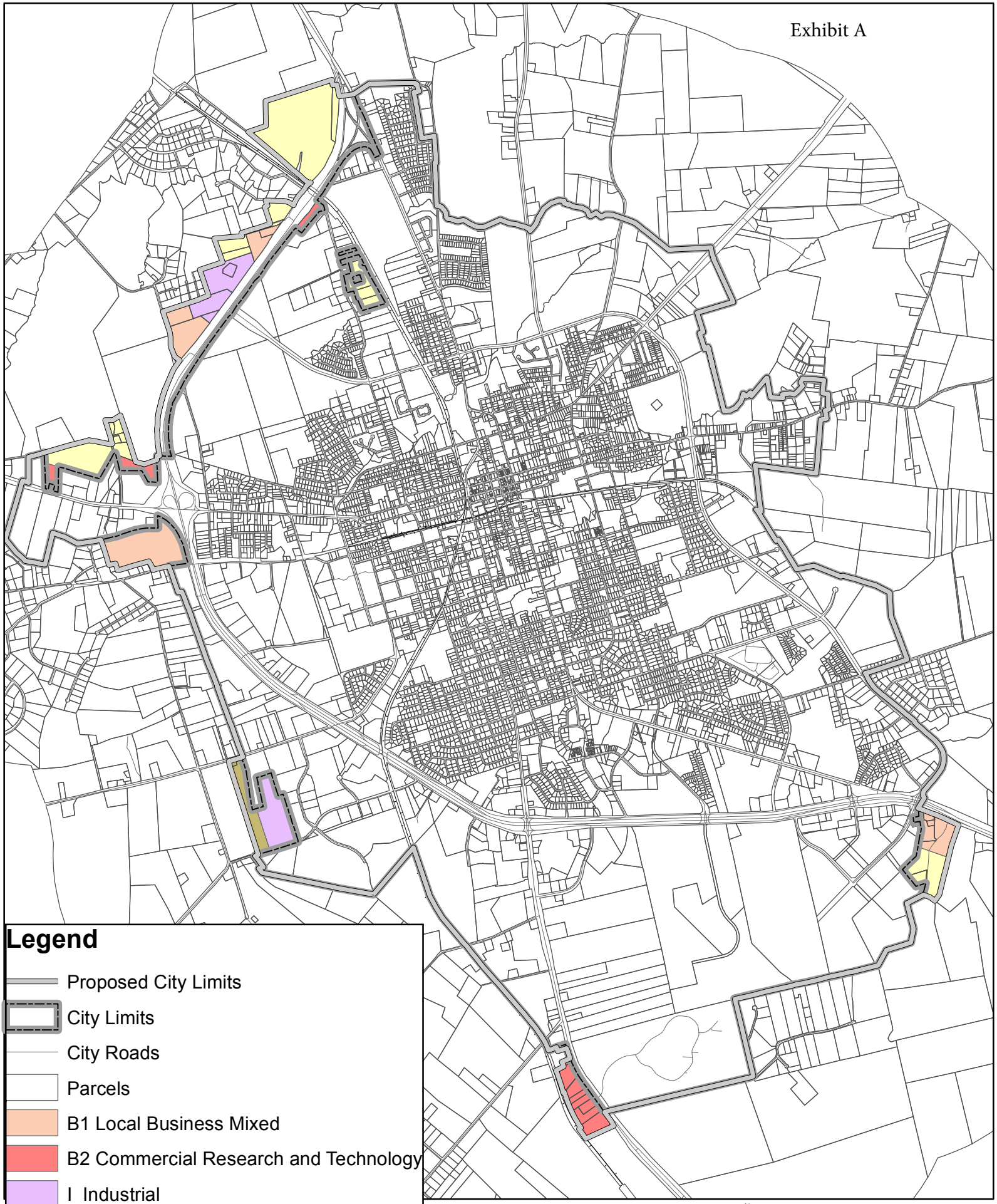
PASSED and APPROVED on its second reading this the 19th day of June, 2014.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC
City Secretary

Exhibit A

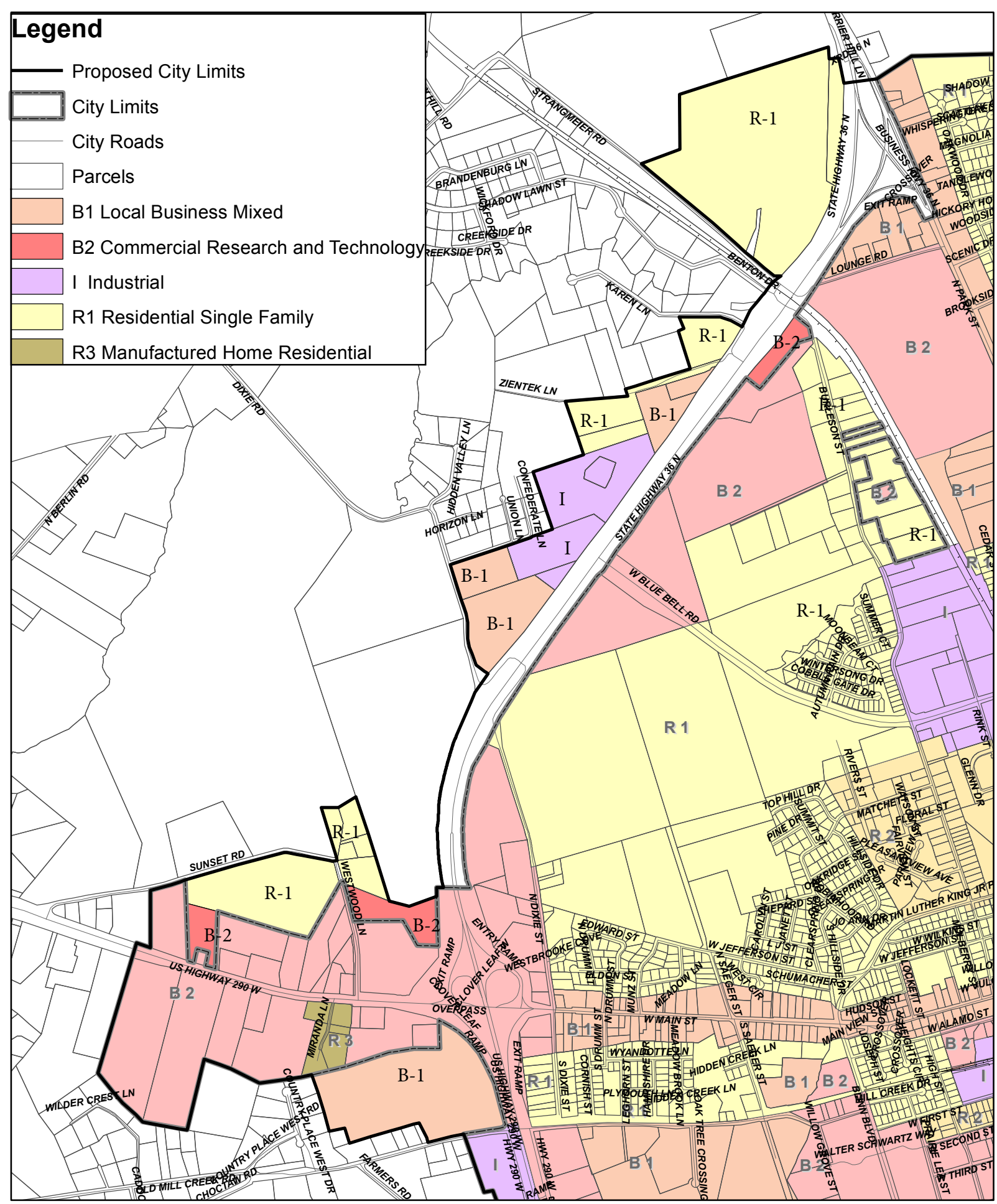


Legend

- Proposed City Limits
- City Limits
- City Roads
- Parcels
- B1 Local Business Mixed
- B2 Commercial Research and Technology
- I Industrial
- R1 Residential Single Family
- R3 Manufactured Home Residential

1 inch = 3,150 feet

City of BRENHAM



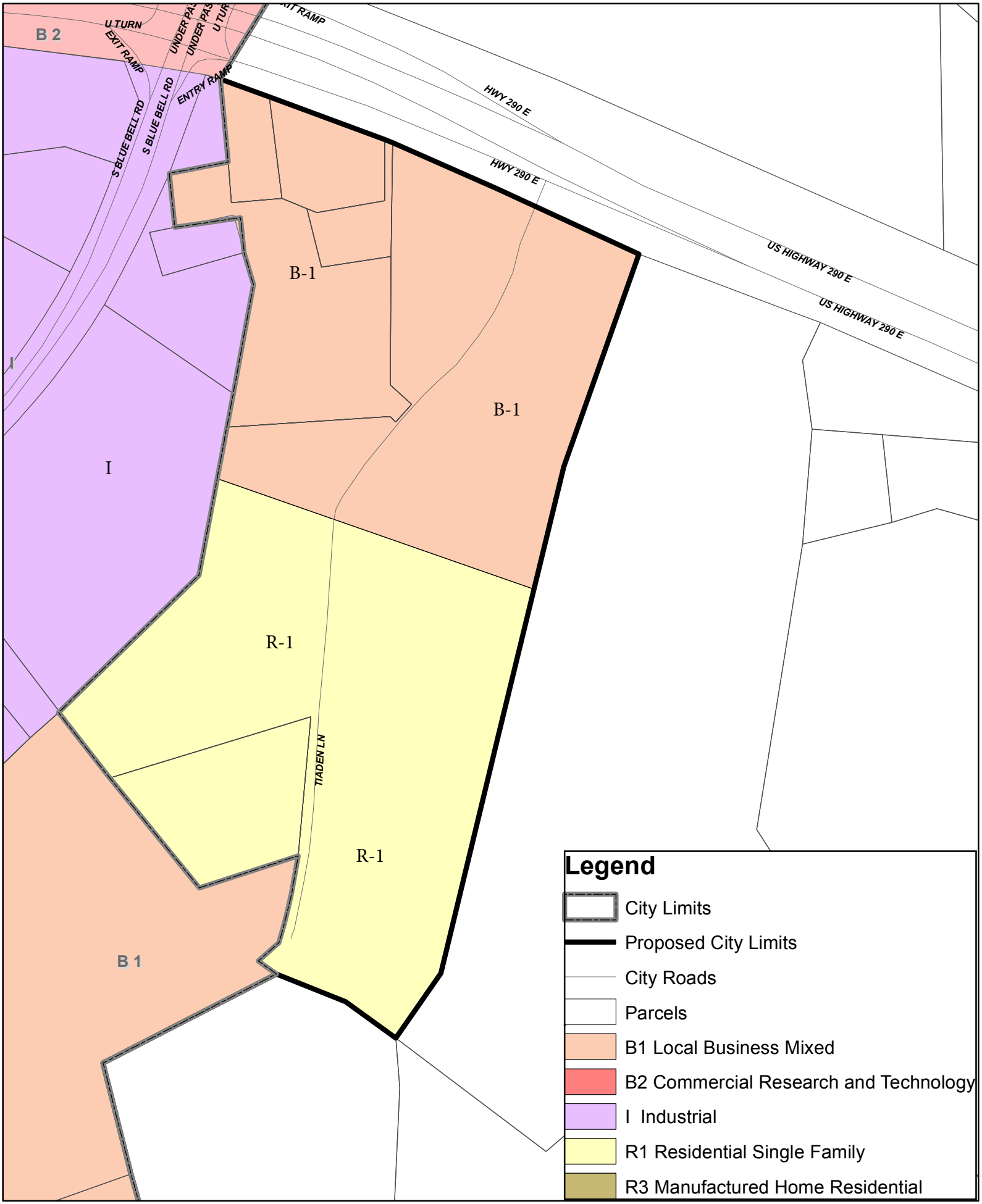
Section I

City of BRENHAM

1 inch = 250 feet

Section II

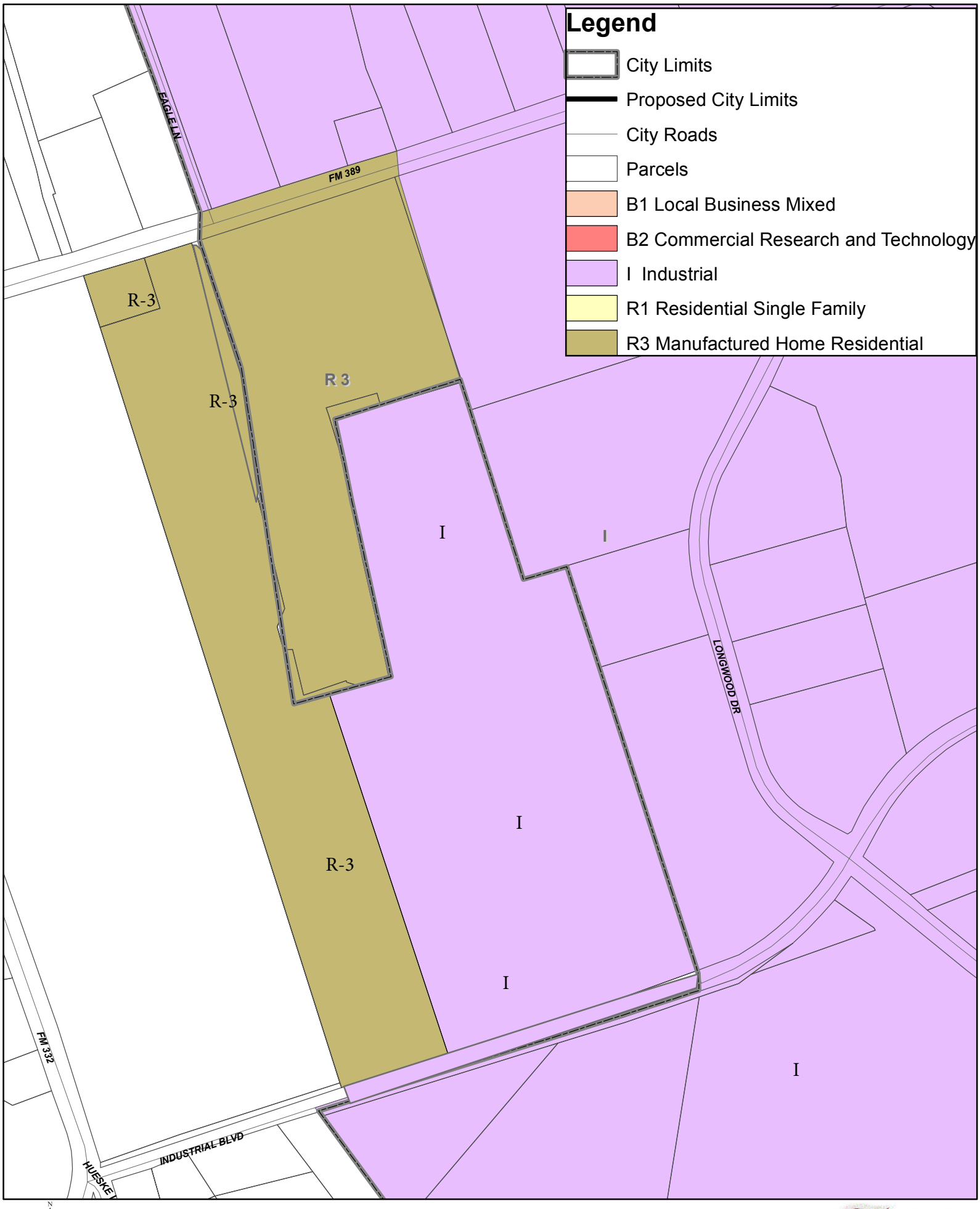
City of BRENHAM



1 inch = 300 feet

Section III

City of BRENHAM



1 inch = 350 feet

Section IV

City of BRENHAM

ORDINANCE NO. O-14-021

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO GRANT A SPECIFIC USE PERMIT FOR A BED & BREAKFAST (SHORT TERM RENTAL) IN AN R-2 (MIXED RESIDENTIAL) ZONING DISTRICT AND BEING LOCATED ON THE SOUTH ½ OF LOT 2 IN BLOCK 3 OF THE W.G. WILKINS ADDITION TO THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS.

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

WHEREAS, Appendix A – "Zoning" of the City of Brenham Code of Ordinance authorizes the City Council to grant specific use permits for specific uses within the various zoning districts; and

WHEREAS, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on May 5, 2014;

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended to grant a specific use permit for a bed & breakfast (short term rental) in an R-2 (Mixed Residential) zoning district and being located on the south ½ of Lot 2 in Block 3 of the W.G. Wilkins Addition to the City of Brenham, Washington County, Texas. Furthermore, the specific use permit approval is for bed & breakfast (short term rental) uses only and ancillary uses shall not include special events (such as showers, teas, or similar events).

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 5th day of June, 2014.

PASSED and APPROVED on its second reading this the 19th day of June, 2014.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC
City Secretary

ORDINANCE NO. O-14-022

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP FROM AN INDUSTRIAL DISTRICT (I) TO A RESIDENTIAL DISTRICT (R-1) ON TRACTS 142, 232, 235, 230 AND 369 OF THE ARRABELLA HARRINGTON SURVEY LOCATED ON BURLESON STREET AND BEING LOCATED IN BRENHAM, WASHINGTON COUNTY, TEXAS.

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

WHEREAS, Appendix A – "Zoning" of the City of Brenham Code of Ordinance authorizes the City Council to grant specific use permits for specific uses within the various zoning districts; and

WHEREAS, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on May 5, 2014;

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended by changing an Industrial (I) District to a Residential (R-1) District on the following tracts:

1. Tract 142, Arrabella Harrington Survey at 1320 Burleson Street;
2. Tract 232, Arrabella Harrington Survey being 5 acres on Burleson Street;
3. Tract 235, Arrabella Harrington Survey at 1406 Burleson Street;
4. Tract 230, Arrabella Harrington Survey at 1408 Burleson Street; and
5. Tract 369, Arrabella Harrington Survey at 1414 Burleson Street

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 5th day of June, 2014.

PASSED and APPROVED on its second reading this the 19th day of June, 2014.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC
City Secretary

AGENDA ITEM 6

DATE OF MEETING: June 19, 2014	**DATE SUBMITTED:** June 16, 2014
DEPT. OF ORIGIN: Convention and Visitors Bureau	**SUBMITTED BY:** Lu Hollander

MEETING TYPE: CLASSIFICATION: ORDINANCE:

☒ **REGULAR**	☐ **PUBLIC HEARING**	☐ **1ST READING**
☐ **SPECIAL**	☐ **CONSENT**	☐ **2ND READING**
☐ **EXECUTIVE SESSION**	☐ **REGULAR**	☐ **RESOLUTION**
	☒ **WORK SESSION**	

AGENDA ITEM DESCRIPTION: Presentation of the Second Quarter Report by the Washington County Convention and Visitors Bureau

SUMMARY STATEMENT: In an effort to be more cost efficient, a copy of the Washington County Convention and Visitors Bureau Second Quarter Report is not included in the agenda packet. However, a compact disc of this report will be distributed to Mayor and City Council Members.

A complete copy of the Washington County Convention and Visitors Bureau Second Quarter Report is on file for review in the City Secretary's Office. A copy can also be downloaded from the Washington County Chamber of Commerce website at www.brenhamtexas.com.

If you are interested in obtaining a hard copy, please call the City Secretary at 979-337-7567

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. **PROS:**

B. **CONS:**

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

ATTACHMENTS: (1) 2nd Quarter Report – Convention and Visitors Bureau

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Discussion only.

APPROVALS: Terry K. Roberts

WCCC Convention & Visitors Bureau

Second Quarter Report: Jan-March 2014

JANUARY

MAJOR TOURISM EVENTS:

- Uptown Swirl wine walk
- Brenham Children's Chorus Gala

ADVERTISING PLACEMENTS:

- *Texas Sports Facility Guide* – ¼ page color co-op/Parks
- *Houston House & Home* magazine - full page co-op/partners
- *TourTexas.com* – annual listing on state tourism site

EDITORIAL COVERAGE:

- *San Antonio* magazine –Feature about Brenham/Wash. Co.
- *Pennsylvania Fireman* publication – feature about the Brenham Fire Department truck restorations

FEBRUARY

MAJOR TOURISM EVENTS:

- Stars over Brenham Quilt Show
- Unity Theatre presents "Almost, Maine"
- James Dick concert, Festival Hill

ADVERTISING PLACEMENTS:

- *Houston Rodeo Program* – 1.5 pages co-op with partners
- *Group Travel Leader* – 1/6 page color
- *Texas Monthly Trip Planner* – Texas Independence Day

EDITORIAL COVERAGE:

- *Gates Ranch* e-newsletter – feature includes great places to eat in Washington County
- *Yourhoustonnews.com* - feature about Tx Independence Day

MARCH

MAJOR TOURISM EVENTS:

- La Bahia Antiques Show
- Early Texas Homes Tours, Independence
- Herbal Forum, Festival Hill

ADVERTISING PLACEMENTS:

- *AAA Texas Journey* magazine – 3" travel ad
- *Southern Living* magazine– 1/6 page travel ad
- *AAA Home & Away* (Oklahoma) – 1/3 page

EDITORIAL COVERAGE:

- *Houston Chronicle* –feature about wildflowers includes Brenham/Washington County
- *Austin American-Statesman* – feature about wildflowers includes Brenham/Washington County
- *Houston Channel 13* – feature about Washington on the Brazos

AGENDA ITEM 7

DATE OF MEETING: June 19, 2014	**DATE SUBMITTED:** June 13, 2014
DEPT. OF ORIGIN: Administration	**SUBMITTED BY:** Jeana Bellinger

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

AGENDA ITEM DESCRIPTION: Presentation and Update Regarding the Charter Review

SUMMARY STATEMENT: As I explained back in March, the City Attorney and I are in the process of going through each section of the Charter and will be bringing regular updates to you as we progress through the document. At the council meeting, we will be presenting recommended changes to the remaining sections (7-11C) of Article II.

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: Discussion only.

APPROVALS: Terry K. Roberts

AGENDA ITEM 8

DATE OF MEETING: June 19, 2014	**DATE SUBMITTED:** June 16, 2014
DEPT. OF ORIGIN: Public Works	**SUBMITTED BY:** Dane Rau

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

AGENDA ITEM DESCRIPTION: Discussion and Presentation Regarding Future Transportation Mobility Projects

SUMMARY STATEMENT: In the Pre-Budget meeting staff discussed with Council additional transportation projects that could enhance travel in the Brenham area. Currently we have around $900,000 left for new transportation and mobility projects out of the 1.85 million bond proceeds from 2012. Staff would like to get your authorization to conduct several of these projects in-house. The projects that we would like to get started on would be:

1. Cantey St. Extension (Cul-D-Sac to 290 Feeder)
2. Mobility Projects
   a. Day/Stone St.
   b. Market/Stone/St.
   c. Park/MLK/Academy St.
3. Chappell Hill St. Widening (Ralston Creek –Stone St.)

Cantey St. Extension is ready for construction to begin. The mobility projects will need coordination with TxDOT and still require some planning. The Chappell Hill Street widening is currently in the planning stages. Total project costs are broken down on the attachments. We are anxious to get these projects rolling and would be glad to answer any questions that you may have. These projects will be funded with the 2012 bond proceeds.

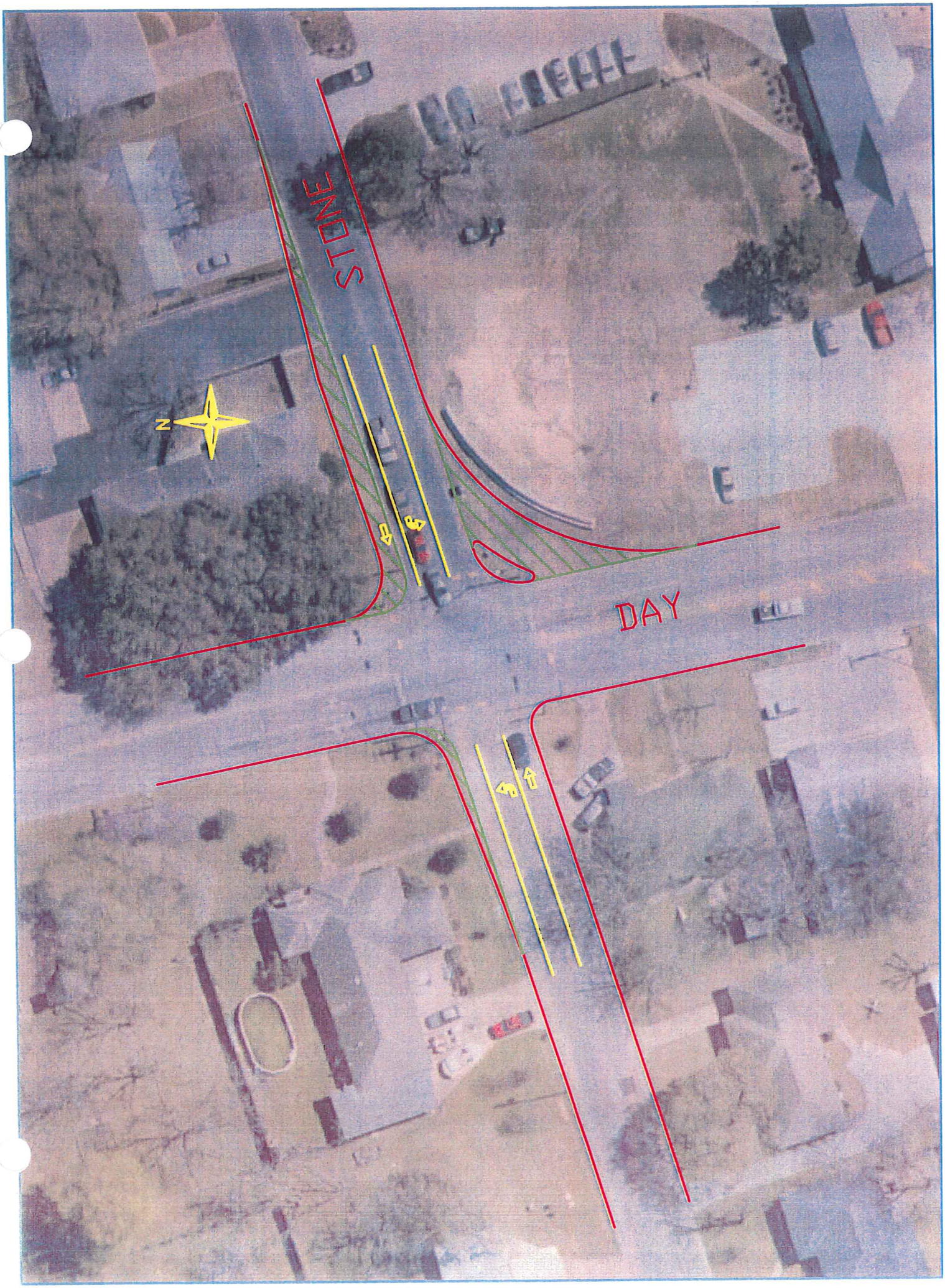
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Conducted in-house using city staff at a cost savings versus using contractors. Will allow for better mobility around the Brenham area.

B. CONS: None

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Maps; and (2) Bond Proceed Spreadsheet
FUNDING SOURCE (Where Applicable): Bond Proceeds
RECOMMENDED ACTION: Discussion only.
APPROVALS: Terry K. Roberts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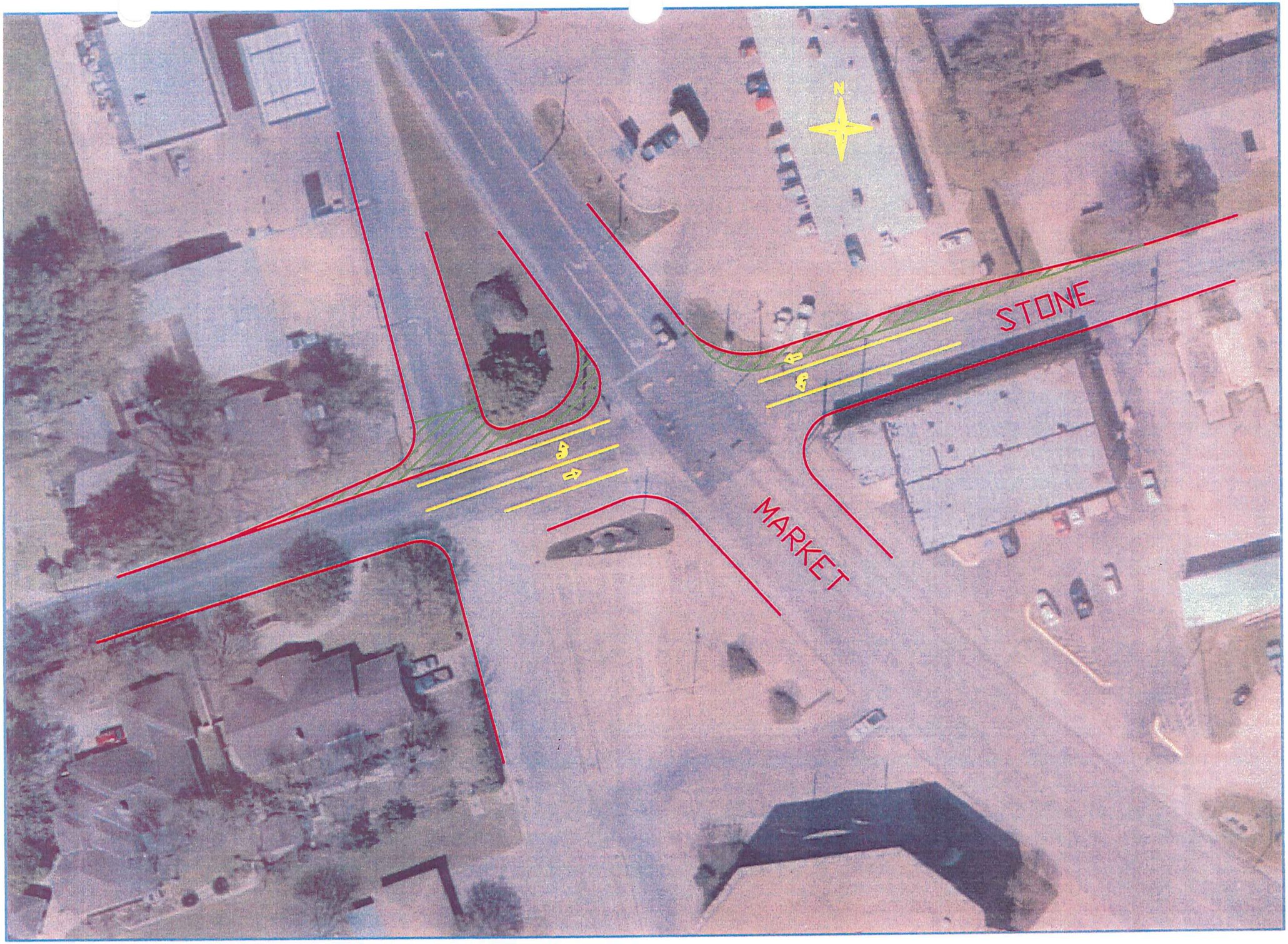
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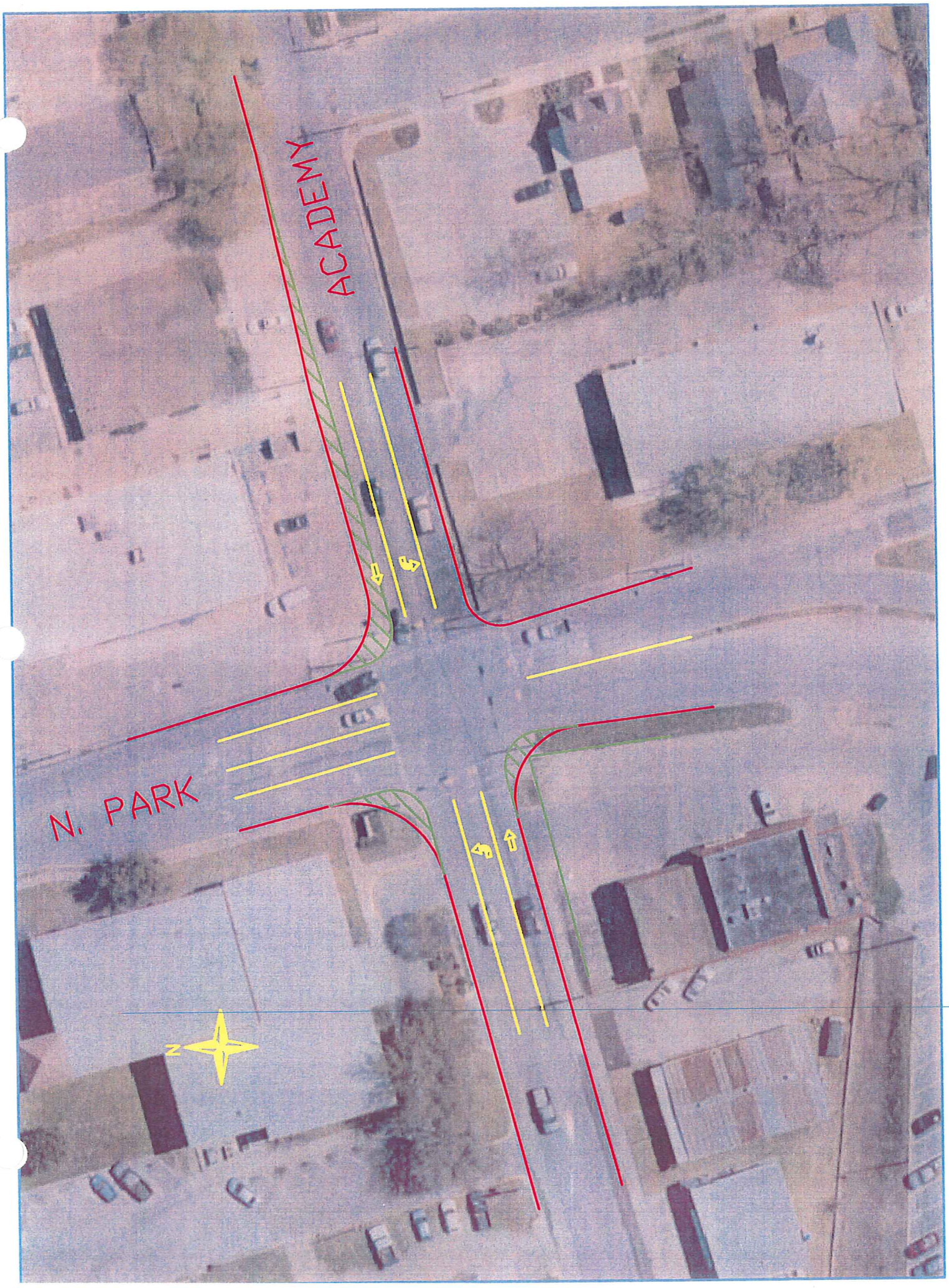
ACADEMY
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CHAPPELL HILL STREET
RALSTON CREEK TO STONE STREET

CANTEY STREET
CUL-DE-SAC TO 290 FRONTAGE

$1.85M 2012 COs Project List

BOND PROCEEDS	$1,850,000
LESS: ISSUANCE COSTS/PREMIUM	(15,066)
INTEREST INCOME	1,528
TOTAL PROCEEDS	**$1,836,462**
USE OF PROCEEDS:	
STREET PROJECTS:	
CHAPPELL HILL EXTENSION	$ 936,462
PROCEEDS AVAILABLE FOR ADDITIONAL PROJECTS	**$ 900,000**
POTENTIAL USES OF AVAILABLE PROCEEDS:	
CANTEY ST. - CUL DE SAC TO HWY 290	$ 130,000
CHAPPELL HILL ST. - RALSTON CREEK TO STONE	225,000
MOBILITY PROJECTS:	
DAY/STONE STREET	160,000
MARKET/STONE STREET	155,000
PARK/MLK/ACADEMY STREET	145,000
CONTINGENCY FOR ABOVE LISTED PROJECTS	85,000
	$ 900,000
OTHER STREET PROJECTS:	
SALEM ROAD EXTENSION	$ 472,500
OR $735,000 WITH CONTRACTOR	
SCHULTE STREET EXTENSION	450,000
OR $700,000 WITH CONTRACTOR	

AGENDA ITEM 9

DATE OF MEETING: June 19, 2014	**DATE SUBMITTED:** June 16, 2014
DEPT. OF ORIGIN: Administration	**SUBMITTED BY:** Terry Roberts

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Brenham National Bank for the Use of Certain Property in the Event of a Natural Disaster and Authorize the Mayor to Execute Any Necessary Documentation.

SUMMARY STATEMENT: The City of Brenham acquired property from Brenham National Bank 10 years ago for additional parking for it new City Hall building. The Bank retained the area where its ATM machine is located on Main Street. In a related action to the real estate transaction, the City of Brenham and Brenham National Bank entered into a 10 year lease agreement for use of the parking lot area for a temporary bank location in the event of major disaster that rendered their bank building inoperable for a period of time. The Bank sought this location as their alternative disaster recovery site since already served that purpose before the sale of the site to the City.

Brenham National has asked to renew the parking lot lease for an additional 10 years. While the original lease may have been tied to the purchase of the parking lot by the City, the City Attorney recommends that the renewal have a more traditional section dealing with the "consideration" section of the lease. I've worked with Mr. Bovey on language that would trigger an actual lease payment if the need to utilize the lease arose.

The lease document provides for a $1,000 per month lease if the need ever arose to deal with a disaster event at their location on S. Day. That was a number agreeable to Brenham National and the City Administration.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Proposed Lease Renewal

FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve an agreement between the City of Brenham and Brenham National Bank for the use of certain property in the event of a natural disaster and authorize the Mayor to execute any necessary documentation.
APPROVALS: Mayor Milton Y. Tate, Jr.

AGREEMENT BETWEEN BRENHAM NATIONAL BANK AND THE CITY OF BRENHAM, TEXAS FOR THE USE OF CERTAIN PROPERTY IN THE EVENT OF DISASTER

Parties: City of Brenham, a Texas home-rule municipal corporation (hereinafter also referred to as "City") and Brenham National Bank, N.A., a national banking association (hereinafter also referred to as "BNB")

Recitals: Recognizing BNB's necessity to continue its daily operations in the event a catastrophic disaster occurs and affects BNB's main bank location at 2211 South Day Street, Brenham, Texas, the City and BNB agree as follows:

1. Whereas, this Agreement between BNB and the City for BNB's use of the parking lot area, said parking lot area being more specifically defined in Exhibit "A" attached hereto and incorporated herein for all purposes ("Property") located at 204 West Main Street, Brenham, Texas in the event of catastrophic disaster ("Agreement") is a renewal and modification of the prior agreement (terminating on June 29, 2014 by its own terms) between the City and BNB for the use of the 16,851 square foot tract of land located at 204 West Main Street in the event of disaster; and

2. Whereas, the City acquired the Property from BNB in 2004; and

3. Whereas, the parties agree that the Property may be used by BNB for a period up to one hundred and eighty (180) days for its daily operations in the event of a catastrophic disaster at BNB's main bank facility located at 2211 South Day Street, Brenham, Texas 77834.

Agreement: The foregoing recitals are incorporated into this Agreement as if fully set forth herein below. THEREFORE, in consideration of BNB's payment of ten and no/100 dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, BNB and the City agree to the following terms, conditions and obligation regarding the use of the Property:

1. Term. This Agreement shall be valid for a term of ten (10) years beginning June 29, 2014 and continuing through June 28, 2024 unless earlier terminated by mutual consent of both parties or as otherwise set forth herein ("Term"). This Agreement is renewable upon written Agreement of the parties.

2. Location of Property: The 16,851 square foot tract of land is located at 204 West Main Street, Brenham, Texas 77834. A more specific description of the Property is attached hereto as Exhibit "A" and is incorporated herein for all purposes.

3. Use of the Property.

a. City's Superior Right to Property. In the event of a catastrophic disaster that affects the City's facilities and operations such that the City determines, in its sole discretion, that the City's use of the Property is necessary to adequately perform its operations, the City's right to use the Property supersedes any right BNB has to use the Property pursuant to this Agreement.

b. BNB's right to use Property. In the event of a catastrophic disaster that prevents BNB from performing its necessary daily operations at BNB's main bank location at 2211 South Day Street, Brenham, Texas 77833, City agrees to allow BNB to use the Property for an agreed upon time period, not to exceed 180 days, for BNB's necessary daily operations. In the event BNB uses the Property as authorized by this Agreement, BNB agrees to pay the City one thousand and no/100 dollars ($1,000.00) per month, on or before the 5th day of each month, during the time period BNB uses the Property. For any period of use of the Property by BNB of less than a month, the amount payable to the City pursuant to this Agreement shall be pro-rated accordingly. The time period agreed upon by both parties must be in writing. On or before expiration of the agreed time period, BNB must vacate the Property.

c. BNB's necessary daily operations. BNB may use the Property for the following purpose(s) and no other: to provide commercial banking services such as accepting deposits and making personal and business loans and offering related banking services.

d. Property condition during BNB's use. BNB accepts the Property in its as-is condition existing when BNB exercises its ability to use the Property pursuant to this Agreement. The City makes no express or implied warranties as to the condition of the Property or the Property's suitability for BNB's intended use of the Property.

e. Property must be returned in same condition. After BNB has used the Property for the purposes outlined herein, the Property must be returned to the City in the same or better condition as it was received. BNB will maintain the Property in a clean condition free of trash, debris, hazardous materials, and environmental contaminants.

f. BNB's personal property. If BNB leaves any personal property on the Property, after BNB has used the Property for the purposes outlined herein, City may 1) require BNB to remove the personal property by providing written notice to BNB; or 2) after written notice to BNB, retain and dispose of such personal property as abandoned property.

g. *Force Majeure*. The City shall be excused, if and to the extent caused by the occurrence of *force majeure*, the Property is not suitable for BNB's use, or for failure to perform any other obligation under this Agreement. For purposes of this Agreement, *force majeure* shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the City, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, and other like events that are beyond the reasonable anticipation and control of the City. If such *force majeure* occurs, the inability to exercise BNB's right to use the Property is not attributable to the City's failure to perform its obligations under this Agreement.

4. Responsibilities of BNB.

a. Insurance.

i. During all times BNB is using or occupying the Property, BNB must, at its own expense, maintain in full force and effect from an insurer authorized to operate in Texas:

1. Public liability insurance in an amount not less than $1,000,000.00 on an occurrence basis naming the City as an additional insured; and

2. Personal property damage insurance for BNB's business operations and contents on the Property to replace such contents after casualty loss.

ii. Proof of insurance must be provided to the City prior to BNB's use or occupation of the Property in the case of a catastrophic disaster. If BNB's insurance coverage is altered in any manner at any time that BNB is using or occupying the Property, BNB must provide the City with a copy of the insurance certificate evidencing the renewal or change, no later than seven (7) days after the renewal or change.

iii. If BNB fails to maintain the required insurance in full force and effect at all times it uses or occupies the Property, the City may exercise the remedies provided for in Section 8 of this Agreement.

b. Utilities.

i. BNB is responsible for establishing (including any required facility installations and connections) and paying for its electric, water, sewer, gas, telephone, trash, and other utilities while it occupies the Property. BNB will pay the charges directly to the applicable utility service provider.

ii. Any access or alterations to the Property necessary for the utilities may be made only with the City's prior written consent.

iii. If the City incurs any costs or liability for utility or connection charges for which BNB is responsible to pay, BNB will pay the charges immediately upon written notice from the City.

c. Maintenance. While BNB is using and/or occupying the Property, it is responsible for the daily maintenance and repairs on the Property. BNB must keep the Property clean and sanitary, as much as practicable. BNB must dispose of garbage in the appropriate receptacles. At its own expense, BNB must promptly repair any and all conditions attributable to BNB, its officers, employees, guests, patrons, invitees, third parties, agents or contractors.

5. Liability limit. The City is neither liable nor responsible to BNB or BNB's officers, employees, guests, patrons, invitees, third parties, agents or contractors, for any damages, injuries, or losses to person or property caused by:
   a. An act, omission, or neglect of: BNB or BNB's officers, employees, guests, patrons, invitees, third parties, agents or contractors;
   b. Fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

6. Indemnity: BNB will indemnify the City and hold the City harmless from any property, damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the Property, or any other loss caused negligently, recklessly, intentionally, or otherwise, that results from the use or occupation of the Property by BNB or BNB's officers, employees, guests, patrons, invitees, third parties, agents or contractors.

7. Contact Information. The parties to this Agreement shall designate a contact person who will be responsible for implementing this Agreement. Any notice required by this Agreement shall be forwarded to each respective party at the following addresses:

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

Mr. Ron Alfred, President/CEO
Brenham National Bank
P. O. Box 2568
Brenham, Texas 77834-2568

8. Default. If BNB is in default, the City may terminate BNB's right to use the Property by providing BNB with at least ten (10) days written notice. If BNB is in default, it will be liable for:

    a. Repairs to the Property;

    b. Any costs associated with evicting BNB, such as attorney's fees, court costs, and prejudgment interest;

    c. Cost of removing any of BNB's personal property, equipment or fixtures left on the Property;

    d. Cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by BNB or its officers, employees, patrons, guess, invitees, third parties, agents or contractors; and

    e. Any other recovery to which the City may be entitled under this Agreement or under law.

9. Miscellaneous Provisions:

    a. Entire Agreement. This Agreement constitutes the entire agreement between the parties, including all covenants and agreements, between the parties with respect to the subject matter herein and supersedes any and all other agreements, either oral in writing. Each party to the Agreement acknowledges that no representation, inducements, promise or agreement, oral or otherwise, have been made by any other party or anyone acting on behalf of any party which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding, unless a modification has been properly executed.

    b. Modification. This Agreement may be modified at any time by written agreement of the authorized representative of both parties. Such amendments will require the signatures of all parties affected by such an amendment.

    c. Cooperation. The City and BNB agree to cooperate with each other, in good faith, at all times during the term hereof in order to achieve the purposes and intent of this Agreement.

    d. Termination. Either party may terminate this Agreement by giving written notice of intent to terminate upon at least one hundred and eighty (180) calendar days in advance of the effective termination date. Notice of termination shall be given to all parties covered by this Agreement.

e. Invalid Provisions. Any clause, sentence, paragraph, or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.

f. Applicable Laws; Venue. This Agreement shall be construed in accordance with the laws of the State of Texas, including City ordinances. Exclusive venue for any claim, cause of action, lawsuit, or other legal proceeding arising out of this Agreement shall be in Washington County, Texas.

The parties have executed this instrument hereto as follows:

Executed this _____ day of _____ of the year 20___.

City of Brenham, Texas

By: _____
Milton Y. Tate, Jr., Mayor

Brenham National Bank

By: _____
Ron Alfred, President/CEO
Brenham National Bank, N.A.

EXHIBIT “A”

All that tract or parcel of land described as a certain 16,851 square feet of land being a part of two tracts of land described in a deed dated October 26, 1993, from the City of Brenham to Brenham Bancshares, Inc. as recorded in Volume 713, Page 915 of the Deed Records of Washington County, Texas, being the remainder of the division of the called Houston and Rubenstein lots described as shown on a plat of said Houston and Rubenstein division as recorded on January 8, 2004 and filed in plat cabinet file slide number 489B of the Plat Records of Washington County, Texas.

AGENDA ITEM 10

DATE OF MEETING: June 19, 2014	**DATE SUBMITTED:** June 12, 2014
DEPT. OF ORIGIN: Fire Department (Fire Marshal)	**SUBMITTED BY:** Alan Finke

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Approval of a Request From Blue Bell Creameries to Install a 10,000 Gallon Above Ground Diesel Fuel Storage Tank

SUMMARY STATEMENT: Blue Bell Creameries is requesting a Special Permit for a 10,000 gallon above-ground fuel storage tank to be used for red-dyed off-road use diesel fuel. Tank to be located at 1101 South Blue Bell Road, Brenham, Texas, at the Blue Bell Creameries Main Plant Industrial Subdivision as per attached Site Plan (zoned Industrial). Tank is to be designed, constructed, installed & operated in compliance with standards of Underwriters Labs, National Fire Protection Association 30 ("Flammable & Combustible Liquids Code"), the International Fire Code (2012 Ed.), and regulations of the Texas Commission on Environmental Quality. Tank will be used only for storage of "combustible liquids" having a flash point no lower than 100°F. Tank location is well away from all property lines (300 feet or more). The permit will be subject to annual renewal after inspection by the Fire Marshal's Office. The Special Permit may be revoked by the Fire Marshal at any time for failure to comply with applicable regulations or if any unsafe condition is found.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Allows Blue Bell to close or remove existing aging underground tank currently in use.

B. CONS: None.

ALTERNATIVES (In Suggested Order of Staff Preference): No preferred alternatives.

ATTACHMENTS: (1) Application Letter; (2) Manufacturer's Design Specifications; and (3) Spill Containment Structure & Topography

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve a request from Blue Bell Creameries to install a 10,000 gallon above ground diesel fuel storage tank.

APPROVALS: Terry K. Roberts

Blue Bell *Creameries,*
L.P.
P.O. *Box 1807*
Brenham, Texas 77834-1807
www.bluebell.com
(979) 836-7977

Recd
may 8, 2014
AEF

5/5/14

Brenham Fire Marshal

Attention: Deputy Chief Alan Finke

Blue Bell Creameries is requesting a Special Permit for 10,000 Gal Diesel Above Ground Fuel Storage Tank to be used for Red Dyed Off Road Use.

Location: 1101 South Blue Bell Road, Brenham, Texas, at the Blue Bell Creameries Main Plant Industrial Subdivision as per Site Plan.

Thank you for your assistance with this request,

A.J. Joswiak

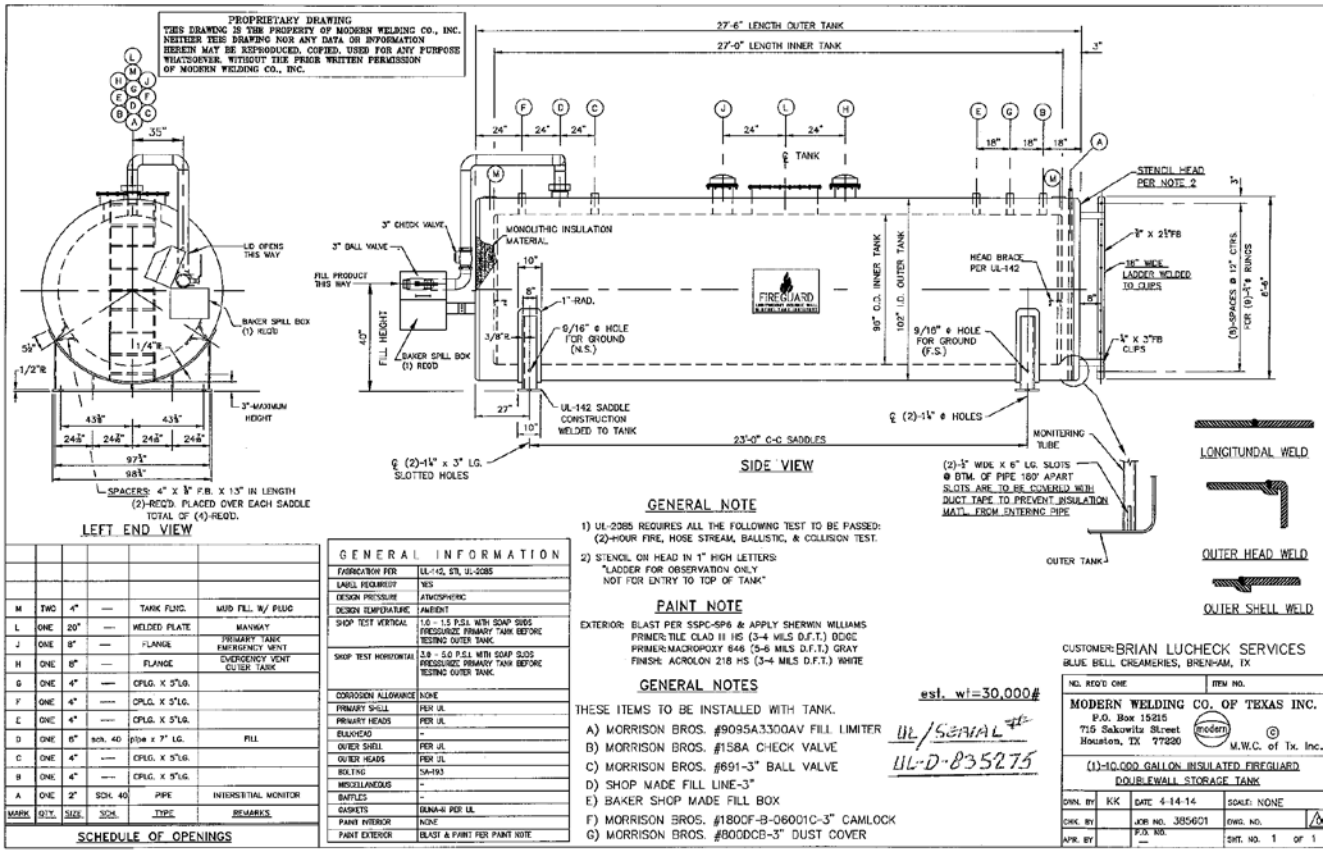
Blue Bell Creameries

Asst. Facilities

Manager

979-830-2112

Manufacturer’s Design Specifications For Blue Bell

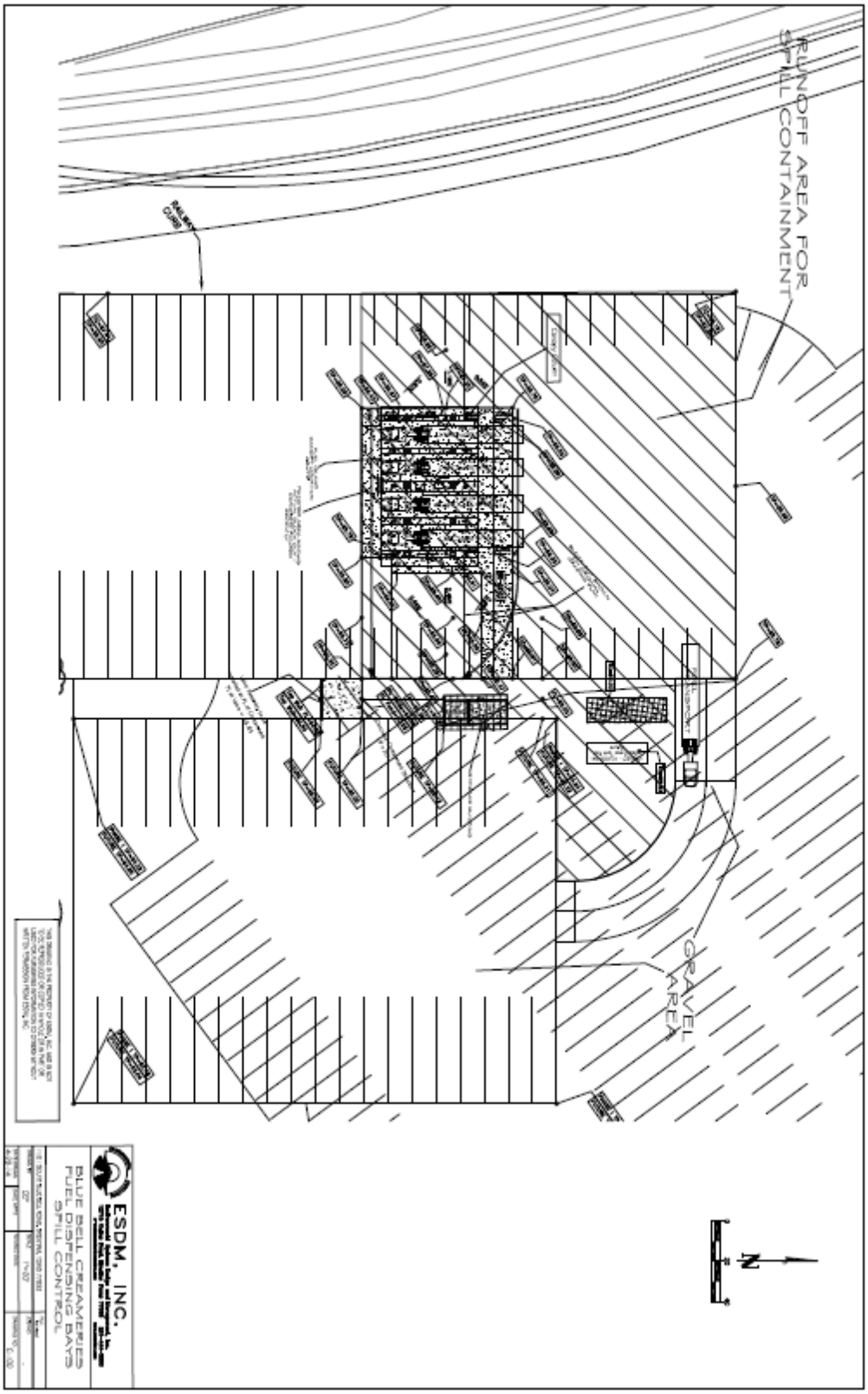


M	TWO	4"	—	TANK FLNG.	MUD FILL W/ PLUG
L	ONE	20"	—	WELDED PLATE	MANWAY
J	ONE	8"	—	FLANGE	PRIMARY TANK EMERGENCY VENT
H	ONE	8"	—	FLANGE	EMERGENCY VENT OUTER TANK
G	ONE	4"	—	CPLG. X 5"LG.	
F	ONE	4"	—	CPLG. X 5"LG.	
E	ONE	4"	—	CPLG. X 5"LG.	
D	ONE	6"	sch. 40	pipe x 7" LG.	FILL
C	ONE	4"	—	CPLG. X 5"LG.	
B	ONE	4"	—	CPLG. X 5"LG.	
A	ONE	2"	SCH. 40	PIPE	INTERSTITIAL MONITOR
MARK	QTY.	SIZE	SCH.	TYPE	REMARKS

SCHEDULE OF OPENINGS

GENERAL INFORMATION	
FABRICATION PER	UL-142, STI, UL-2085
LABEL REQUIRED?	YES
DESIGN PRESSURE	ATMOSPHERIC
DESIGN TEMPERATURE	AMBIENT
SHOP TEST VERTICAL	1.0 - 1.5 P.S.I. WITH SOAP SUDS PRESSURIZE PRIMARY TANK BEFORE TESTING OUTER TANK.
SHOP TEST HORIZONTAL	2.9 - 5.0 P.S.I. WITH SOAP SUDS PRESSURIZE PRIMARY TANK BEFORE TESTING OUTER TANK.
CORROSION ALLOWANCE	NONE
PRIMARY SHELL	PER UL
PRIMARY HEADS	PER UL
BULKHEAD	-
OUTER SHELL	PER UL
OUTER HEADS	PER UL
BOLTING	SA-193
MISCELLANEOUS	-
BAFFLES	-
GASKETS	BUNA-N PER UL
PAINT INTERIOR	NONE
PAINT EXTERIOR	BLAST & PAINT PER PAINT NOTE

Spill Containment Structure & Site Topography – Blue Bell (10K gal. tank)



AGENDA ITEM 11

DATE OF MEETING: June 19, 2014	**DATE SUBMITTED:** June 11, 2014
DEPT. OF ORIGIN: Purchasing Services	**SUBMITTED BY:** Sara Parker

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Addendum to the Contract Between the City of Brenham and Ambassador Higher Cleaning Standards for Janitorial Services and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: On November 26, 2013 Council approved award of the Annual Contract for Janitorial Services for Various City Facilities to Ambassador Higher Cleaning Standards or Houston, TX in the amount of $66,036.

Relocation of Library services to City Hall has required a revision of the contract: therefore, the vendor was requested to quote equivalent services for the Library occupied areas in addition to the services already provided for City Hall. The quote provides those services at $514 per month, half of the original cost for the Library building.

Savings versus budget allow for the addition of services at other City facilities. Rental booking of the All Sports Building has increased and the Central Warehouse is utilized by all City Departments. Ambassador provided quotes for twice-weekly service for the ASB at $187 per month and once weekly service for the office and restroom areas of the Central Warehouse at $125 per month.

Addendum #1 to the original contact with the revised scope of work and pricing is attached for Council consideration.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Addendum #1 to Bid No. 14-002, Annual Contract for Janitorial Services at Various City Facilities

FUNDING SOURCE (Where Applicable): Departmental Budgets
RECOMMENDED ACTION: Approve an Addendum to the Contract between the City of Brenham and Ambassador Higher Cleaning Standards for janitorial services and authorize the Mayor to execute any necessary documentation.
APPROVALS: Terry K. Roberts

ADDENDUM NO. 1

CITY OF BRENHAM

BID NO. 14-002

CONTRACT FOR JANITORIAL SERVICES

1. This addendum is issued to modify the original scope of work of this contract as awarded due to changing requirements for City facilities.

2. The modified scope of work shall remain in effect through the term of the contract and any extensions and subject to further modification as the City's requirements may change in the future.

3. Pricing for modified scope of work shall be as listed herein and provided by Vendor on written quote as of May 21, 2014. Scope of work for each area modified is included below.

3.1	Library, temporarily relocated at City Hall	$514.00/month
3.2	Central Warehouse	$125.00/month
3.3	All Sports Building	$195.00/month

B. Nancy Carol Roberts Memorial Library, 100 Martin Luther King Jr., Parkway*

*Temporarily relocated to City Hall. The Library is open to the public. Cleaning services must be after business hours.

The space to be cleaned consists of:

- 2 large open areas with book shelves
- Adjacent rooms and/or offices

Cleaning Frequency and Specifications

Specifications for City Hall as found in Scope of Work A. of this bid/contract shall be followed for the areas temporarily occupied by library functions, equipment, inventory, or personnel, with the addition of the following:

Weekly:

Dust visible parts of all book shelves

Polish wood furniture

Straighten and dust all wall hangings

Clean display cases and dust other displays in Library areas

G. Central Warehouse – 315 W. 2nd St.

Central Warehouse operates from 8:00 A.M. to 5:00 P.M. Monday through Friday. Cleaning services will be once a week, Friday, after 5:00 P.M.

The space to be cleaned consists of:

- Office Area (Includes front work station/customer area and warehouse manager's office)
- Break Room
- Restrooms

Cleaning Frequency and Specifications

Offices: Weekly

Sweep and Mop

Vacuum rugs and carpet

Dust office furniture carefully removing objects and putting back in place.

Sanitize phone headsets

Empty trash and replace liners if needed

Remove fingerprints from doors, frames, light switches, and kick plates and handles

Monthly

Clean windows (inside)

Dust blinds

Break Room/Kitchen: Weekly

Sweep and mop

Sanitize countertops, tabletops and chairs

Maintain walls free of coffee stains and any food debris

Empty trash baskets and replace liners – wash if necessary

Restrooms: Weekly

Clean/sanitize toilet seats, bowls, urinals and sinks

Sweep and mop floors

Clean mirror

Empty trash and replace liners

Dust furniture

Remove fingerprints from doors, frames, light switches and kick Plates

H. All Sports Building – 137 Lounge Rd.

All Sports Building is a rental facility that operates according to its desired rental request. Cleaning services will be twice a week, Monday and Thursday before 5:00 p.m.

For security reasons, custodial personnel will not have access to the following rooms:

- Equipment garages and small offices located on north side of building (facing Lounge Rd)

The space to be cleaned has approximately 2,446 square feet consisting of:

- 2 offices
- 1 meeting area (large room)

- 2 restrooms
- 2 hallways (one VCT Tile other Stained Concrete)
- 1 entry way

Cleaning Frequency and Specifications

Offices:

Twice Weekly

Vacuum floors
Remove trash and replace liners, if needed

Weekly

Remove fingerprints from doors, frames, light switches, kick plates, and handles
Clean windows (inside)
Dust blinds

Meeting Area:

Twice Weekly

Sweep and mop tile floor

Weekly

Wipe any tables and chairs that are in the room
Remove fingerprints from doors, frames, light switches, kick plates, and handles
Clean windows (inside)
Wipe any handprints that are on wall or trim

Hallways:

Twice Weekly

Sweep and mop tile floors

Weekly

Wipe walls/doors, as needed
Clean windows (inside)

Entry way:

Twice Weekly

Sweep and mop

Weekly

Wipe walls, doors, as needed
Clean windows (inside)

Restrooms:

Twice Weekly

Clean/sanitize toilet seats, bowls, urinals, and sinks
Sweep and mop floors
Clean mirror
Refill paper towel and soap dispensers
Empty trash and replace liners
Remove fingerprints from doors, frames, light switches, and kick plates

Special Services: Yearly

Clean office windows (inside/out)

AGENDA ITEM 12

DATE OF MEETING: June 19, 2014	**DATE SUBMITTED:** June 11, 2014
DEPT. OF ORIGIN: Purchasing Services	**SUBMITTED BY:** Sara Parker

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and the State of Texas' Region VIII Education Service Center for Cooperative Purchasing Services (TIPS/TAPS) and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: Chapter 271 of the Texas Local Government Code allows municipalities to enter into interlocal agreements with cooperative purchasing associations such as *The Interlocal Purchasing System* (TIPS). The cooperative awards contracts for various goods and services through a competitive bidding process which meets the standards of State of Texas purchasing statutes. These contracts are then available to participating entities.

The advantages of a cooperative contract are lower administrative costs, improved response from vendors, and the potential for lower costs through increased volume. The City has the option on any individual purchase or project to utilize a cooperative contract or to pursue other qualifying means, including the full bid process. Thus, the purchasing cooperative provides another tool to achieve best value for the City.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Interlocal Agreement; and (2) TIPS/TAPS Resolution

FUNDING SOURCE (Where Applicable): No cost to the City

RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and the State of Texas' Region VIII Education Service Center for Cooperative Purchasing Services (TIPS/TAPS) and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

_____ _____ - _____

TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)
Schools enter County-District Number

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for such services is granted under Texas Government Code §§ 791.001 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Local Government Entity as defined in the Texas Government Code § 791.003.

terminated

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating school entities or public agencies through cooperative purchasing.

Role of the TIPS Purchasing Cooperative:
1. Provide for the organizational and administrative structure of the program.
2. Provide staff necessary for efficient operation of the program.
3. Provide marketing of the program to expand membership, number of vendor awarded contracts and commodity categories.
4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and award of contracts.
5. Provide members with procedures for ordering, delivery, and billing.
6. Maintain filing system for all bidding procedure requirements.

INTERLOCAL AGREEMENT, continued

Role of the Public Entity:

1. Commitment to participate in the program by an authorized signature on membership forms.
2. Designation of Primary Contact and Technology Contact for entity.
3. Commitment to purchase products and services from TIPS Vendors when in the best interest of the entity.
4. Prepare purchase orders issued to TIPS Awarded Vendor and FAX to TIPS.
5. Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
6. Pay Awarded Vendors in a timely manner for all goods and services received.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

INTERLOCAL AGREEMENT, continued

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Entity	**Region VIII Education Service Center**
By: _____ Authorized Signature	By: _____ Authorized Signature
Title: _____	Title: Executive Director Region VIII ESC
_____ Date	_____ Date

Public Entity Contact Information

_____
Primary Purchasing Person Name

_____
Street Address

_____
City, State Zip

_____
Telephone Number

_____
Fax Number

_____
Primary Person Email Address

_____
Secondary Person Name

_____
Secondary Person Email Address

Please send two signed original Interlocal Agreements and one copy of Board Resolution (if required) to TIPS, Attn: Kim Thompson, C/O Region VIII Education Service Center, 4845 US Highway 271 North, Pittsburg, Texas 75686. Upon execution, a signed original will be returned to the Purchasing Contact listed above.

RESOLUTION

(Please check)
__ Governing Board
__ Commissioners Court

STATE OF _____ COUNTY OF _____

THE REGION VIII EDUCATION SERVICE CENTER for THE INTERLOCAL PURCHASING SYSTEM

And

_____
(Name of Entity applying for Membership in TIPS)

WHEREAS, the entity listed above, pursuant to the authority granted by the applicant's state purchasing Requirements, desires to participate in The Interlocal Purchasing System (TIPS). TIPS is a National Cooperative Purchasing Program offered by Region VIII Education Service Center, located in Pittsburg, Texas, (Camp County). Participation, through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions will be beneficial to the taxpayers through the anticipated savings to be realized by such entity listed above.

Therefore, be it RESOLVED, that the entity listed above has identified a stated need for participation in The Interlocal Purchasing System (TIPS) whereby _____ is
(Name of Authorized Person)
authorized and directed to sign and deliver any and all necessary documents herewith for and on behalf of above named entity requesting membership in TIPS. I certify that the foregoing is a true and correct original Resolution duly adopted by the _____
(Name of Entity applying for Membership in TIPS)
and is filed on record with TIPS.

In witness thereof, I have set my hand and signature this _____ day of _____, 20____.

By: _____ _____
(Authorized Signature for Entity) *(Printed Name)*

_____ _____
(Title or Position) *(email address)*

This legal document will remain current on file until either party severs the agreement.

AGENDA ITEM 13

DATE OF MEETING: June 19, 2014	**DATE SUBMITTED:** June 6, 2014
DEPT. OF ORIGIN: Public Works	**SUBMITTED BY:** Dane Rau

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a One (1) Year Extension in Accordance with Bid No. 12-009 for Gasoline and Diesel Fuel for the City's Vehicle and Equipment Fleet and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: The City of Brenham and Alexander Oil have had a great working relationship for many years. In 2012 the City of Brenham Council awarded the bulk fueling contract to Alexander Oil in Bid #12-009. The initial term of this contract expired on July 1, 2013. On August 1, 2013 City Council awarded a one year extension to Alexander Oil. The time has come once again to either bid out or award the final extension to Alexander Oil. Alexander Oil has acknowledged their intent (attached letter) to exercise the final contract extension for 2014 and continue supplying bulk fuel to the City of Brenham. This will be the final extension and will follow all terms and conditions as the contract that was approved in June of 2012. The prices in Bid #12-009 will remain the same as well.

In 2012, bids were awarded by the lowest profit margin per gallon above the average OPIS (Oil Price Information Service). Two bids were sent out with only one bid received in 2012. Alexander Oil was awarded the bid based on the lowest profit margin parameters.

Alexander Oil provides the City of Brenham a location to fuel up fleet vehicles along with supplying numerous departments' bulk fuel at their desired location for items such as generators, bulk storage tanks and the tub grinder. They also provide a secondary location for times when the main location is being worked on or temporarily out of service. This location is the Brenham Food Stop on Prairie Lea St.

If council agrees with this final extension the final term will run from July 1, 2014-June 21, 2015. Next year a formal bid will be required due to exercising all the term options.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Great service, local people to speak with, convenient/central fueling site with 24/7 access

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Bid No. 12-009; and (2) Request Letter from Alexander Oil
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve a one (1) year extension with Alexander Oil in accordance with Bid No. 12-009 for gasoline and diesel fuel for the City's vehicle and equipment fleet and authorize the Mayor to execute any necessary documentation
APPROVALS: Terry K. Roberts

BID SHEET

Description	Estimated Gallons	Mark-up
Item 1.		
No 2 (Dyed) Diesel Cetane For equipment only Rating 42 minimum Bobtail deliveries Brand/Mfg. Unbranded	20,000 gallons	.20 per gallon
Item 2		
Regular Unleaded Rating 87 minimum R+M/2 Method Brand/Mfg. Unbranded	50,000 gallons	.12 per gallon
Item 3		
Medium Grade Unleaded Gasoline Octane Rating 89 minimum R+M/2 Method Brand/Mfg. Unbranded	25,000 gallons	.12 per gallon
Item 4		
No 2 (Clear) Diesel Fuel Cetane For vehicles Rating of 42 Brand/Mfg. Unbranded	30,000 gallons	.12 per gallon
Item 5		
Premium Grade Unleaded Gasoline Octane Rating 92 minimum Brand/Mfg. Unbranded	4,000 gallons	.12 per gallon

Provide the following information:

1. Could your firm give the City same day service for bobtail deliveries? yes
2. Will your firm supply emergency service after working hours? yes
3. State what type of service and/or system you have for dispensing fuel. Proprietary Fleet Card System, Private cards issued by Alexander Oil Company
4. Please specify billing frequency. ____ weekly ✓ monthly ____ other

   What are your terms? Net 10 Days

   Prompt payment discount? i.e., 1% 10 days No

5. Please provide the following information:

   Number of accessible locations within the City Limits 2 Include address, phone number, and contact person for each location. If necessary, please use another sheet of paper.

Location: Alexander Oil Company
Address: 1501 FM 389 Brenham, Texas 77833
Phone No.: 979-836-2722
Contact Person: Bridget Bartels, Brad Bentke

Location: Brenham Food Stop #2
Address: 1312 Prairie Lea Brenham, Texas 77833
Phone No: 979-830-1862
Contact Person: Brad Bentke, Murad Allana

Location: _____

Address: _____

Phone No: _____

Contact Person: _____

Please provide the following information:

Mailing Address: PO Box 769 Brenham, TX 77834

Remittance Address: PO Box 769 Brenham, TX 77834

Telephone No.: 979-836-2722

Fax No.: 979-836-6281

Contact Person: Bridget Bartels

I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of this bid.

Company Name: Alexander Oil Company

Address: PO BOX 769 Brenham, TX 77834

Authorized Signature: Bridget Bartels

Print Name: Bridget Bartels

Date: 06/01/2012

City of BRENHAM

Mayor
Milton Y. Tate, Jr.

Council Members
Gloria Nix, Mayor Pro Tem
Mary E. Barnes-Tilley
Andrew Ebel
Danny Goss
Keith Herring
Weldon C. Williams, Jr.

June 3 2014

Mr. Jud G. Alexander III
Alexander Oil Company
P. O. Box 769
Brenham, TX 77834-0769

RE: Bid #12-009 Fleet Fueling Services for Gasoline and Diesel Fuel

Dear Jud:

According to the terms & conditions of the above bid, the City of Brenham may elect to extend this bid contract for an additional year upon mutual consent of both parties. All other terms and conditions of the original bid will remain the same. Please indicate your intent below. Upon your acceptance, and subject to approval by City Council, a fully executed copy of the extension letter will be provided for your files.

Unbranded Product	Price Markup-up
No. 2 Dyed Diesel	$0.20/gal.
Reg. Unleaded	$0.12/gal.
Med. Grade Unleaded	$0.12/gal.
No. 2 Clear Diesel	$0.12/gal.
Prem. Unleaded	$0.12/gal.

Original Bid Accepted: 6/21/12

Bid Contract Extension Firm Thru: 6/21/15

ACCEPTED:

Jud G Alexander III
Signature

Jud Alexander III Assn. Controller
Signer's Name (Printed) /Title

Alexander Oil Company
Vendor Name

DECLINED:

Signature

Signer's Name (Printed)/Title

Vendor Name

P.O. Box 1059 ★ 200 W. Vulcan Street ★ Brenham, Texas 77834 ★ 979.337.7200 ★ www.ci.brenham.tx.us

An Equal Opportunity Employer

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For City Use Only

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APPROVED:

_____ CITY OF BRENHAM _____

Milton Y. Tate, Mayor Date

ATTEST:

_____ CITY OF BRENHAM

Jeana Bellinger, TRMC
City Secretary

AGENDA ITEM 14

DATE OF MEETING: June 19, 2014 **DEPT. OF ORIGIN:** Administration	**DATE SUBMITTED:** June 16, 2014 **SUBMITTED BY:** Amanda Klehm

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request for a Noise Variance From Daisy's Mexican Food Restaurant for June 20, 2014 From 9:00 P.M. to 1:00 A.M.

SUMMARY STATEMENT: Daisy's Mexican Food Restaurant submitted a request for a Noise Variance to hold an event for their customers on June 20, 2014 from 9:30 p.m. until 1:00 a.m. when clean-up is through. There will a DJ and a sound amplification system; therefore, a Noise Variance is required.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. **PROS:**

B. **CONS:**

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

ATTACHMENTS: (1) Noise Variance Request; and (2) Map of the Location

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve a request for a noise variance from Daisy's Mexican Food Restaurant for June 20, 2014 from 9:00 P.M. to 1:00 A.M.

APPROVALS: Terry K. Roberts

NOISE VARIANCE REQUEST

Application Fee $10.00

1. Name of sponsoring organization: Daisy's Mexican Food

2. Name and address of individual making application on behalf of sponsoring organization:
María del Carmen Mojica Hernandez.
605. E. Main St. Brenham TX. 77833

3. Purpose of the Event: _____

4. Location of Event: 605. E. Main St. Brenham. TX. 77833.

5. Date of the event: June 20 and 21 2014

6. Time of Event: 9:00 pm – 1:00 am

7. Event Set-up: From: 9:00 pm To: 1:00 am

   Event Clean-up: From: _____ To: _____

8. You are required to describe the following:

   a) Types of Activities Planned and any additional information specific to this event:
   DJ, Dance and Karaoke

   b) Bands/Musical Instruments: None

   c) Sound amplification equipment: DJ and Sound System

   d) Cleanup provisions: _____

María del Carmen Mojica Hernandez
Name of Applicant (Printed or Typed)

Date: 6/16/14

María C. Mojica Hernandez
Applicant or Authorized Person's Signature

Phone: 979 203-7525

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any Court? _____Yes ✓ No. If "Yes", please identify the offense, State of conviction and penalty imposed (attach additional sheets if necessary):

CITY STAFF REVIEW

Date received: _____

****

_____APPROVED _____DENIED

_____ Date: _____
Rex Phelps, Chief of Police

Comments/Reason for Denial:

_____

_____

****

_____APPROVED _____DENIED

_____ Date: _____
Ricky Boeker, Chief of Fire Department

Comments/Reason for Denial: _____

_____

****

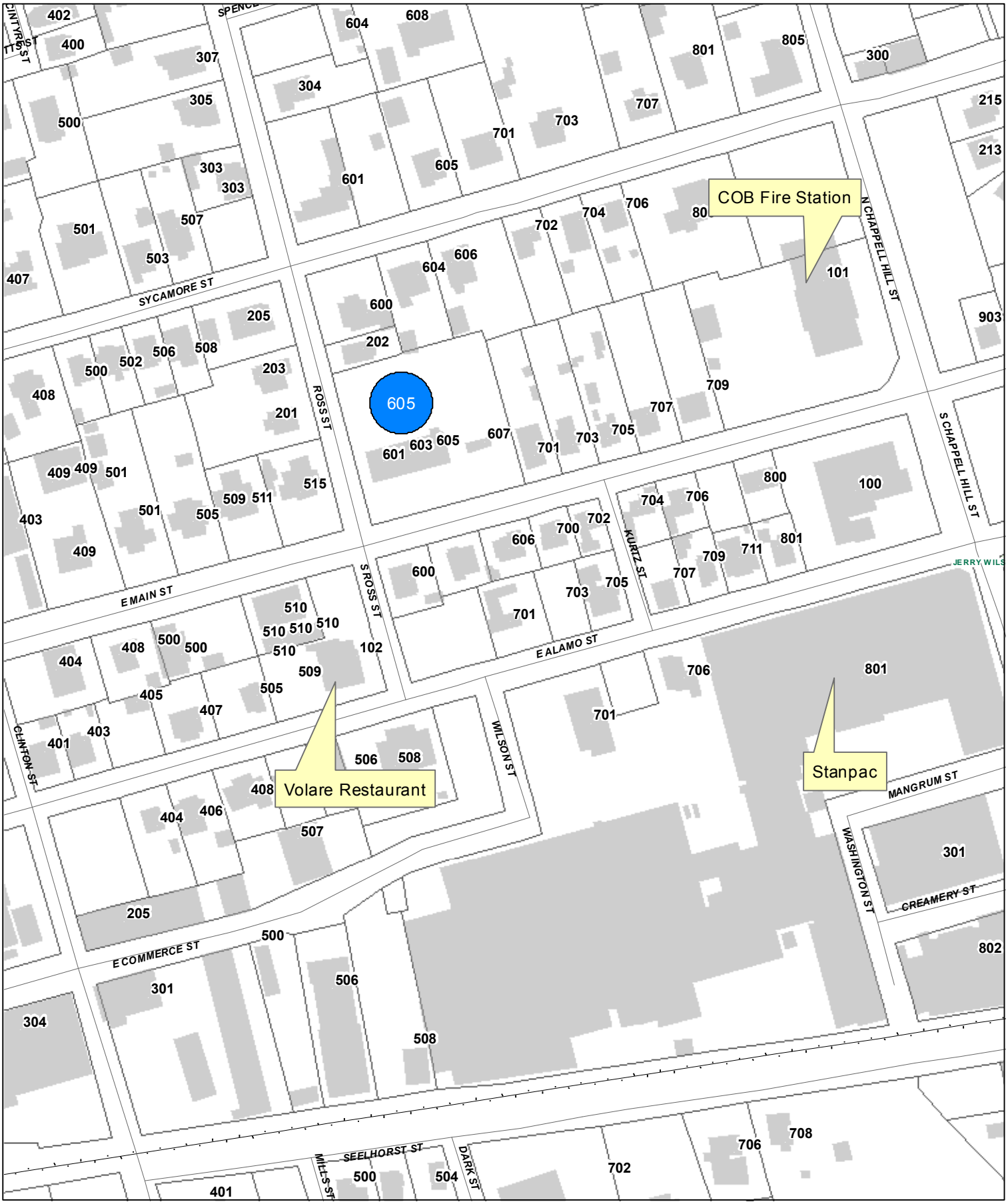
Noise Variance Approved by the City Council on the _____ day of _____, 2014.

_____ Date: _____
Milton Y. Tate, Jr., Mayor

ATTEST:

_____
Jeana Bellinger, City Secretary

****



1 inch = 190 feet

City of BRENHAM

AGENDA ITEM 15

DATE OF MEETING: June 19, 2014	**DATE SUBMITTED:** June 13, 2014
DEPT. OF ORIGIN: Administration	**SUBMITTED BY:** Terry Roberts

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

AGENDA ITEM DESCRIPTION: Section 551.072 - Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding Potential Sale of Approximately 204.925 Acres In the Silas Clark Survey (A028), Tract 18, As Recorded in Volume 496, Page 800 of the Official Records of Washington County and Located at 5525 Caney Creek Road in Chappell Hill, Texas and More Commonly Identified as the Old Landfill Property

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): N/A

ATTACHMENTS: None

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Discussion Only.

APPROVALS: Mayor Milton Y. Tate, Jr.

AGENDA ITEM 16

DATE OF MEETING: June 19, 2014	**DATE SUBMITTED:** June 13, 2014
DEPT. OF ORIGIN: Administration	**SUBMITTED BY:** Terry Roberts

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Sale of Approximately 204.925 Acres In the Silas Clark Survey (A028), Tract 18, As Recorded in Volume 496, Page 800 of the Official Records of Washington County and Located at 5525 Caney Creek Road in Chappell Hill, Texas and More Commonly Identified as the Old Landfill Property and Authorize the Mayor to Execute Any Necessary Documentation

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:

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION:

APPROVALS: Mayor Milton Y. Tate, Jr.