



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JUNE 15, 2023 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Shannan Canales**
- 3. Special Recognitions**
 - ♦ **Brenham Police Department Promotion - Lloyd Powell, Assistant Chief of Police**
 - ♦ **Sergeant Steven Eilert - Texas Police Chiefs Association Law Enforcement Command Officer Program (LECOP)**
- 4. Citizens Comments**

CONSENT AGENDA

- 5. Statutory Consent Agenda**

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

 - 5-a. Approve the Minutes from May 18, 2023 Regular City Council Meeting, May 25, 2023 Special City Council Meeting, May 25, 2023 Joint Meeting with Washington County Commissioners Court, and the June 1, 2023 Regular City Council Meeting**
 - 5-b. Approve Corrected Minutes from the April 20, 2023 Regular City Council Meeting**

5-c. Approve Ordinance No. O-23-019 on its Second Reading Amending Chapter 17, Offenses and Miscellaneous Provisions of the Code of Ordinances of the City of Brenham as Amended by City Council

5-d. Approve a Noise Variance from Margaret Moore for a Birthday Party to be Held on June 17, 2023, at 701 Parkview Street from 12:00 p.m. to 11:00 p.m.

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

- 6. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading for the Creation of Reinvestment Zone Number 49 Requested by Valmont Industries, Inc. for Commercial Tax Phase-In Incentive on That Certain 80.088 Acres of Land, Generally Located at 2551 Valmont Dr., Brenham, Texas, Being More Fully Described in Exhibit "A" of the Ordinance Creating Reinvestment Zone 49, and Designating This Property as Qualifying for Tax Phase-In**
- 7. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading for the Creation of Reinvestment Zone Number 50 Requested by North Park Development, LLC for Commercial Tax Phase-In Incentive on That Certain 2.998 Acres of Land, Generally Located at 1809 N. Park Street, Brenham, Texas, Being More Fully Described in Exhibit "A" of the Ordinance Creating Reinvestment Zone 50, and Designating This Property as Qualifying for Tax Phase-In**

REGULAR SESSION

- 8. Discuss and Possibly Act Upon Approval of Ordinance No. O-23-020 of the City of Brenham, Texas, Authorizing the Issuance and Sale of City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023, Levying a Tax in Payment Thereof; Authorizing the Execution and Delivery of a Purchase Agreement and a Paying/Agent Registrar Agreement; Approving the Official Statement; and Enacting Other Provisions Relating Thereto**
- 9. Discuss and Possibly Act Upon Resolution No. R-23-021 Adopting a Commercial Tax Phase-In Agreement Between the City of Brenham and Stanpac USA, LLC**
- 10. Discuss and Possibly Act Upon Resolution No. R-23-022 Adopting a New Fee Schedule for the City of Brenham Development Services Department**
- 11. Discuss and Possibly Act Upon a Chapter 380 Agreement Between the City of Brenham and Academy, Ltd. d/b/a Academy Sports + Outdoors and Authorize the Mayor to Execute Any Necessary Documentation**

12. **Discuss and Possibly Act Upon a Memorandum of Agreement (MOA) Between the City of Brenham and Blinn College for the Use of Soccer Fields at Hohlt Park and Authorize the Mayor to Execute Any Necessary Documentation**
13. **Discuss and Possibly Act Upon a Lease Agreement Between the City of Brenham and Brenham RC Airplane Club Related to Property Located at 2080 Old Navasota Road, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**
14. **Discuss and Possibly Act Upon Amending Authorized Signatories for Bank of Brenham and Authorize the Mayor to Execute Any Necessary Documentation**
15. **Discuss and Possibly Act Upon**
 - a. **Resolution No. R-23-023 In Support of the Closure of Alamo Street Between S. Austin Street and Park Street for Film/Video Production**
 - b. **Resolution No. R-23-024 In Support of the Closure of Market Street Between Alamo Street and Main Street for Film/Video Production**
 - c. **Resolution No. R-23-025 In Support of the Closure of Alamo Street Between Park Street and Baylor Street for Film/Video Production**

16. Administrative/Elected Officials Report

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

EXECUTIVE SESSION

17. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**
18. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters**

RE-OPEN REGULAR SESSION

Adjourn

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

CERTIFICATION

I certify that a copy of the agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, June 12, 2023 at 12:00 p.m.

Jeana Bellinger, TRMC, CMC

City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ day of _____, 2023 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, May 18, 2023, beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Milton Y. Tate, Jr.
Mayor-Elect Atwood C. Kenjura
Councilmember Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember-Elect Paul F. LaRoche, III
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary Jeana Bellinger, General Manager of Public Utilities Debbie Gaffey, Deputy General Manager of Public Utilities Alton Sommerfield, Director of Public Works Dane Rau, Director of Development Services Stephanie Doland Director of Finance Stacy Hardy, Police Chief Ron Parker, Fire Chief Roger Williams, Tourism and Marketing Director Jennifer Eckermann, Strategic Budget Officer Tim McRoberts, Teresa Rosales, Kyle Branham, Cherry Cash Prewitt, Shawn Bolenbarr, Idalia Avezuela, JoAnne Hynes, Stephen Draehn, Shauna Laauwe, Leigh Linden, Melinda Gordon, Nancy Joiner, Steven Eilert, and Lloyd Powell

Citizens/Others Present:

Alice Hall, Douglas Falls, Jody Tyson, Susan Myer, Al Patch, Rocky LaRoche, Kelae LaRoche, Ben Wagner, Carson Campbell, Annette Wagner, Cole Wagner, Ken Miller, Lucas Banda, Kathryn Seifert, Sam Sommers, La Hollander, Wesley Brinkmeyer, Kyle Merten, Jonathan Ferguson, Phyllis G. Lock, Darrell Blum, Sabrina Roberts, Catherine Kenjura, Charlie Kenjura, Rem Mule, and Keith Hofmann

Media Present:

Jason May, Brenham Banner-Press; and Josh Blaschke, KWHI

1. **Call Meeting to Order**
2. **Invocation and Pledges to the US and Texas Flags – Councilmember Adonna Saunders**
3. **Administer Oaths of Office to Elected Officials and Issue Certificates of Election for Mayor and Council Positions:**

Mayor, At Large: Atwood C. Kenjura

Milton Y. Tate, Jr., Mayor for the City of Brenham, administered the Oath of Office to Atwood C. Kenjura for the position of Mayor, At Large, for the City of Brenham for a four (4) year term.

Place 2 – Ward 2: Albert Wright

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

Place 3 – Ward 3: Paul F. LaRoche, III

Carson Campbell, 21st District Judge, administered the Oath of Office to Dr. Paul F. LaRoche, III for the position of Place 3 – Ward 3 Councilmember for the City of Brenham for a four (4) year term.

Place 4- Ward 4: Adonna Saunders

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

4. **Citizens Comments**

There were no citizen comments.

WORK SESSION

5. **Discussion and Presentation on Guidelines for Filming in Brenham, Texas**

Director of Tourism and Marketing Jennifer Eckermann presented this item. Eckermann stated that certifying a city as a Film Friendly Texas Community (FFTX) has been found to stimulate the local economy by creating jobs for Texas-based crew members and residents, and by generating on-site spending on local goods and services within the community.

Eckermann stated there were three (3) steps to be designated by the Texas Film Commission as a Film Friendly Community:

1. Attend a FFTX workshop;
2. Pass administratively enforceable filming guidelines; and
3. Summit photo coverage of at least 5 potential filming locations in the community.

Eckermann stated that as per the State's requirements, a draft of Guidelines for Filming in Brenham has been developed for Council's review and will be brought back to Council for adoption at a later meeting. Eckermann went on to say that she has been working with both Chief Parker and Dane Rau concerning areas of interest for filming in downtown. Additionally, Eckermann stated the City will have exclusive authority - through the City Manager - to grant the use of public streets, rights-of-way, parks, public buildings of the City, regulate hours of production, and the general location of the production. Eckermann stated that all applications and approvals would be through the City Manager's office.

Eckermann advised Council that after looking through the draft guidelines, she would like to recommend two small changes:

1. Increase the number of days between filing an application and filming for commercials or episodic television from two (2) business days to five (5) business days.
2. Increase the number of days between filing an application and filming for feature films from five (5) business days to ten (10) business days.

The City Council was in favor of Eckermann's requested revisions and asked that she bring back the guidelines at a future meeting.

PUBLIC HEARING

6. Public Hearing, Discussion and Receipt of Input Related to the Adoption of an Ordinance to Participate in the Texas Enterprise Zone Program and to Consider and Nominate Blue Bell Creameries, L.P., Located at 1101 South Blue Bell Road, Brenham, Texas to the Office of the Governor Economic Development and Tourism as a Texas Enterprise Project

Economic Development Specialist Teresa Rosales presented this item. Rosales stated that Blue Bell Creameries was seeking to participate in the Texas Enterprise Zone Program and for Blue Bell to be eligible to participate the City of Brenham must nominate them as an Enterprise Project. Rosales continued, for the City to entertain an application to be nominated a Public Hearing must be held to receive public input.

Rosales explained that the designation was possible due to Blue Bell's plan to invest over \$10,000,000.00 in capital investments at the Brenham facility by way of new construction, phase two construction for the Milk Bay including the addition of an HTST system, in house pasteurization, increased dairy storage, expansion of the three-ounce cup line equipment as well as increased capacity, and inline operations and production area. Rosales went on to say this investment will result in retention of existing workforce as well as the potential for new jobs in the Brenham facility. Rosales noted that Jonathan Ferguson and Sam Sommers, both representing Blue Bell Creameries, L.P., were in attendance if anyone had any questions.

Mayor Kenjura opened the Public Hearing and called for citizen comments; there were no citizen comments heard.

Mayor Kenjura closed the public hearing.

REGULAR SESSION

9. **Discuss and Possibly Act Upon an Ordinance on its First Reading Nominating Blue Bell Creameries L. P. to the Office of the Governor Economic Development and Tourism as a Texas Enterprise Zone Project**

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve an Ordinance in its first reading nominating Blue Bell Creameries, L.P., to the Office of the Governor Economic Development and Tourism as a Texas Enterprise Zone Project.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Paul F. LaRoche, III	ABSTAIN
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

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

City Secretary Jeana Bellinger presented this item. Bellinger explained that in accordance with the City's Charter, after each regular election, the City Council must elect one of their members to serve as Mayor Pro Tem.

A nomination was made by Councilmember Canales and seconded by Councilmember Saunders to re-elect Mayor Pro Tem Kolby as Mayor Pro Tem. Mayor Kenjura asked if there were any other nominations. No other nominations were offered.

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

Mayor Atwood C. Kenjura	Yes
Councilmember Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

8. Discuss and Possibly Act Upon the Acceptance of a Donation from The Fortnightly Club for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation

The Fortnightly Club President Susan Myer presented the City Council with a donation in the amount of \$42,500.00 for the Nancy Carol Roberts Memorial Library. Myer stated that this money was raised through book sales and solicitation of donations.

A motion was made by Councilmember Wright and seconded by Mayor Pro Tem Kolby to accept a donation from the Fortnightly Club for the Nancy Carol Roberts Memorial Library in the amount of \$42,500.00 and authorize the Mayor to execute any necessary documentation.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

10. Discuss and Possibly Act Upon Award of Bid for Air Release Valves on Raw Water Main (Lake Line), Project No. 64C-68C and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr stated that on April 5, 2023, City staff along with Strand Associates opened bids regarding the replacement of air release valves on the raw water main (Lake Line). A total of 4 bids were received with the lowest bidder being Capital Underground Utilities, LLC. Bolenbarr stated Capital Underground Utilities references have been checked, addendums have been acknowledged and bid bond requirements have been met.

Bolenbarr requested that City Council award of the bid to Capital Underground Utilities, LLC, in the amount of \$377,242.00. Bolenbarr advised the cost for this project was being funded by ARPA Grant proceeds, and time for project completion was estimated at approximately 4-5 months.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to award the bid for air release valves on raw water main (Lake Lin), Project No. 64C-68C to Capital Underground Utilities, LLC in the amount of \$377,242.00 and authorize the Mayor to execute any necessary documentation.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

11. Discuss and Possibly Act Upon Resolution No. R-23-017 Regarding Policies and Procedures Required to be Adopted by Grant Recipients for the Award of the Federally Funded Texas Community Development Block Grant Program (Contract No. CDV21-0325) Related to Street and Drainage Improvements to Carrington Lane

Public Works Director Dane Rau presented this item. Rau explained the City has been awarded a \$350,000.00 Texas Community Development Block Grant (CDBG) for the street and drainage improvements for Carrington Lane and in order to comply with the grant's requirements the City must approve this Resolution and all the required policies.

A motion was made by Councilmember Saunders and seconded by Councilmember Canales to approve Resolution R-23-017 regarding policies and procedures required to be adopted by grant recipients for the award of the Federally funded Texas Community Development Block Grant (CDBG) Program contract No. CDV21-0325 related to street and drainage improvements to Carrington Lane.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

12. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- Bond rating call was on Wednesday, May 17th.
- A Special City Council meeting will be held on Thursday, May 25, 2023 at 1:00 p.m.
- A Joint Meeting of the City Council and the Washington County Commissioners Court will be held on Thursday, May 25, 2023 at 1:30 p.m. at City Hall in Conference Room 2A.
- May 23, 2023 is Washington County Leadership graduation ceremony will be held on May 23rd. City employees part of the Class of 2023 include Kyle Branham, Stephen Scheffer, and Fire Chief Roger Williams.
- Monday, May 29, 2023, City offices will be closed for Memorial Day.

Council adjourned into Executive Session at 1:49 p.m.

EXECUTIVE SESSION

- 13. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**
- 14. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters**

Executive Session adjourned at 2:54 p.m.

RE-OPEN REGULAR SESSION

The meeting was adjourned.

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on Thursday, May 25, 2023 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Atwood C. Kenjura
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Dr. Paul F. LaRoche, III
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff present:

City Manager Carolyn Miller, City Secretary Jeana Bellinger, General Manager of Public Utilities Debbie Gaffey, Director of Finance Stacy Hardy, Strategic Budget Officer Tim McRoberts, Human Resource Director Susan Nienstedt, Teresa Rosales, Steven Eilert, Kyle Branham, Cherry Cash Prewitt, Melinda Gordon, Curtis Schoen, and Lloyd Powell

Citizens/Others Present:

DeeAnna Marek and Brenda Lowery

Media Present:

Jason May, Brenham Banner-Press; and Josh Blaschke, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Albert Wright**

3. Citizens Comments

Citizens DeeAnna Marek and Brenda Lowery, both residing on S. Baylor Street, addressed City Council requesting a light pollution ordinance. The citizens advised that a citizen on S. Baylor Street has excessively bright spotlights in their front yard which shine directly into the homes across the street. Marek and Lowery stated that the City has been out to talk to the home owner but there has been no resolution to the problem.

CONSENT AGENDA

4. Statutory Consent Agenda

4-a. Approve the Minutes from the April 26, 2023 Special City of Brenham, Brenham Independent School District (BISD) and Washington County Commissioners Joint Meeting, May 4, 2023 Regular City Council Meeting, May 9, 2023 Special City Council Meeting, May 15, 2023 Budget Workshop Meeting, and May 16, 2023 Budget Workshop Meeting

A motion was made by Councilmember Canales and seconded by Mayor Pro Tem Kolby to approve the Statutory Consent Agenda Item 4.a. as presented.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

REGULAR SESSION

5. Discuss and Possibly Act Upon Ordinance No. O-23-018 on its Second Reading Nominating Blue Bell Creameries L. P. to the Office of the Governor Economic Development and Tourism as a Texas Enterprise Zone Project

Economic Development Specialist Teresa Rosales presented this item. Rosales explained this was the 2nd reading of the Ordinance to designate Blue Bell Creameries, L. P. as a Texas Enterprise Zone Project to the Office of the Governor.

Rosales stated that Blue Bell plans are to invest \$10,000.00 in capital investments by way of new construction, facility improvements, and equipment upgrades which will qualify them to be designated. Designation will allow Blue Bell to qualify for reimbursement of the State portion of sales and use tax paid; however, no local sales tax is rebated to the company. Rosales added the designation would be for a period of five (5) years.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to approve Ordinance No. O-23-018 on its second reading nominating Blue Bell Creameries L.P. to the Office of the Governor Economic Development and Tourism as a Texas Enterprise Zone Project.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Abstain
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

6. **Discuss and Possibly Act Upon on an Amendment to the State Plan of Operation Between the City of Brenham and the State of Texas Related to the Law Enforcement Support Office (LESO) Program and Authorize the Mayor to Execute Any Necessary Documentation**

City of Brenham Police Department Sergeant Steven Eilert presented this item. Eilert stated this amendment was originally approved by City Council on December 15, 2022; however, due to the election of May 6, 2023 creating a change in the Mayor, this Amendment to the Plan needs to be approved.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve an Amendment to the State Plan of Operation between the City of Brenham and the State of Texas related to the law Enforcement Support Office (LESO) Program and authorize the Mayor to execute any necessary documentation.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

7. **Administrative/Elected Officials Report**

- City Manager Carolyn Miller reminded everyone City offices will be closed on Monday, May 29, 2023, for Memorial Day.

The meeting was adjourned.

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special meeting of the Brenham City Council and Washington County Commissioners was held on Thursday, May 25, 2023, beginning at 1:30 p.m. in the Brenham City Hall, Conference Room 2A, at 200 W. Vulcan Street, Brenham, Texas.

City Councilmembers present:

Mayor Atwood C. Kenjura
Mayor Pro Tem Clint Kolby
Councilmember Leah Cook
Councilmember Shannan Canales
Councilmember Dr. Paul F. LaRoche, III
Councilmember Adonna Saunders
Councilmember Albert Wright

City Councilmembers absent:

None

Washington County Commissioners present:

Judge John Durrenberger
Commissioner Candice Bullock
Commissioner Kirk Hanath
Commissioner Don Koester
Commissioner Dustin Majewski

City Staff present:

City Manager Carolyn Miller, City Secretary Jeana Bellinger, Director of Finance Stacy Hardy, General Manager of Public Utilities Debbie Gaffey, Strategic Budget Officer Tim McRoberts, and Teresa Rosales.

Others present:

Dyann White and Peggy Kramer.

1. Call Meeting to Order

2. Discussion and Presentation by the Washington County Chief Appraiser Related to Freeport and Goods in Transit Exemptions and Associated Items

Washington County Chief Appraiser Dyann White presented the following information related to Freeport and Goods in Transit exemptions:

- Defined Freeport exemptions and Goods In-Transit as outlined in Section 11 of the Property Tax Code.
- Explained the annual application process for these exemptions.
- Provided an example of each exemption.
- Provided some statistics for both the City and County based on largest inventory values of the following:
 - Valmont: \$31M
 - Grocery Supply Company: \$24M
 - Blue Bell Creameries: \$18M
 - Sealy: \$9M

White explained that if these exemptions were approved by the governing bodies it would apply to all businesses with inventories and goods in-transit; it could not be specific to one business or industry.

White advised that the estimated annual reduction in tax revenue for these exemptions would be \$270,000 to the City and \$220,000 to the County.

The meeting was adjourned.

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, June 1, 2023 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Atwood C. Kenjura
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Dr. Paul F. LaRoche, III
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

Mayor Pro Tem Clint Kolby

City of Brenham Staff present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary Jeana Bellinger, General Manager of Public Utilities Debby Gaffey, Director of Finance Stacy Hardy, Police Chief Ron Parker, Public Works Director Dane Rau, Development Services Director Stephanie Doland, Economic Development Specialist Teresa Rosales, Main Street Manager, Leigh Linden, Legal & Legislative Manager Karen Stack, Kyle Branham, Cherry Cash Prewitt, Cynthia Longhofer, Kevin Boggus, Steven Eilert, Kelvin Raven, Casey Redman, Stephen Draehn, Curtiss Schoen, Lloyd Powell, Victor Ortiz, Jimmy Ha, Sierra Randle, Ashley Burns, David Randle, Tina Bruno, Nancy Stafford, Brett Schroeder, Carrie Derkowski, and Brian Schaeffer

Citizens/Others Present:

Myla Mills, Carlee Stephens, and Lindsay Martin Bilbrey

Media Present:

Jason May, Brenham Banner-Press; and Josh Blaschke, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Leah Cook**

3. Service Recognitions

- **Kyle Branham, Purchasing & Central Warehouse - 15 Years**
- **Victorino Ortiz, Parks Department - 20 Years**
- **Brett Schroeder, Fire Department - 20 Years**

4. Special Recognitions

- **Brenham Police Department Promotion - Tina Bruno, Corporal**
- **Brenham Police Department Promotion - Sierra Randle, Sergeant**
- **Brenham Police Department Promotion - Jimmy Ha, Sergeant**

5. Citizens Comments

Two citizens, Myla Mills and Carlee Stephens, addressed the City Council concerning the new summer hours for the Henderson Park Splash Pad.

CONSENT AGENDA

6. Statutory Consent Agenda

- 6-a. Approve a Noise Variance in Connection with the 2023 Downtown Concert Series (Hot Nights, Cool Tunes) to be Held from 5:00 p.m. to Midnight on July 8, 15, 22, and 29, 2023 and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-b. Approve a Noise Variance Request from the City of Brenham and Boys & Girls Club of Washington County for Pop-Up Play Day on June 23, 2023, at Henderson Park from 6:00 p.m. to 8:00 p.m.**
- 6-c. Approve a Noise Variance Request from the City of Brenham Parks and Recreation Department for Movies in the Park to be Held June 23, 2023, at Henderson Park from 8:00 p.m. to 11:00 p.m.**
- 6-d. Approve a Noise Variance Request from the Washington County Historical Juneteenth Association for the Juneteenth Celebration on Friday, June 16, 2023, from 5:00 p.m. to 10:00 p.m., and Saturday, June 17, 2023, from 10:00 a.m. to 10:00 p.m. at Fireman's Park**
- 6-e. Approve Resolution No. R-23-018 Amending the Authorized Representatives for TexPool Local Government Investment Pool**

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve the Statutory Consent Agenda Items 6.a through 6.e. as presented.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Absent
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

WORK SESSION

7. Discussion and Presentation on City of Brenham's Noise Nuisance Ordinance

Legal and Legislative Services Manager Karen Stack presented this item. Stack explained that Section 17-8 of the Code of Ordinances currently prohibits any artificial noise that is plainly audible fifty (50) feet from the source. Stack also explained that staff has held two previous work sessions with City Council, met with the Economic Development Council Sub-Committee and met individually with some Council members, to discuss amending Chapter 17 and based on direction from those meetings, staff has prepared a draft noise ordinance with the following features:

1. Moving from a 'plainly audible' standard to a decibel-based system, with maximum decibels based on the zone and time of day.
2. An enforcement section that clarifies that the Noise Nuisance Ordinance will be enforced by the police.
3. Five types of noises that will be prohibited, no matter the decibel level.
4. Thirteen exceptions. These types of noises will always be allowed, no matter the decibel level.
5. Providing that when a property line also splits zones, the more permissive standard will apply at the border.
6. A specific section that provides for live music at venues in downtown or Industrial Zones, from 10 a.m. to 12:00 a.m.
7. A section allowing staff members to issue noise permits.
8. Violations will be a C misdemeanor, with initial fines of up to \$500.00.

REGULAR SESSION

8. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 17, Offenses and Miscellaneous Provisions of the Code of Ordinances of the City of Brenham**

Legal and Legislative Services Manager Karen Stack presented this item. Stack explained that staff has two small changes to the Ordinance related to a decibel limit for music venues and a clarification of responsibility for Council's consideration.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve an Ordinance on its first reading amending Chapter 17, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Brenham with the following changes:

- Section 17-76: Adding a decibel limit of 85 dB to the music venue provision.
- Section 17-79: Change "owner or tenant" to "owner and/or tenant".

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Absent
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

9. **Discuss and Possibly Act Upon Resolution No. R-23-019 Authorizing the Execution of an Agreement with the Texas Department of Transportation for the Temporary Closure of State Right-of-Way in Connection with the 2023 Downtown Summer Concert Series, Hot Nights, Cool Tunes, to be Held on July 8, 15, 22, and 29, 2023, and Authorize the Mayor to Execute Any Necessary Documentation**

Main Street Manager Leigh Linden presented this item. Linden stated that the annual Summer Concert Series, Hot Nights, Cool Tunes will be returning July 8, 15, 22, and 29, 2023 featuring a variety of bands and classic car shows. Linden explained that due to the closure of Alamo Street to allow for the car shows and the stage for bands, the City must execute an agreement with the Texas Department of Transportation.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve Resolution No. R-23-019 authorizing the execution of an agreement with the Texas Department of Transportation for the temporary closure of state right-of-way in connection with the 2023 Downtown Summer Concert Series, Hot Nights, Cool Tunes, to be held on July 8, 15, 22, and 29, 2023 and authorize the Mayor to execute any necessary documentation.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Absent
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

10. Discuss and Possibly Act Upon Resolution No. R-23-020 Adopting the Guidelines for Filming in Brenham, Texas

City Secretary and Director of Administrative Services Jeana Bellinger presented this item. Bellinger reiterated this item was discussed at City Council on May 18, 2023, and one of the requirements to being certified as a Film Friendly Texas Community is that the City must pass administratively enforceable filming guidelines that promote media production in a way that is beneficial for both residents and industry professionals alike.

Bellinger stated at the May 18th meeting a change to the minimum requirement between filing an application and filming was suggested to change from two (2) business days to five (5) business days for commercials and episodic television and from five (5) business days to ten (10) business days for feature films. Bellinger advised that these changes have been incorporated into the Guidelines being presented for approval.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve Resolution No. R-23-020 adopting the Guidelines for Filming in Brenham, Texas.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Absent
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

11. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- First Friday Farmer's Market will be held on Friday, June 2nd
- July 6th City Council meeting will be moved to July 13th

Main Street Manager Leigh Linden reported on the following:

- On-line registration is now available for First Friday Farmer's Markets
- Summer Sip will be on June 10th

Public Works Director Dane Rau reported on the following:

- Henderson Park Splash Pad hours will be:
- | | |
|-----------------|---|
| Monday – Friday | 9:00 a.m. - 11:00 a.m.
5:00 p.m. – 7:00 p.m. |
| Saturday | 10:00 a.m. – 4:00 p.m. |
| Sunday | 1:00 p.m. – 6:00 p.m. |

The meeting was adjourned.

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, April 20, 2023, beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

Deleted: Councilmember Shannan Canales

City of Brenham Staff present:

City Manager Carolyn Miller, City Attorney Luke Cochran, City Secretary Jeana Bellinger, General Manager of Public Utilities Debbie Gaffey, Deputy General Manager of Public Utilities Alton Sommerfield, Director of Finance Stacy Hardy, Strategic Budget Officer Tim McRoberts, Human Resources Director Susan Nienstedt, Director of Tourism & Marketing Jennifer Eckermann, Fire Chief Roger Williams, Captain Lloyd Powell, Public Works Director Dane Rau, Development Services Director Stephanie, Teresa Rosales, Karen Stack, Kyle Branham, Cherry Cash Prewitt, Shawn Bolenbarr, Kevin Boggus, Curtiss Schoen, JoAnne Hynes, Shauna Laauwe, Nancy Joiner, Steven Eilert, and Leigh Linden

Citizens/Others Present:

Sherry Harber, Kathleen Matthews, Jared Anderson, Katie Burch, Edward Smith, Paul LaRoche, III, Cindy Wells, Billy Sutherland, Rusty Seymour, Tami Redshaw, B. Smith, Keith Hofmann, Tom Whitehead, Darren & Dayna Heine, Cynthia Timpa, Chris Kamprath, Jamie Pinner, Pete Simpson, Doug Peck, and John Davies

Media Present:

Jason May, Brenham Banner-Press; and Josh Blaschke, KWHI

*City Council Meeting
April 20, 2023*

ORDINANCE NO. O-23-019

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 17, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BY REPEALING ARTICLE I, SECTION 17-8, NOISE NUISANCES; PROVIDING FOR NEW ARTICLE I, SECTION 17-8, RESERVED, FOR FUTURE AMENDMENTS TO CHAPTER 17; REPEALING ARTICLE V, RESERVED; REPEALING ARTICLE VI, RESERVED, PROVIDING FOR A NEW ARTICLE V, NOISE NUISANCES; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETINGS

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has the authority to adopt ordinances and regulations that are for good government, peace and order of the City; and

WHEREAS, as a home-rule municipality, Texas Local Government Code, Section 51.072 confirms that the City has the full power of local self-government; and

WHEREAS, the City Council finds that Chapter 17, Offenses and Miscellaneous Provisions, of the City of Brenham's Code of Ordinances should be amended to promote the health, safety, and welfare of the public; and

WHEREAS, the City Council hereby finds that the best interests of the City will be promoted by the enactment of this Ordinance.

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

SECTION 1.

Chapter 17, Offenses and Miscellaneous Provisions, Article I, In General, Section 17-8, Noise Nuisances, of the Code of Ordinances of the City of Brenham is hereby repealed in its entirety.

SECTION 2.

Chapter 17, Offenses and Miscellaneous Provisions, Article I, In General, Section 17-8, is hereby amended to read as follows:

Section 17-8 (**Reserved**)

SECTION 3.

Chapter 17, Article V, Reserved, of the Code of Ordinances of the City of Brenham is hereby repealed in its entirety.

SECTION 4.

Chapter 17, Article VI, Reserved, of the Code of Ordinances of the City of Brenham is hereby repealed in its entirety.

SECTION 5.

Chapter 17, Article V, of the Code of Ordinances of the City of Brenham is hereby amended to read as follows:

ARTICLE V. NOISE NUISANCES

Sec. 17-71. Definitions.

As used in this Article V, the following terms shall have the respective meanings ascribed in them:

Ambient noise shall mean the all-encompassing noise level associated with a given environment, being a composite of sounds from all sources at the location, constituting the normal or existing level of environment noise at a given location.

Daytime hours shall mean the hours between 7:00 a.m. on one day and 10:00 p.m. on the same day.

Db(A) shall mean the intensity of a sound expressed in decibels read from a sound level meter utilizing the A-level weighting scale and the slow meter response, as specified by the American National Standards Institute.

Decibel shall mean a logarithmic unit of measure used in describing the amplitude of sound, denoted as Db.

Emergency shall mean any occurrence or set of circumstances involving actual or imminent threat of physical trauma or property damage loss which demands immediate action.

Emergency work shall mean any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency, or which is otherwise necessary to restore property to a safe condition following a fire, accident or natural disaster, or which is required to protect persons or property from exposure to danger, or which is required to restore public utilities.

Nighttime hours shall mean the hours between 10:00 p.m. on one day and 7:00 a.m. on the following day.

Noise shall mean any sound which is unwanted by any person, or which causes, or tends to cause, an adverse psychological or physiological effect on human beings.

Person shall mean any individual, firm, association, partnership, corporation, or any other entity, public or private.

Plainly audible shall mean any sound which can be clearly heard. Determination of whether a sound is plainly audible shall be made without regard to the discernibility of words or phrases. Bass reverberations may be considered plainly audible.

Property line shall mean the line along the ground surface, and its vertical extension, which separates the real property owned, leased, or legally occupied by a person from that owned, leased or legally occupied by another person and the imaginary line which represents the legal limits of property of any person who owns, leases or otherwise legally occupies an apartment, condominium, hotel or motel room, office or any other type of occupancy.

Public right-of-way shall mean any street, avenue, boulevard, highway, road, thoroughfare, sidewalk, alley or any other property which is owned or controlled by a governmental entity.

Residential property shall mean any real property in the city limits used for human habitation and which contains living facilities, including provisions for sleeping, eating, cooking and sanitation, unless such premises are actually occupied and used primarily for purposes other than human habitation. To be considered residential for the purposes of this Chapter, the property must be in a R-1, R-2, R-3 or B-1 zone as defined in the Official Zoning Map of the City of Brenham, as it exists now or may in the future be revised.

Sound shall mean any pressure variation that can be detected by the human ear.

Sec. 17-72. Enforcement.

1. The Police Department shall have primary enforcement responsibility for the provisions of this Article V.
2. Enforcement of any provision of this Article V by the Police Department shall not prevent an authorized representative of the Development Services Department from making necessary inspections and tests to determine whether any provision of the City's Zoning Ordinance may also be violated, and to issue a notice of violation and/or abatement order for any such violation.

Sec. 17-73. Maximum permissible sound levels; declaration of nuisance.

1. No person, including but not limited to a property owner, tenant, user, or invitee, shall make, assist in making, or allow the production of a sound in the territorial limits of the City which, when measured as provided in this section, exceeds the applicable Db(A) level listed in Table 1 of this section. Any sound in violation of this section is declared to be a public nuisance.

Table 1. Limiting Sound Levels for Land Use Districts

Land Use	Time	Maximum Allowable Exterior Sound Level
Residential (R-1, R-2, R-3)	10:00 pm to 7:00 am	50 dB (A)
	7:00 am to 10:00 pm	55 dB (A)
Commercial-Mixed Use (B-1, B-2, B-3)	10:00 pm to 7:00 am	62 dB (A)
	7:00 am to 10:00 pm	62 dB (A)
Industrial (I)	10:00 pm to 7:00 am	85 dB (A)
	7:00 am to 10:00 pm	85 dB (A)

2. Whenever portions of this Article V prohibit sound over a certain decibel limit, measurement of said sound shall be made with a Type 1 or Type 2 sound level meter utilizing the A-weighting scale and the slow meter response as specified by the American National Standards Institute. Sound levels shall be measured in decibels and A-weighted.
3. Measurements of sound shall be taken so as to provide a proper representation of the sound being measured. The microphone of said meter shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. Measurements of sound shall be taken for at least one (1) minute. Measurements of sound shall be taken at the property line of the complaining person, at the point nearest as practicable to the source of the noise.
4. If the decibel level of a noise cannot be determined due to ambient noise from another source such as motor vehicle traffic, and such noise is not measurable over ambient noise, no violation of this section has occurred.
5. When a noise source can be identified and measured in more than one land use district, the maximum allowable exterior sound level limits of the more permissive district shall apply at the property line of the complaining person, at the point nearest as practicable to the source of the noise.

Sec. 17-74. Prohibited Acts.

The following acts are declared to be nuisances in violation of this section, regardless of whether the sound created is within the maximum allowable exterior sound levels specified in Section 17-73.

1. The operation of a sound amplifying device in a public park or public right-of-way so that the sound is plainly audible at fifty (50) feet or more from the sound amplifying device.

2. The operation of any loudspeaker or sound-amplifying equipment in or on any vehicle in or upon any street, alley, sidewalk, park or other public property so that the sound is plainly audible at a distance of fifty (50) feet or more from its source. This prohibition does not apply to emergency vehicles or individuals who possess a valid City of Brenham vendor's permit and are using the amplifying equipment to attract customers during daytime hours. It shall be presumed that the driver of any vehicle is the operator of the sound-making device(s).
3. The keeping of any animal or bird which is causing frequent or long-continued noise that disturbs the comfort and repose of any person of ordinary sensibilities near the property on which the animal or bird is being kept.
4. Yelling, shouting, whistling, or singing outdoors during nighttime hours.
5. The use of any motor vehicle or motorcycle so out of repair, so loaded, or so noisy that it creates loud and unreasonable grating, grinding, rattling or any other loud and unreasonable sound.

Sec. 17-75. Exceptions.

The following exceptions shall apply to any offense established in this Article V:

1. The sound was produced for the purpose of alerting people to the existence of an emergency, danger, or attempted crime. This exception applies to a vehicle theft alarm only when it is properly installed and maintained.
2. The sound was produced by emergency work.
3. The sound was produced by a commercial vehicle engaged in garbage collection.
4. The sound was created by an event sponsored or cosponsored, or permitted by the City, or by spectators and participants of the event.
5. The sound was created by a pyrotechnic display authorized by the Fire Marshal.
6. The sound was created by an event authorized by the city which is held at the Dr. Bobbie M. Dietrich Memorial Amphitheater located in Hohlt Park.
7. The sound was produced by the erection, excavation, construction, demolition, alteration, or repair work, or the permitting or causing thereof, of any building or other structure, or the operation or the permitting or causing the operation of any tools or equipment used in any such activity conducted during daytime hours.
8. The sound was produced by an aircraft in flight or in operation at the Brenham Municipal Airport, or railroad equipment in operation on railroad rights-of-way.
9. The sound was produced from operating or permitting the operation of any mechanically powered saw, drill, sander, router, grinder, lawn or garden tool, lawn mower, or any other similar device used during daytime hours for the maintenance or upkeep of the property on which it was used.

10. The sound emanates from properly maintained residential air conditioning systems, refrigeration systems or associated equipment.
11. The sound was produced by construction work in public rights-of-way or easements by the City or the Texas Department of Transportation.
12. The sound was created by a school or school-sponsored athletic event.
13. The sound was produced by an event at the Washington County Expo Center.

Sec. 17-76. Music Venues.

Notwithstanding any provision of Section 17-73 or 17-74, persons utilizing sound amplifying equipment to amplify a live musician or band on a property for which such entertainment is an allowed use under the City of Brenham Zoning Ordinance, may operate such equipment after 10:00 a.m. or before 12:00 a.m. The music shall produce no more than 85dB(A) when measured as provided in Section 17-3.

Sec. 17-77. Noise permit required for use of outdoor sound amplification.

Except as provided by Section 17-75 or 17-76, no person shall use or cause to be used any loudspeaker, loudspeaker system, sound amplifier, or any other machine or device that produces, reproduces, or amplifies sound outside of buildings or other enclosed structures in a manner that exceeds the maximum allowable exterior sound levels specified in section 17-73, when measured from the property where the sound is being received, without first obtaining a noise permit to do so. A noise permit may be granted only for the amplification of music or human speech, or both.

1. The permit:
 - a) May be obtained by making application to the director of the city department so designated by the City Manager at least thirty (30) days prior to the scheduled event;
 - b) Requires payment of a fee established by the City Manager or his or her designee, for the administrative costs of issuing the permit;
 - c) Shall not authorize, allow, or otherwise permit the production, reproduction, or amplification of sound that exceeds 85 dB(A) when measured from the property line of the nearest receiving residential property;
 - d) Shall not authorize a permanent or ongoing exception to Section 17-73 or 17-74 or otherwise issue for a term of more than seventy-two (72) hours;
 - e) Application shall contain the date of the application, the date and hours for which the permit is requested; and the name, address, and telephone number of the applicant;
 - f) Application shall contain the name and address of the person who will have charge of the sound amplifying equipment;
 - g) Application shall contain the purpose for which the sound equipment will be used;
 - h) Application shall contain the address and a description of the location where the sound equipment will be used, and

- i) Application shall contain a description of the type of sound amplifying equipment to be used.
2. The individual who applies for a noise permit must remain on site during the permitted event and be able to answer the telephone at the number provided on the application. The applicant is responsible for ensuring that all participants comply with the terms of the permit.
3. A noise permit may be revoked or limited in scope by a City of Brenham police officer during a permitted event if in the opinion of the officer, such limitation is necessary for public health, safety, welfare or order. Failure by the applicant or his or her agents to promptly comply with such a limitation or revocation is a violation subject to the penalties in Section 17-80.
4. The City may require the applicant to notify residents and businesses in proximity to the proposed event as a condition of a permit. In such case, the City will provide a list of addresses to which a notice must be sent. The applicant will be required to certify to the city that the required notices have been sent. Failure to provide such certification will result in revocation of a noise permit.
5. If an application for a noise permit is denied by staff, the reason for denial will be provided to the applicant in writing. The applicant may appeal the denial to City Council by delivering a written request to the City Manager's office. Reasons for denial may include but are not limited to:
 - a) The application was not received at least thirty (30) days prior to the scheduled event;
 - b) The application did not contain all the required information;
 - c) The proposed activity would be an unreasonable burden to neighboring residents or business owners;
 - d) The applicant has had prior noise violations or has failed to comply with police instructions or,
 - e) Prior events sponsored by the person or the organization he or she represents have resulted in multiple citizen complaints and/or calls to emergency dispatch.

Sec. 17-78. Free Speech

This Article V shall not be administered or enforced in such a way as to directly or indirectly limit a citizen's rights guaranteed under the First Amendment of the Constitution of the United States of America. Permits shall not be refused based on the content of speech or the political, social or religious views of the applicant. In enacting this Article V, it is the intent of City Council to regulate only the time, place, and manner of speech in the interest of public health, safety and welfare.

Sec. 17-79. Presumptions.

When noise in violation of Section 17-73 or 17-74 originates from a property, and the person creating the noise cannot be ascertained, it shall be presumed that the property owner and/or tenant is the person who committed the violation.

Sec. 17-80. Violations; penalties; affirmative defenses.

1. Any person violating Section 17-73 or 17-74 is guilty of a class C misdemeanor and upon first conviction shall be fined in an amount not less than one dollar (\$1.00) and not more than five hundred dollars (\$500.00), plus costs. The penalty shall increase by fifty dollars (\$50.00) for each subsequent violation, up to a maximum penalty of two thousand dollars (\$2,000.00) per violation. Each occurrence of any violation shall constitute a separate offense.
2. The penalty provided for herein shall be in addition to any other legal remedies available to the city to prevent and prohibit any such violation of this article. The city may institute any appropriate administrative action or proceeding or any action at law or equity to require compliance with the provisions of this article.
3. If a person's conduct would otherwise violate Section 17-73 or 17-74, it is an affirmative defense to prosecution that:
 - a) The first order given by a police officer to discontinue the conduct was promptly obeyed and the violation was not repeated; or
 - b) The production of the sound was not directly under the control of the property owner, tenant, user, or invitee.

SECTION 6.
SAVINGS CLAUSE

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7.
SEVERABILITY

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

SECTION 8.
REPEALER

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

SECTION 9.
EFFECTIVE DATE

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

SECTION 10.
PROPER NOTICE AND MEETINGS

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

PASSED AND APPROVED, on its first reading on the 1st day of June, 2023.

PASSED AND APPROVED, on its second reading on the 15th day of June, 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 5-D.

Agenda Item: Approve a Noise Variance from Margaret Moore for a Birthday Party to be Held on June 17, 2023, at 701 Parkview Street from 12:00 p.m. to 11:00 p.m.

Meeting Type: Regular Meeting-June 15, 2023

Department: Public Works

Staff Contact: JoAnne Hynes

SUMMARY STATEMENT:

Margaret Moore will be having her 71st Birthday Party on June 17, 2023, at her residence from 12:00 p.m. to 11:00 p.m. There will be music via speakers, therefore, a noise variance is required. Ms. Moore has had this annual event for many years, and it has never generated complaints from neighbors or other issues. Staff recommends approval of this request.

ATTACHMENTS:

(1) Noise Variance Request

RECOMMENDED ACTION:

Approve a nose variance from Margaret Moore for a birthday party to be held on June 17, 2023, at 701 Parkview Street from 12:00 p.m. to 11:00 p.m.



Noise Variance Request

For: Birthday Party

Name of sponsoring organization: Margaret Moore

Your Contact Information

Name: Margaret Moore

Phone: 979.347.7769

Email:

Event Details

Event Name: Birthday Party

Purpose: Birthday Party

Location: 701 Parkview Apt 19B

Date: 06.17.23

Time: Noon – 11pm

Setup From: 10am

To: 11:30 pm

Clean up From: 11pm

To: 11:30 pm

Types of activities planned and any additional information specific to this event: food, music

Describe activities at this event that require the variance to the noise ordinance: music

Will you use sound amplification equipment? speakers

Cleanup Provisions: family will clean up

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any court? No

Please identify the offence, State of conviction and penalty imposed:

Approved by City Council on:



Regular City Council
AGENDA ITEM 6.

Agenda Item: Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading for the Creation of Reinvestment Zone Number 49 Requested by Valmont Industries, Inc. for Commercial Tax Phase-In Incentive on That Certain 80.088 Acres of Land, Generally Located at 2551 Valmont Dr., Brenham, Texas, Being More Fully Described in Exhibit “A” of the Ordinance Creating Reinvestment Zone 49, and Designating This Property as Qualifying for Tax Phase-In

Meeting Type: Regular Meeting-June 15, 2023

Department: Economic Development

Staff Contact: Teresa Rosales

SUMMARY STATEMENT:

Valmont Industries, Inc. is a manufacturing company operating under two main business segments: infrastructure and agriculture. The Company desires to expand its Brenham, Texas production operation which would result in increased capacity across Valmont's three product lines. They are located on 80 acres at 2551 Valmont Drive and employ 232 people.

Valmont Industries, Inc. is renovating an existing structure to house \$38.05 million in new equipment. The improvements and new equipment would expand the site's manufacturing production by approximately 50%.

By 2025, they expect to have 398 employees in the Brenham location.

ATTACHMENTS:

- (1) Ordinance for First Reading
- (2) Exhibit A to Ordinance

RECOMMENDED ACTION:

Approve an Ordinance on its first reading for the creation of Reinvestment Zone Number 49 requested by Valmont Industries, Inc. for Commercial Tax Phase-In incentive on that certain 80.088 acres of land, generally located at 2551 Valmont Dr., Brenham, Texas, being more fully described in Exhibit “A” of the Ordinance creating Reinvestment Zone 49, and designating this property as qualifying for Tax Phase-In

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING ALL OF THAT CERTAIN 80.088 ACRE TRACT OR PARCEL OF LAND LYING AND BEING PART OF THE J. CARRINGTON SURVEY, A-120, CONTAINING 14.888 ACRES AND BEING THE SAME TRACT OF LAND CONVEYED TO AMERICAN LIGHTING STANDARDS CORPORATION BY DEED DATED AUGUST 11, 1975, AS RECORDED IN VOLUME 338, PAGE 789, IN SAID OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, AND ALSO CONTAINING 65.200 ACRES OF LAND OUT OF THE J. CARRINGTON LEAGUE, A-120, AND BEING A RESIDUE OF THE 95.578 ACRE TRACT DESCRIBED IN A DEED FROM LINDA GIDDINGS ANDERSON TO AMERICAN LIGHTING STANDARDS CORPORATION, DATED NOVEMBER 4, 1974 AND RECORDED IN VOLUME 332, PAGE 314, IN SAID OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS AND SAID PROPERTY BEING LOCATED AT 2551 VALMONT DR., BRENHAM, TEXAS, AND SAID PROPERTY BOUNDARIES BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, AS REINVESTMENT ZONE NUMBER FORTY-NINE FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS AS PROVIDED IN CHAPTER 312, TEXAS TAX CODE; ESTABLISHING THE NUMBER OF YEARS FOR THE ZONE, AUTHORIZING AN AGREEMENT FOR EXEMPTION FROM TAXATION THE INCREASE IN VALUE OF CERTAIN PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, on the 15th day of June 2023, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Forty-Nine. The notice of such hearing was published on June 8, 2023, such date being not later than the seventh day before the date of the public hearing; and

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

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

WHEREAS, the designation of the proposed reinvestment zone is consistent with the City's policies adopted by Council Resolution No. R-23-015 on the 5th day of May 2023, and will benefit the land included within the Reinvestment Zone after the expiration of the Agreement; and

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

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

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

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

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

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

- b) That the City has jurisdiction to hold and conduct said public hearing on the creation of the proposed reinvestment zone pursuant to the Act; and
- c) That creation of the proposed reinvestment zone with boundaries described herein will result in improvements made after the passage of this Ordinance and the execution of tax phase-in agreements, that are feasible and practical and will benefit the City, its residents and property owners in the reinvestment zone; and
- d) That the proposed designation will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investments to the zone that would be a benefit to the property and contribute to economic development of the City.

Section 3. That the City hereby creates Reinvestment Zone Number Forty-Nine, consisting of total of 80.088 acres of land, containing 14.888 acres out of the J. Carrington Survey, A-120 and being the property conveyed to American Lighting Standards Corporation by deed dated August 11, 1975, as recorded in Volume 338, Page 789, Deed Records of Washington County, Texas, and also containing 65.200 acres out of the J. Carrington League, A-120 and being a residue of the 95.578 acre tract described in a deed from Linda Giddings Anderson to American Lighting Standards Corporation, dated November 4, 1974 and recorded in Volume 332, Page 314, Deed Records of Washington County, Texas, said property being located at 12551 Valmont Dr., Brenham, Texas, and said property boundaries being more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes, and such reinvestment zone shall hereafter be identified as Reinvestment Zone Number Forty-Nine for Commercial Tax Phase-In, City of Brenham, Texas.

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

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

- Section 6.** That said designation of Reinvestment Zone Number Forty-Nine for Commercial Tax Phase-In and the written agreement thereof are in accordance with the City of Brenham’s “Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises” and will be a benefit to the land which will be included within the Reinvestment Zone and to the City of Brenham after the expiration of the agreement.
- Section 7.** That if any provision of this Ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part of it.
- Section 8.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED, on its first reading this the ____ day of June 2023.

PASSED AND APPROVED, on its second reading this the ____ day of July 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT “A”

All of that certain 80.088 acre tract of land, containing 14.888 acres out of the J. Carrington Survey, A-120 and being the property conveyed to American Lighting Standards Corporation by deed dated August 11, 1975, as recorded in Volume 338, Page 789, Deed Records of Washington County, Texas, and also containing 65.200 acres out of the J. Carrington League, A-120 and being a residue of the 95.578 acre tract described in a deed from Linda Giddings Anderson to American Lighting Standards Corporation, dated November 4, 1974 and recorded in Volume 332, Page 314, Deed Records of Washington County, Texas.



Regular City Council
AGENDA ITEM 7.

Agenda Item: Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading for the Creation of Reinvestment Zone Number 50 Requested by North Park Development, LLC for Commercial Tax Phase-In Incentive on That Certain 2.998 Acres of Land, Generally Located at 1809 N. Park Street, Brenham, Texas, Being More Fully Described in Exhibit “A” of the Ordinance Creating Reinvestment Zone 50, and Designating This Property as Qualifying for Tax Phase-In

Meeting Type: Regular Meeting-June 15, 2023

Department: Economic Development

Staff Contact: Teresa Rosales

SUMMARY STATEMENT:

PlanNorth LLC dba PlanNorth Architectural Co. was established in 2010 and has 12 employees at their 107 S. Baylor Street location. Their continued growth and recognition as an entrepreneurial leader has necessitated an office expansion to a new location. The project is the construction of a 7,600 square foot brick building located at 1809 N. Park Street.

Their current average annual wage is \$67,780 and they expect that to rise over the next 10 years to \$88,450.

ATTACHMENTS:

- (1) Ordinance for First Reading
- (2) Exhibit A to Ordinance

RECOMMENDED ACTION:

Approve an Ordinance on its first reading for the creation of Reinvestment Zone Number 50 requested by North Park Development, LLC for Commercial Tax Phase-In incentive on that certain 2.998 acres of land, generally located at 1809 N. Park Street, Brenham, Texas, being more fully described in Exhibit 'A' of the Ordinance creating Reinvestment Zone 50, and designating this property as qualifying to Tax Phase-In.

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING ALL OF THAT CERTAIN 2.998 ACRE TRACT OR PARCEL OF LAND LYING AND BEING PART OF THE ARRABELLA HARRINGTON SURVEY, A-55, BEING THE SAME PROPERTY DESCRIBED IN THE DEED FROM RALPH TODD POEHLMANN TO NORTH PARK DEVELOPMENT, LLC, DATED JUNE 30, 2022, AS RECORDED IN VOLUME 1848, PAGE 352, IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, SAID PROPERTY BEING LOCATED AT 1809 N. PARK STREET, BRENHAM, TEXAS, AND SAID PROPERTY BOUNDARIES BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, AS REINVESTMENT ZONE NUMBER FIFTY FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS AS PROVIDED IN CHAPTER 312, TEXAS TAX CODE; ESTABLISHING THE NUMBER OF YEARS FOR THE ZONE, AUTHORIZING AN AGREEMENT FOR EXEMPTION FROM TAXATION THE INCREASE IN VALUE OF CERTAIN PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, on the 15th day of June 2023, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Fifty. The notice of such hearing was published on June 8, 2023, such date being not later than the seventh day before the date of the public hearing; and

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

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

WHEREAS, the designation of the proposed reinvestment zone is consistent with the City's policies adopted by Council Resolution No. R-23-015 on the 4th day of May 2023, and will benefit the land included within the Reinvestment Zone after the expiration of the Agreement; and

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

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

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

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

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

- a) That the public hearing on the adoption of the reinvestment zone under the provisions of the Act has been properly called, held and conducted and that notice of such hearing has been published as required by law and has been sent to the respective taxing units within the proposed reinvestment zone; and
- b) That the City has jurisdiction to hold and conduct said public hearing on the creation of the proposed reinvestment zone pursuant to the Act; and
- c) That creation of the proposed reinvestment zone with boundaries described herein will result in improvements made after the passage of this Ordinance and the execution of tax phase-in agreements, that are feasible and practical and will benefit the City, its residents and property owners in the reinvestment zone; and

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

Section 3. That the City hereby creates Reinvestment Zone Number Fifty, designated as all of that certain 2.998 acre tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas, part of the Arrabella Harrington Survey, A-55, being the same land described in a deed dated June 30, 2022 from Ralph Todd Poehlmann to North Park Development LLC, as recorded in Volume 1848, Page 352, in the Official Records of Washington County, Texas, said property being located at 1809 N. Park Street, Brenham, Texas, and said property boundaries being more fully described in Exhibit “A” attached hereto and incorporated herein for all purposes, and such reinvestment zone shall hereafter be identified as Reinvestment Zone Number Fifty for Commercial Tax Phase-In, City of Brenham, Texas.

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

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

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

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

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

PASSED AND APPROVED, on its first reading this the _____ day of June 2023.

PASSED AND APPROVED, on its second reading this the ____ day of July 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT “A”

All of that certain 2.998-acre tract of land lying and being situated in the City of Brenham, Washington County, Texas, part of the Arrabella Harrington Survey, A-55, and being the same property described in a Deed dated June 30, 2022 from Ralph Todd Poehlmann to North Park Development, LLC as recorded in Volume 1848, Page 352, Official Records of Washington County, Texas.



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon Approval of Ordinance No. O-23-020 of the City of Brenham, Texas, Authorizing the Issuance and Sale of City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023, Levying a Tax in Payment Thereof; Authorizing the Execution and Delivery of a Purchase Agreement and a Paying/Agent Registrar Agreement; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

Meeting Type: Regular Meeting-June 15, 2023

Department: Finance

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

The City Council approved Resolution No. R-23-013 on April 20, 2023 giving notice of intention to issue Certificates of Obligation at the meeting today. The Notice was published for two consecutive weeks in the local newspaper and has been posted continuously on the City's website for at least forty-five (45) days before the passage of the ordinance authorizing the issuance of the Certificates. The City has complied with all public notices and the Council can consider action of this item.

The proceeds from the sale of these Certificates of Obligation in the amount not to exceed \$10 million will be used for the following purposes: (1) construction of, and improvements to, City streets, sidewalks and drainage, including in each case the acquisition of land and rights-of-way in connection therewith; (2) acquisition, construction and equipping of a new fire station, including acquisition of land and rights-of-way in connection therewith; and (3) professional services incurred in connection with items (1) and (2), and to pay the costs incurred in connection with the issuance of the Certificates.

The City's financial advisor, Jennifer Ritter, of Specialized Public Finance, will bring a presentation summarizing the official bids for the sale of the bonds. Our bond counsel, Bracewell, LLP, will also have the Ordinance complete with pricing. An ordinance involved with financing only requires a single reading.

ATTACHMENTS:

- (1) Ordinance No. O-23-020
- (2) Resolution No. R-23-013

RECOMMENDED ACTION:

Approve Ordinance No. O-23-020 of the City of Brenham, Texas, authorizing the issuance and sale of City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023, levying a tax in payment thereof; authorizing the execution and delivery of a purchase agreement and paying/agent registrar agreement; approving the official statement; and enacting other provisions relating thereto.

ORDINANCE No. O-23-020

ORDINANCE

AUTHORIZING THE
ISSUANCE OF

CITY OF BRENHAM, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION,
SERIES 2023

Adopted: June 15, 2023

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF BRENHAM, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended, the City of Brenham, Texas (the "City"), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the City, in combination with all or a part of certain surplus revenues of the City's combined utility system remaining after payment of any obligations of the City payable in whole or in part from a lien or pledge of such revenues that would be superior to the obligations to be authorized herein as authorized by Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its residents that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City's website in accordance with the laws of the State of Texas; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Business Day” means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

“Certificate” means any of the Certificates.

“Certificates” means the City’s obligations authorized to be issued by Section 3.01 of this Ordinance and designated as “City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023.”

“City” means the City of Brenham, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means the date of the Certificates designated in Section 3.02(a).

“Designated Payment/Transfer Office” means, with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the Initial Certificate authorized by Section 3.04 of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15, commencing August 15, 2023.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the gross revenues of the System less the expenses of operation and maintenance as said expenses are defined by Chapter 1502, Texas Government Code, as amended.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially, The Bank of New York Mellon Trust Company, National Association, Dallas, Texas, or any successor thereto as provided in this Ordinance.

“Prior Lien Bonds” means any and all bonds or other obligations of the City presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Net Revenues or by a lien on and pledge of the Net Revenues subordinate to a first lien and pledge of such Net Revenues but superior to the lien and pledge of the Surplus Revenues made for the Certificates.

“Project” means the purposes for which the Certificates are issued as set forth in Section 3.01.

“Purchaser” means the purchaser of the Certificates identified in Section 7.01(a).

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the bond register specified in Section 3.06(a) of this Ordinance.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b) of this Ordinance.

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b) of this Ordinance.

“Surplus Revenues” means the Net Revenues of the System in an amount equal to \$1,000 remaining after payment of all debt service, reserve, and other requirements in connection with the City’s Prior Lien Bonds.

“System” as used in this Ordinance means the City’s combined utility system, including all present and future additions, extensions, replacements, and improvements thereto.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Certificates as the same come due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates after the applicable payment or redemption date.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The amount of taxes to be provided annually for the payment of principal of and interest on the Certificates shall be determined in the manner provided in this Section 2.01.

(e) The City's annual budget shall reflect (i) the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year, (ii) the amount on deposit in the Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year), and (iii) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Certificates during the next succeeding Fiscal Year.

(f) The amount required to be provided in the succeeding Fiscal Year from ad valorem taxes shall be the amount, if any, the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year exceeds the sum of (i) the amount shown to be on

deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Surplus Revenues shown to be budgeted and available for payment of said debt service requirements.

(g) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, set an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year.

(h) The City hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the Certificates, as the same become due.

Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Brenham, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023, Interest and Sinking Fund" (the "Interest and Sinking Fund"), said fund or account to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Brenham, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023," are hereby authorized to be issued and delivered in accordance with the laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code. The Certificates shall be issued in the aggregate principal amount of \$_____ for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (a)(1) construction of, and improvements to, City streets, sidewalks and drainage, including in each case the acquisition of land and rights-of-way in connection therewith; (2) acquisition, construction and equipping of a new fire station, including acquisition of land and rights-of-way in connection therewith; and (collectively, the "Project"); and (3) professional services incurred in connection with items (1) and (2), and to pay the costs incurred in connection with the issuance of the Certificates.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated July 11, 2023. The Certificates shall be issued in fully registered form, without coupons, in authorized denominations of \$5,000 or any integral multiple thereof, and shall be numbered separately from one (1) upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts and shall bear interest at the per annum interest rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2023	\$ _____	_____ %	2034	\$ _____	_____ %
2024			2035		
2025			2036		
2026			2037		
2027			2038		
2028			2039		
2029			2040		
2030			2041		
2031			2042		
2032			2043		
2033					

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity or prior redemption, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Certificates shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate

appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Certificate shall be paid by check, dated as of the Interest Payment Date, and mailed on or before such Interest Payment Date, by first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner; provided, however, that such Owner shall bear all risk and expense of such other customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, such money shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installments to the Purchaser, or its designee, executed by the manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Purchaser one registered definitive Certificate for each year of maturity of the Certificates in the aggregate principal amount of all Certificates for such maturity bearing interest at the same per annum rate, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such obligation is registered on the Record Date or Special Record Date, as applicable), whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office with such endorsement or

other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.07. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Certificates in accordance with the record retention policies of the Paying Agent/Registrar.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Certificates in temporary form and shall authenticate and deliver in exchange therefor Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate if it has become due and payable or may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry Only System.

The definitive Certificates shall be initially issued in the form of a separate typewritten fully registered Certificate for each of the maturities thereof bearing interest at the same per annum rate. Upon initial issuance, the ownership of such Certificates shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of all matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in DTC's then current operational procedures.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Certificates maturing on and after August 15, 20__, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof before their respective scheduled maturity dates, on August 15, 20__, or on any date thereafter, such redemption date or dates to be fixed by the City, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date of redemption.

(b) If less than all of the Certificates are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Certificates stated to mature on August 15, 20__ (the "Term Certificates") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on August 15 in the years and in the respective principal amounts as set forth in the following schedule:

Term Certificates Maturing August 15, 20__

Redemption Date (August 15)	Principal Amount
20__	\$ _____
20__*	_____

* Stated maturity.

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(b) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and

deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to a conditional notice of redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional notice of redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or

otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, and subject to the provisions of Section 4.05(c), the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City fails to make provision for the payment of the principal thereof or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, or rescinds the notice of redemption, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Mellon Trust Company, National Association, is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented at this meeting, the form, terms and provisions of which are hereby approved.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Certificate, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an

opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, to accompany the Initial Certificate, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificates.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

CITY OF BRENHAM, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2023

INTEREST RATE	MATURITY DATE	CLOSING DATE	DATED DATE	CUSIP NUMBER
_____%	August 15, 20__	_____	July 11, 2023	_____

The City of Brenham, Texas (the "City"), in the County of Washington, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of
_____ DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing August 15, 2023, until stated maturity or prior redemption.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the designated office in Dallas, Texas, of The Bank of New York Mellon Trust Company, National Association, as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed on or before such interest payment date, by first class United States mail, postage prepaid, by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is one of a series of fully registered obligations specified in the title hereof issued in the aggregate principal amount of \$ _____ (herein referred to as the "Certificates"), dated as of July 11, 2023, issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for authorized

public improvements (the "Project"), as described in the Ordinance, and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

The City has reserved the option to redeem the Certificates maturing on or after August 15, 20__ in whole or in part before their respective scheduled maturity dates, on August 15, 20__ or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Certificates stated to mature on August 15, 20__ (the "Term Certificates") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on August 15 in the years and in the respective principal amounts as set forth in the Ordinance.

At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed and shall call such Term Certificates for redemption on such scheduled mandatory redemption date.

The principal amount of the Term Certificates required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to an optional redemption and not previously credited to a mandatory sinking fund redemption.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; and, from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

In the Ordinance, the City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law,

no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to a conditional notice of redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional notice of redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the "Record Date" or "Special Record Date," as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the City, nor the Paying Agent/Registrar nor any other person shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law and that all acts, conditions and things required to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Certificates, within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as

defined in the Ordinance, derived by the City from the operation of its water and wastewater system in an amount limited to \$1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

City Secretary
City of Brenham, Texas

Mayor
City of Brenham, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS §
OF THE STATE OF TEXAS §

REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of public Accounts of the State of Texas.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, NATIONAL
ASSOCIATION,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address and zip code of transferee): _____

(Social Security or other identifying number: (_____))
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____
Signature Guaranteed By: _____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Authorized Signatory

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the words "CUSIP NUMBER" deleted; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth with the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
(Information to be inserted from schedule in Section 3.02 of this Ordinance)		

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect as regards the

legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.05. Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates may be printed on or attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES;
DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.01. Sale of Certificates.

(a) The Certificates are hereby sold and awarded and shall be delivered to _____ (the "Purchaser") at the price equal to the principal amount thereof plus a cash premium of \$ _____. It is hereby found and determined that the bid of the Purchaser conforms to the requirements of the conditions for sale and produces the lowest true interest cost rate to the City. The Certificates shall be initially registered in the name of the Purchaser or its designee.

(b) All officers of the City are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem appropriate in order to consummate the delivery of the Certificates. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Certificates or (ii) \$9,500.

(c) The obligation of the Purchaser to accept delivery of the Certificates is subject to the Purchaser being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the City, which opinion shall be dated and delivered on the Closing Date.

Section 7.02. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) Certificate proceeds in the amount of \$_____ shall be used for the purposes set forth in Section 3.01.

(b) Certificate proceeds in the amount of \$_____ shall be used to pay the costs of issuance provided that any amount remaining after the payment of paying costs of issuance shall be deposited for the purposes described in subsection (a) above.

(c) Any Certificate proceeds not used for the purposes described in subsections (a) and (b) above shall be deposited to the Interest and Sinking Fund.

Section 7.03. Control and Delivery of Certificates.

(a) The Mayor of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Certificates shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.04. Official Statement.

The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Mayor and City Secretary of the City are hereby authorized and directed to execute the same and to deliver or cause to be delivered appropriate numbers of copies thereof to the Purchaser. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The use and distribution of the Preliminary Official Statement in the public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Official

Statement and the preliminary public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.02 hereof shall be credited to the fund or account where deposited until completion of the Project; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date for the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be "private activity bonds" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be "hedge bonds" within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be "arbitrage bonds" within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by

the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

Section 9.04. Qualified Tax-Exempt Obligations.

The City hereby designates the Certificates as “qualified tax-exempt obligations” for purposes of section 265(b) of the Code. In connection therewith, the City represents (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2023, including the Certificates, that have been designated as “qualified tax-exempt obligations” under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of its tax-exempt obligations that will be issued by the City during calendar year 2023, including the Certificates, will not exceed \$10,000,000. For purposes of this Section 9.04, the term “tax-exempt obligations” does not include (i) “private activity bonds” within the meaning of section 141 of the Code, other than “qualified 501(c)(3) bonds” within the meaning of section 145 of the Code or (ii) obligations issued to currently refund any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation. In addition, for purposes of this Section 9.04, the City includes all entities that are aggregated with the City under the Code.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The Certificates may be refunded, discharged or defeased in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to the MSRB.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02. Event Notices.

(a) The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and in not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;

- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (xv) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (A) any event described in the immediately preceding clause (xii) in this Section is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or

governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the City, and (B) the City intends the words used in the immediately preceding clauses (xv) and (xvi) in this Section and in the definition of Financial Obligation in Section 1.01 to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Certificates no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted a purchaser to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriter of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

AMENDMENTS TO ORDINANCE

Section 13.01. Amendments of Ordinance.

The City may, without the consent of or notice to the Owners, from time to time and at any time amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of a majority in aggregate principal amount of the Certificates then outstanding, amend, add to or rescind any of the provisions of this Ordinance; provided, that, without the consent of the Owners of all Certificates then outstanding, no such amendment, addition, or rescission shall:

- (a) affect the rights of the Owners of less than all of the Certificates then outstanding;
- (b) make any change in the maturities of the Certificates;
- (c) reduce the rate of interest borne by any of the Certificates;
- (d) reduce the amount of the principal payable on the Certificates;

(e) modify the terms of payment of principal of or interest on the Certificates or impose any conditions with respect to such payment; or

(f) change the minimum percentage of the principal amount of Certificates necessary for consent to such amendment.

Certificates owned or held by or for the account of or for the benefit of the City shall not be deemed to be outstanding for the purpose of amending this Ordinance.

Section 13.02. Notice and Adoption of Amendment.

If the City desires to amend this Ordinance and such amendment requires the consent of the Owners pursuant to Section 13.01, the City shall cause notice of the proposed amendment to be given in writing to each Owner of Certificates then outstanding. If, within thirty (30) days, or such longer period as shall be prescribed by the City, following the giving of such notice, the Owners of Certificates then outstanding in the aggregate principal amount required by Section 13.01 shall have consented to the amendment as herein provided, no Owner of a Certificate shall have any right to object to any of the terms and provisions contained therein, or in any manner to question the propriety of the execution thereof, and all the rights of all Owners of Certificates shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such amendment.

Section 13.03. Consent of Owner Irrevocable.

Any consent given by any Owner of a Certificate pursuant to the provisions of this Article shall be irrevocable and binding on all future Owners of the same Certificates from the date of such consent.

Section 13.04. Nonsubstantive Changes.

The Mayor and the City Manager, in consultation with the City's Bond Counsel, is hereby authorized and directed to approve such nonsubstantive changes to this Ordinance as may be required by the Attorney General of Texas in his approval of the Certificates herein authorized.

ARTICLE XIV

ADDITIONAL MATTERS

Section 14.01. Effective Immediately.

Notwithstanding any provision of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

Section 14.02. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 14.03. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 14.04. Open to the Public. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

PASSED, APPROVED AND ADOPTED this June 15, 2023.

Atwood C. Kenjura
City of Brenham, Texas

ATTEST:

Jeana Bellinger, TRMC, City Secretary
City of Brenham, Texas

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded Fiscal Year.
2. Statistical and financial data set forth in Tables numbered 1 through 4 and 6 through 9, each inclusive.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

RESOLUTION NO. R-23-013

A RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Brenham, Texas (the "City"), deems it advisable to issue certificates of obligation (the "Certificates") of the City in accordance with the notice hereinafter set forth;

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

Section 1. The findings, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City's intention to issue the Certificates (the "Notice").

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 5. The City Manager, Director of Finance and all other appropriate officials of the City, the City's financial advisor, Specialized Public Finance, Inc., and bond counsel, Bracewell LLP, are authorized and directed to proceed with the preparation of all necessary documents and to make all necessary arrangements for the authorization and sale of the Certificates at a future meeting of the City Council of the City.

Section 6. The Mayor, City Manager, Director of Finance, City Secretary, and all other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 7. This resolution shall take effect immediately from and after its passage by the City Council of the City.

PASSED AND APPROVED this 20th day of April, 2023.



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

ATTEST:

Jeana Bellinger
Jeana Bellinger, TRMC, CMC, City Secretary

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Brenham, Texas (the "City"), will meet at 200 W. Vulcan, Brenham, Texas at 1:00 p.m. on the 15th day of June, 2023, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation (the "Certificates"), in the maximum aggregate principal amount not to exceed TEN MILLION DOLLARS (\$10,000,000), payable from ad valorem taxes and from a limited pledge of certain surplus revenues of the City's combined utility system in an amount not to exceed \$1,000, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with the (1) construction of, and improvements to, City streets, sidewalks and drainage, including in each case the acquisition of land and rights-of-way in connection therewith; (2) acquisition, construction and equipping of a new fire station, including acquisition of land and rights-of-way in connection therewith; and (3) professional services incurred in connection with items (1) and (2), and to pay the costs incurred in connection with the issuance of the Certificates. The estimated combined principal and interest required to pay the Certificates on time and in full is \$15,158,222. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 5.00%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting a resolution adopted by City Council on April 20, 2023, which resolution is available from the City upon request) is \$18,091,099, and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$21,892,538.

WITNESS MY HAND, this 20th day of April, 2023.



Jeana Bellinger, TRMC, CMC
City Secretary
City of Brenham, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

**Principal Amount
Designated as Self
Supporting**

Series Designation

\$14,413,901

Series 2011 and 2016 General Obligation Refunding Bonds, and portions of Series 2016, 2017, 2019, 2020 and 2022 Certificates of Obligation



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-021 Adopting a Commercial Tax Phase-In Agreement Between the City of Brenham and Stanpac USA, LLC

Meeting Type: Regular Meeting-June 15, 2023

Department: Economic Development

Staff Contact: Teresa Rosales

SUMMARY STATEMENT:

Stanpac USA, LLC manufactures paper packaging for the ice cream industry. The business was established in 2008 and currently employs 249 employees at its Brenham location at 801 Mangrum Street.

With the purchase of new equipment, Stanpac USA, LCC has an opportunity to expand its product offering to include 'Food Service' products (paper coffee cups). They anticipate an additional 10 employees and a doubling of sales to \$12,000,000 within a few years.

ATTACHMENTS:

- (1) Resolution No. R23-021
- (2) Stanpac Tax Phase-In Agreement

RECOMMENDED ACTION:

Approve Resolution No. R-23-021 adopting a Commercial Tax Phase-In Agreement between the City of Brenham and Stanpac USA, LLC.

RESOLUTION NO. R-23-021

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

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

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

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

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

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

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

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

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

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

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

RESOLVED this 15th day of June, 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

"EXHIBIT A"

AGREEMENT FOR DEVELOPMENT AND TAX PHASE-IN IN REINVESTMENT ZONE NO. 43 FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS

THE STATE OF TEXAS

COUNTY OF WASHINGTON

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

WITNESSETH:

The City Council of the City of Brenham, Texas, ("COUNCIL") on February 20, 1992, adopted by resolution a policy for the creation of tax abatement zones in the City of Brenham ("POLICY"). Said POLICY was amended by COUNCIL on April 2, 1992, amended on June 4, 1992, and re-adopted on December 1, 1994, November 20, 1997, October 21, 1999, November 1, 2001, January 15, 2004, December 20, 2007, December 17, 2009, December 15, 2011, December 5, 2013, February 18, 2016 (as amended), December 7, 2017, December 19, 2019, and on May 4, 2023 (entitled "City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises"). Said POLICY is attached hereto as Exhibit "A" and incorporated herein for all purposes. On September 20, 2018, the COUNCIL, by Ordinance, established Reinvestment Zone No. 43 for Commercial Tax Phase-In, City of Brenham, Texas ("ZONE") as authorized by V.T.C.A., Texas Tax Code Chapter 312. Said Ordinance No. O-18-009 is attached hereto as Exhibit "B" and incorporated herein for all purposes.

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

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

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

1. **Location of Tax Phase-In.** The property that is the subject matter of this
Agreement is the land and improvements located at 801 Mangrum Street and described more
particularly as that certain tract of land containing 3.687 Acres out of the A. Harrington Survey,
A-55, lying within Wilson's Addition and being the same property described as Tract Three in a
Deed dated April 1, 2015 from Blue Bell Creameries, L. P. to The Brenham Bartons Inc. as
recorded in Volume 1500, Page 0746 of the Official Records of Washington County, Texas, being
further described in Exhibit "C", attached hereto and incorporated herein for all purposes, and
which property is hereinafter referred to as "PREMISES."

2. **Improvements.** In consideration of COMPANY'S construction of at least Five
Million, Five Hundred Thousand and No/100 Dollars (\$5,500,000.00) of personal property
improvements to said PREMISES, including fixed machinery and equipment, CITY agrees that,
subject to the terms and conditions contained herein, eligible improvements and renovations to the
above described PREMISES shall be entitled to tax phase-in incentives in accordance with the

schedule as provided in “Table 1A – Property Improvements by an Existing Local Business”, and tax phase-in incentives in accordance with the schedule as provided in “Table 2 – Jobs Created & Retained – by Existing Businesses or New/Relocating Businesses”, said Tables being set out in the attached Exhibit “A” incorporated herein for all purposes, and that upon the expiration of such tax phase-in incentives this Agreement shall terminate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

deemed taxable and not entitled to tax phase-in as provided herein. If this Agreement is terminated, any taxes abated for the calendar year of the termination shall be paid within sixty (60) days of the date of such termination, and all taxes and all taxes previously abated pursuant to this Agreement shall be recaptured and paid to the CITY by the COMPANY within sixty (60) days of the date of termination.

10. **Tax Phase-In Amount.** COMPANY shall receive tax phase-in incentives for eligible property improvements in accordance with the schedule as provided in “Table 1A – Property Improvements by an Existing Local Business”, and tax phase-in incentives for job creation in accordance with the schedule as provided in “Table 2 – Jobs Created & Retained – by Existing Businesses or New/Relocating Businesses” said Tables being set out in the attached Exhibit “A”, and that upon the expiration of such tax phase-in incentives this Agreement shall terminate. The total annual tax phase-in incentive amount received by the COMPANY, expressed on a percentage basis, shall be the sum of the respective percentages provided for in Table 1A and Table 2 for the applicable year of the tax phase-in.

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

During the term of this Agreement, the CITY, its officers and employees, and/or the Compliance Review Committee is entitled to review and verify the COMPANY’S employment

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

The estimated value of eligible property improvements for tax phase-in incentives is at least Five Million, Five Hundred Thousand and No/100 Dollars (\$5,500,000.00). Notwithstanding anything contained herein to the contrary, COMPANY and CITY agree that the amount of eligible property improvements and jobs created & retained as set forth herein are based on projected property improvement and personnel employed, and the actual amount of tax phase-in incentives shall be determined annually by Table 1A and Table 2 of the POLICY based on the actual eligible improvements and the actual number of employees. COMPANY agrees to reasonably cooperate with CITY to determine compliance with this Agreement and the applicable level of tax phase-in incentives.

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

the property has received the tax phase-in incentives as provided by this Agreement and Exhibit "A."

12. **Eligible and Ineligible Property.** "Eligible property" is defined to include all of the following items located on the PREMISES which were not so located prior to execution of this Agreement and whether or not they are so affixed as to become "real property": buildings, structures, fixed machinery and equipment, site improvements (including landscaping), office space and related fixed improvements necessary to the operation and administration of the facility.

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

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

13. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added automatically as part of this Agreement a provision that is similar in terms and substance to such deleted provision as may be possible and yet be legal, valid and enforceable under the Texas Tax Code and related state statutes.

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

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

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

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

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

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

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

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

receipt is received by the sender, or if addressee fails to receive or accept delivery and the undelivered item is returned to sender.

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

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

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

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

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

The parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in multiple counterparts, each of equal dignity, on this the _____ day of _____, 2023.

STANPAC USA, LLC

CITY OF BRENHAM, TEXAS

BY: _____
Carl Hubble
President

BY: _____
Atwood C. Kenjura
Mayor
P.O. Box 1059
Brenham, TX 77834-1059

ATTEST:

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

THE STATE OF TEXAS

COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared **ATWOOD C. KENJURA.**, Mayor of the CITY OF BRENHAM, TEXAS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ____ day of _____, 2023.

Notary Public in and for
the State of Texas

THE STATE OF TEXAS

COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared **CARL HUBBLE**, President of STANPAC USA, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 2023.

Notary Public in and for
the State of Texas

EXHIBIT A

CITY OF BRENHAM

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

Policy Adoption Date: May 4, 2023

I. PURPOSE

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

II. DEFINITION OF TAX PHASE-IN INCENTIVE

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

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

III. GUIDELINES AND CRITERIA

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

- (a) Be a facility used or to be used by a Primary Jobs Employer according to Exhibit A (except for a location in the Downtown Zone).
- (b) The project must add new value to the tax roll of eligible property: a minimum of \$300,000 for a business new to Brenham or \$150,000 for an existing local business. For development in the Downtown Zone, a National Register Historic District, the added value must be a minimum of \$50,000. This is to help maintain the economic viability of the central business district.
- (c) The applicant must maintain or create within the first year and throughout the Tax Phase-In incentive period a minimum of ten (10) jobs at an average salary of \$36,000/year or higher, including any benefits (except for a location in the Downtown Zone).

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

- (1) Jobs The projected new jobs created including the number of jobs, the type of jobs and the average salary per job class.
- (2) Fiscal Impact The amount of real and personal property value that will be added to the tax roll for both eligible and ineligible property, the amount of direct sales tax that may be generated, any infrastructure improvements by the City that will be required by the facility, the infrastructure improvements made by the facility, and the compatibility of the project with the City's master plan for development.
- (3) Valuation at Termination of Tax Phase-In Incentive Period The estimated fair market value, valued at the end of incentive period, of any equipment included in the Tax Phase-In incentive. The economic life of the added-value property must exceed the duration of the granted Tax Phase-In incentive period.

(4) Community Impact

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

The revitalization of a depressed area;

The business opportunities of existing local businesses;

The alternative development possibilities for proposed site;

The impact on other taxing entities;

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

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

IV. TAX PHASE-IN INCENTIVE AUTHORIZED

- (a) Authorized Date A facility shall be eligible for the Tax Phase-In incentive if it has applied for the incentive prior to the commencement of construction and meets the guidelines and criteria under this Policy.
- (b) Creation of New Value Tax Phase-In incentive may only be granted for the additional value of eligible property improvements made subsequent to the filing of an application for the Tax Phase-In incentive and specified in the Tax Phase-In incentive agreement between the City and the property owner and/or lessee, subject to such limitations as the guidelines and criteria may require.

- (c) New and Existing Facilities Tax Phase-In incentive may be granted for new facilities and improvements and for the expansion or modernization of existing facilities and improvements. If the modernization project includes facility replacement, the Tax Phase-In incentive value shall be the tax-appraised value of the new unit(s) less the value of the old unit(s).
- (d) Eligible Property Except as otherwise provided in this policy, the Tax Phase-In incentive may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary or convenient to the operation and administration of the facility.
- (e) Ineligible Property The following types of property shall be fully taxable and ineligible for property Tax Phase-In incentives:
- land,
 - animals,
 - inventories,
 - supplies,
 - tools,
 - furnishings and other forms of movable personal property,
 - vehicles,
 - vessels,
 - aircraft,
 - housing or residential property (except for property owners in the Downtown Zone),
 - hotels/motels,
 - fauna,
 - flora,
 - retail facilities (except for property owners in the Downtown Zone),
 - deferred maintenance investments,
 - property to be rented or leased except as provided in Part IV (f),
 - improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion,
 - any improvements including those to produce, store or distribute natural gas or fluids that are not integral to the operation of the facility, or
 - property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.
- (f) Owned/Leased Facilities If a leased facility is granted the Tax Phase-In incentive, the agreement shall be executed with the lessor and the lessee and the new value investment shall be combined to calculate the total new value investment. If the lessee removes or reduces its new value investment to the detriment of the lessor, the lessor may annually elect to extend its Tax Phase-In incentive to obtain a replacement lessee. The lessor may obtain the full benefit of the remaining Tax Phase-In incentive period by resuming the Tax Phase-In incentive with the combined value of the replacement lessee by disregarding the Tax Phase-In incentive extension term. The lessor shall not receive any Tax Phase-In incentive during any year where a Tax Phase-In incentive extension has been elected. The Tax Phase-In incentive period, including any extensions, shall never exceed a total of ten years as provided by state law. The replacement lessee may apply for its own Tax Phase-In incentive based solely on its new value investment.

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

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

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

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

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

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

- (1) The value of ineligible property as provided in Part IV (e) shall be fully taxable.
- (2) The base year value of existing eligible property as determined each year shall be fully taxable.
- (3) The additional value of new eligible property shall be taxable in the manner described in Part IV (g).

V. APPLICATION PROCESS

- (a) Any present or potential owner of taxable property in the City of Brenham may request the creation of a Reinvestment Zone and Tax Phase-In incentive by filing written request with the City Manager.
- (b) The application shall consist of a completed application form accompanied by:
 - (1) A general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken;
 - (2) A descriptive list of the improvements which will be a part of the facility;
 - (3) A map and property description or a site plan, including a legal description of the area proposed for designation as a Reinvestment Zone, as applicable.
 - (4) A time schedule for undertaking and completing the planned improvements;
 - (5) In the case of modernizing or replacing existing facilities, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application;
 - (6) The application form may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors of the applicant;
 - (7) A schedule reflecting the proposed amount of abated taxes for which the applicant seeks, as well as the anticipated taxes to be paid by the applicant which will not be subject to the Tax Phase-In incentive; and
 - (8) A schedule of the proposed job creation or retention, including details of job type(s), wages and benefits, and the timing of creation of any job within the phase-in period.
- (c) Upon receipt of a completed application, the City Manager shall notify the Mayor and City Council. Before acting upon the application, the City may conduct an Economic Impact Study. Following this step, the City shall afford the applicant and any other interested persons the opportunity to speak and present evidence for or against the designation of the area as a Reinvestment Zone for the purpose of the Tax Phase-In incentive during a public hearing. Notice of the public hearing shall be clearly identified on an agenda of the City to be posted as required by law. At least seven (7) days before the date of the hearing, notice of the hearing must be 1) published in a newspaper having general circulation in the City; and 2) delivered in writing to the presiding officer of the governing body of each taxing entity having in its boundaries real property that is to be included in the proposed Reinvestment Zone.
- (d) The City shall approve or disapprove the application for designation of an area as a Reinvestment Zone for Tax Phase-In incentive within ninety (90) days after receipt of the application. The presiding officer of the legislative body of the City shall notify the applicant of the approval or disapproval promptly thereafter.

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

VI. PUBLIC HEARING

- (a) Should the City be able to show cause in the public hearing why the granting of a designation of an area as a Reinvestment Zone for the Tax Phase-In incentive will have a substantial adverse effect on its bonds, service capacity or the provision of service, that showing shall be reason for the City to deny the granting of the application.
- (b) Neither a Reinvestment Zone nor a property Tax Phase-In incentive agreement shall be authorized if it is determined that:
 - (1) There would be a substantial adverse effect on the provision of a government service or tax base of the City.
 - (2) The applicant has insufficient financial capacity
 - (3) Planned or potential use of the property would constitute a hazard to public safety, health or morals.
 - (4) Planned or potential use of the property violates governmental codes or laws.

VII. AGREEMENT

- (a) After approval of the application for the designation of an area as a Reinvestment Zone for the property Tax Phase-In incentive, the City shall formally pass a resolution and execute an agreement with the owner of the facility and the lessee involved, if any, which shall include:
 - (1) Estimated value to be abated and the base year value.
 - (2) Percent of value to be abated each year as provided in Part IV (g).
 - (3) The commencement date and the termination date of Tax Phase-In incentive.
 - (4) The proposed use of the facility, nature of construction, time schedule for undertaking and completing the planned improvements, map, property description and improvements list as provided in Application, Part V.
 - (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided herein and other provisions that may be required for uniformity or by state law.
 - (6) Amount of investment and average number of jobs involved for the period of the Tax Phase-In incentive.
 - (7) Said contract shall meet all of the requirements of Texas Tax Code Chapter 312.

- (b) Such agreement shall be executed within ninety (90) days after the later of 1) the date applicant has forwarded all necessary information to the City or 2) the date of the approval of the application.
- (c) The City shall make its own determination of the property Tax Phase-In incentive which shall not bind any other jurisdiction.

VIII. ADMINISTRATION

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

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

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

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

Compliance will be monitored in the following manner:

- (a) A Compliance Review Committee shall collect from the applicant a sworn statement of compliance and verifying documents and conduct any inspections on or before June 30 of each calendar year. The Committee shall be comprised of 5 representatives, with 2 appointed by the Mayor, 2 appointed by the County Judge and 1 by the Chief Appraiser. They will be appointed by January 30 of even numbered years for a two year term. Any vacancy on the committee will be filled by the designated official who appointed the vacating committee person. The designated official may remove an appointee at any time. The company/individual receiving the property Tax Phase-In incentive shall furnish the Committee with such information as may be necessary to verify compliance, including the number of new or retained employees associated with the facility and their salaries.
- (b) The Chief Appraiser of the County shall annually determine an assessment of the real and personal property in the Reinvestment Zone. This shall be done on or before October 1 of each calendar year.
- (c) The Committee shall provide a report on the status of all Tax Phase-In incentive agreements to the City Council on or before December 15 of each calendar year.

IX. DEFAULT

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

In the event that the company or individual:

- (1) allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or
- (2) does not create jobs as outlined in the agreement; or
- (3) if an Existing Local Business falls below fifty percent (50%) of their base year employment number; or
- (3) violates any of the terms and conditions of the Tax Phase-In incentive agreement and fails to cure same during the Cure Period; or
- (4) if the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting fire, explosion or other casualty or accident or natural disaster, for a period of more than one (1) year during the Tax Phase-In incentive period;

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

X. ASSIGNMENT

- (a) The Tax Phase-In incentive may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of the City, subject to the financial capacity of the assignee and provided that all conditions and obligations in the Tax Phase-In incentive agreement are guaranteed by the execution of a new contractual agreement with the City.
- (b) The contractual agreement with the new owner or lessee shall not exceed the termination date of the Tax Phase-In incentive agreement with the original owner and/or lessee.
- (c) No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to the City for outstanding taxes or other obligations.
- (d) Approval shall not be unreasonably withheld.

XI. SUNSET PROVISION

- (a) This policy is effective upon the date of the adoption and will remain in force for two (2) years, at which time all Reinvestment Zones and Tax Phase-In incentive contracts created pursuant to its provisions may be reviewed by the City to determine whether the goals have been achieved. Based on that review, this policy may be modified, renewed or eliminated, providing that such actions shall not affect existing contracts.
- (b) This policy does not amend any existing Industrial District Contracts or agreements with the owners of real property in areas deserving of specific attention as agreed by the City.
- (c) Prior to the date for review, as defined above, this Policy Statement may be modified by a three fourths (3/4) vote of members each governing body, as provided for under the laws of the State of Texas.

XII. SEVERABILITY AND LIMITATIONS

- (a) In the event that any section, clause, sentence, paragraph or any part of this Policy Statement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of this Policy Statement.
- (b) Property that is owned or leased by the following is excluded from the property Tax Phase-In incentive:
 - (1) a member of the governing body of the City of Brenham or a member of a planning board or commission of the City; or
 - (2) a member of the Commissioners Court or a member of a planning board or commission of Washington County.
- (c) If this Policy Statement has omitted any mandatory requirements of the applicable Tax Phase-In incentive laws of the State of Texas, then such requirements are hereby incorporated as a part of this Policy Statement.

XIII. VARIANCE

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

GLOSSARY

- (a) "City" means the City of Brenham, Texas that levies ad valorem taxes upon and/or provides services to property located within the City limits.
- (b) "Agreement" means a contractual agreement between a property owner and/or lessee and the City for the purpose of the Tax Phase-In incentive.
- (c) "Base year employment" means the average number of employees for each quarter at an existing local business of the year prior to the execution of the agreement.
- (d) "Base year value" means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the filing of an application for the Tax Phase-In incentive.
- (e) "Committee" means the Compliance Review Committee, consisting of representatives appointed by the City, County and Chief Appraiser's office to annually review documents verifying compliance of all projects receiving the Tax Phase-In incentive.
- (f) "Deferred maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- (g) "Existing Local Business" means a business that has been located in the City of Brenham and has paid property taxes for at least one full year prior to submitting any application for the property Tax Phase-In incentive.
- (h) "Expansion" means the addition of buildings, employees, structures, machinery or equipment for purposes of increasing production capacity.
- (i) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- (j) "Job(s)" shall represent a newly created or a retained employment position on a full-time permanent basis at an average base salary of \$36,000 or higher, including any benefits, whether hired directly or leased through an employee leasing service.
- (k) "Modernization" means the upgrading and or replacement of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.
- (l) "New Facility" means improvements to real estate previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (m) "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

EXHIBIT A
PRIMARY JOBS EMPLOYER DEFINITION

Sec. III (a)

Be a facility used or to be used by a Primary Jobs Employer.

"Primary job" means a job that is:

- (i) available at a company for which a majority of the products or services of that company are ultimately exported to regional, statewide, national, or international markets infusing new dollars into the local economy; and
- (ii) included in one of the following sectors of the North American Industry Classification System (NAICS):

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

EXHIBIT B TAX PHASE-IN INCENTIVE SCHEDULES

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

TABLE 1 (earns 50% of incentive)

1A - Property Improvements by an Existing Local Business

Level	Amount of Valuation of Eligible Improvements as determined by the Tax Appraisal District:		Percent of property tax to be abated each year							
	From	To	1	2	3	4	5	6	7	8
1	\$ 150,000	\$1,000,000	45	40	30	20	0	0	0	0
2	\$1,000,001	\$2,500,000	45	45	40	30	20	0	0	0
3	\$2,500,001	\$4,000,000	45	45	45	40	30	20	0	0
4	\$4,000,001	\$5,500,000	45	45	45	45	40	30	20	0
5	More than	\$5,500,000	45	45	45	45	45	40	30	20

1B - Property Improvements by a New Business

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

TABLE 2 (earns 50% of incentive)

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

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

TABLE 3 Downtown Zone

Amount of valuation of
downtown reinvestment
determined by tax appraisal:

Percent of property tax to be abated each year

Valuation	1	2	3	4	5	6	7	8
\$ 50,000 to \$150,000	90	90	90	60	40	20	0	0
\$150,001 to \$250,000	90	90	90	90	60	40	20	0
\$250,001 and beyond	90	90	90	90	90	60	40	20

EXHIBIT C
MAP OF DOWNTOWN ZONE



EXHIBIT B

ORDINANCE NO. O-18-009

AN ORDINANCE DESIGNATING ALL OF THAT CERTAIN 3.687 ACRE TRACT OR PARCEL OF LAND OUT OF THE A. HARRINGTON SURVEY, A-55, LYING WITHIN WILSON'S ADDITION AND BEING A PORTION OF TRACTS 3 AND 4 CALLED 9.152 ACRES AND TRACT 9 CALLED 10,360 SQ. FT., BEING THE SAME PROPERTY DESCRIBED IN A DEED DATED OCTOBER 22, 2009 FROM MOUNT VERNON MILLS, INC. TO BLUE BELL CREAMERIES, L. P., RECORDED IN VOLUME 1324, PAGE 838 OF THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, SAID PROPERTY BEING LOCATED AT 801 MANGRUM ST., BRENHAM, TEXAS, AND SAID PROPERTY BOUNDARIES BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, AS REINVESTMENT ZONE NUMBER FORTY-THREE FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS AS PROVIDED IN CHAPTER 312, TEXAS TAX CODE; ESTABLISHING THE NUMBER OF YEARS FOR THE ZONE, AUTHORIZING AN AGREEMENT FOR EXEMPTION FROM TAXATION THE INCREASE IN VALUE OF CERTAIN PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, on the 6th day of September 2018, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Forty-Three. The notice of such hearing was published on August 30, 2018, such date being not later than the seventh day before the date of the public hearing; and

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

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

WHEREAS, the designation of the proposed reinvestment zone is consistent with the City's policies adopted by Council Resolution No. R-17-024 on the 7th day of December, 2017, and will benefit the land included within the Reinvestment Zone after the expiration of the Agreement; and

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

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

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

- Section 1.** That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated herein for all purposes.
- Section 2.** That the City, after conducting such hearing and having further studied recommendations, as well as the evidence presented at the public hearing, has made the following findings based on the evidence and testimony presented to it:
- a) That the public hearing on the adoption of the reinvestment zone under the provisions of the Act has been properly called, held and conducted and that notice of such hearing has been published as required by law and has been sent to the respective taxing units within the proposed reinvestment zone; and
 - b) That the City has jurisdiction to hold and conduct said public hearing on the creation of the proposed reinvestment zone pursuant to the Act; and

- c) That creation of the proposed reinvestment zone with boundaries described herein will result in improvements made after the passage of this Ordinance and the execution of tax phase-in agreements, that are feasible and practical and will benefit the City, its residents and property owners in the reinvestment zone; and
- d) That the proposed designation will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investments to the zone that would be a benefit to the property and contribute to economic development of the City.

Section 3. That the City hereby creates Reinvestment Zone Number Forty-Three, designated as all of a certain 3.687 acre tract or parcel of land out of the A. Harrington Survey, A-55, lying and within the Wilson's Addition and being a portion of Tracts 3 and 4 called 9.152 acres and Tract 9 called 10,360 sq. ft., being the same property described in a deed dated October 22, 2009 from Mount Vernon Mills, Inc. to Blue Bell Creameries, L. P., recorded in Volume 1324, Page 838, in the Official Records of Washington County, Texas, said property being located at 801 Mangrum St., Brenham, Texas, and said property boundaries being more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes, and such reinvestment zone shall hereafter be identified as Reinvestment Zone Number Forty-Three for Commercial Tax Phase-In, City of Brenham, Texas.

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

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

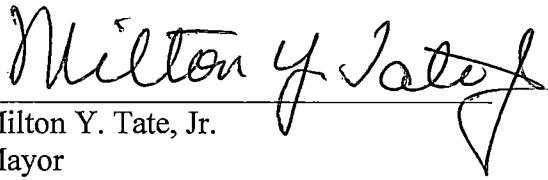
Section 6. That said designation of Reinvestment Zone Number Forty-Three for Commercial Tax Phase-In and the written agreement thereof are in accordance with the City of Brenham's "Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises" and will be a benefit to the land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

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

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

PASSED AND APPROVED, on its first reading this the 6th day of September, 2018.

PASSED AND APPROVED, on its second reading this the 20th day of September, 2018.


Milton Y. Tate, Jr.
Mayor

ATTEST:


Jeanne Bellinger, TRMC, CMC
City Secretary



JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

BLUE BELL CREAMERIES, L.P.
3.687 ACRE TRACT

ALL THAT TRACT OR PARCEL OF LAND situated in the City of Brenham, Washington County, Texas out of the A. Harrington Survey A-55, lying within Wilson's Addition and being a portion of Tracts 3 and 4 called 9.152 acres and Tract 9 called 10,360 sq. ft. in a deed dated October 22, 2009 from Mount Vernon Mills, Inc. to Blue Bell Creameries, L.P. as recorded in Volume 1324, Page 838 of the Official Records of Washington County, said 3.687 acre tract being more particularly described as follows:

BEGINNING at a found 1/2" iron rod and chain link fence corner lying in the South line of Alamo Street marking the Northwest corner of The City of Brenham tract called 0.0567 acres (668/63 O.R.W.C.), the Northeast corner of the original Tracts 3 and 4 and this tract, also the present West line of Chappell Hill Street;

THENCE with the West line of The City of Brenham tract, the West line of Chappell Hill Street, the East line of the original Tracts 3 and 4 and this tract, S 57° 27' 53" E, 28.08 ft. to a found 5/8" iron rod and chain link fence corner and S 14° 03' 25" E, 260.28 ft. to a set nail in asphalt at the intersection of Chappell Hill Street and the North line of Commerce Street for Southwest corner of The City of Brenham tract, upper Southeast corner of the original Tracts 3 and 4 and Southeast corner of this tract;

THENCE with the North line of Commerce Street, the South line of the original Tracts 3 and 4 and this tract, S 77° 00' 00" W, 282.36 ft. to a set nail in asphalt in the North line of Commerce Street at its intersection with the centerline of Washington Street, marking the center and beginning of a 30 ft. wide access easement, with 15 ft. lying on either side of this line, for a lower Southwest corner of this tract;

THENCE severing the original Tracts 3 and 4 with the centerline of the 30 ft. wide access easement and a West line of this tract, N 13° 00' 00" W, 54.08 ft. to a set nail in asphalt marking the center and end of the 30 ft. wide access easement for an interior corner of this tract;

THENCE with the South line of this tract through a common wall of a building, S 77° 11' 06" W, 144.48 ft. to a painted dot in concrete for an exterior corner of this tract;

THENCE with a West line of this tract, N 13° 00' 00" W, 24.65 ft. to a painted dot in concrete marking the center and beginning of another 30 ft. wide access easement, with 15 ft. lying on either side of this line, for interior corner of this tract;

THENCE with the centerline of the 30 ft. wide access easement and South line of this tract, S 77° 00' 00" W, 294.42 ft. to a set nail in asphalt in the East line of Wilson Street at its intersection with Commerce Street, the West line of the original Tracts 3 and 4, marking the center and end of the 30 ft. wide access easement for upper Southwest corner of this tract;

THENCE with the East line of Wilson Street, the West line of the original Tracts 3 and 4 and this tract, N 12° 46' 22" W, 201.32 ft. to a point from which a found 1/2" iron rod bears S 75° 11' 35" W, 1.72 ft., in the South line of Alamo Street for Northwest corner of the original Tracts 3 and 4 and this tract;

THENCE with the South line of Alamo Street, the North line of the original Tracts 3 and 4 and this tract, N 77° 04' 08" E, 142.28 ft. to a found 2" pipe marking the Northwest corner of the original Blue Bell Creameries, L.P. Tract 9 called 10,360 sq. ft. and an exterior corner of the original Tracts 3 and 4;

THENCE continuing with the South line of Alamo Street, the North line of the original Tract 9 and this tract, N 77° 01' 35" E, 74.00 ft. to a set 1/2" iron rod for Northwest corner of the Nancy Bronikowski tract (383/799 D.R.W.C.), Northeast corner of the original Tract 9 and an exterior corner of this tract;

THENCE with the West line of the Bronikowski tract, the East line of the original Tract 9 and this tract, S 13° 13' 04" E, 140.95 ft. to a set 1/2" iron rod in the North line of the original Tracts 3 and 4 for Southwest corner of the Bronikowski tract, the Southeast corner of the original Tract 9 and an interior corner of this tract;

THENCE with the South line of the Bronikowski tract, the North line of the original Tracts 3 and 4, and this tract, N 79° 17' 13" E, 66.14 ft. to a chain link fence corner for Southeast corner of the Bronikowski tract and interior corner of the original Tracts 3 and 4 and this tract;

THENCE with the East line of the Bronikowski tract, the West line of the original Tracts 3 and 4 and this tract, N 13° 13' 04" W, 143.56 ft. to a found 1/2" iron rod in the South line of Alamo Street for Northeast corner of the Bronikowski tract and an exterior corner the original Tracts 3 and 4 and this tract;

THENCE with the South line of Alamo Street and the North line of the original Tracts 3 and 4 and this tract, N 77° 00' 00" E, 413.63 ft. to the PLACE OF BEGINNING and containing 3.687 acres of land.

Surveyor Certification:

I, William R. Krueger, Registered Professional Land Surveyor, do hereby certify that the above description represents the results of an on the ground survey made under my direction and supervision on November 12, 2009 and that all corners are as shown hereon. There are no conflicts or protrusions apparent on the ground except as shown.

This survey was prepared without the benefit of a current title report which may indicate easements or other encumbrances of record not apparent on the ground.

Use of this survey for any other purposes or by other parties shall be at their own risk and the undersigned surveyor is not responsible for any loss resulting therefrom.

This field note description is accompanied by plat of even date.

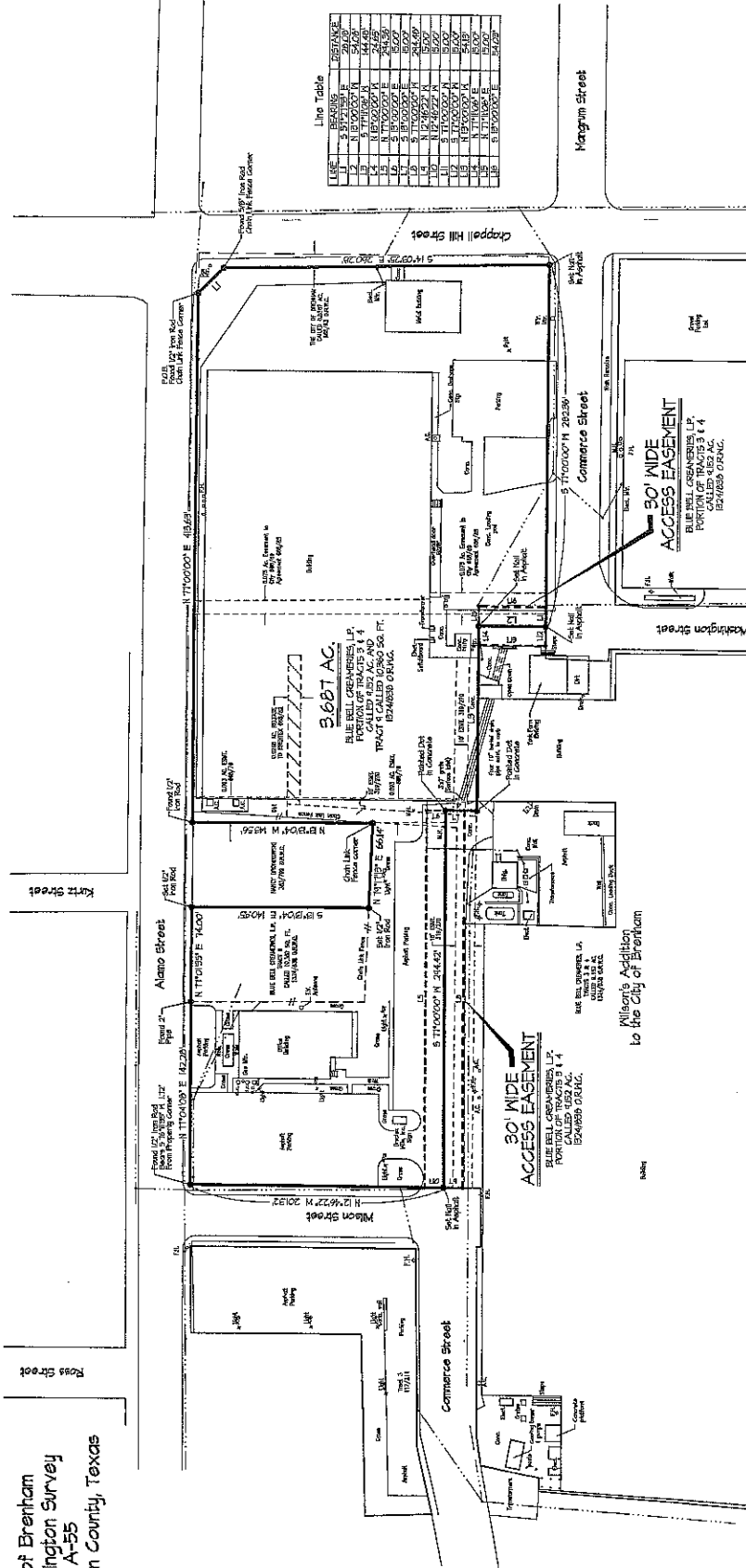

William R. Krueger November 12, 2009
Registered Professional Land Surveyor No. 2835



EXHIBIT C



City of Brenham
A. Harrington Survey
A-55
Washington County, Texas



Surveyor Certification

I, William R. Krueger, Registered Professional Land Surveyor, do hereby certify that the above plat represents the results of a survey made under my direction and supervision on the ground survey made under my direction and supervision on 11/12/09, and that all corners are marked as shown hereon. There are no conflicts or provisions apparent on the ground except as shown.

This survey was performed without the benefit of a current title report, which may indicate encumbrances or other encumbrances of record not apparent on the ground.

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This plat is accompanied by field note description of event date.



William R. Krueger
November 4, 2009
Registered Professional Land Surveyor No. 20995

Note

Improvements shown hereon are compiled from a hand drawn survey completed in 1942 and are not the result of a current on the ground survey.

Flood Hazard Statement

According to the Flood Insurance Rate Map compiled by the Federal Emergency Management Agency (FEMA) dated August 17, 1987, City of Brenham, Washington County, Texas, it appears that the subject property lies within Zone C (Areas of minimal flooding, no shading).

3667 Acres

J. JONES & CARTER, INC.
ENGINEERS-PLANNERS-SURVEYORS
1500 South Day Street
(879) 686-0131 Fax: (879) 686-0885
www.jonesandcarter.com

Surveyor	William R. Krueger	Field Date	11/12/09
SCALE	1" = 200'	City	Brenham
State	Texas	County	Washington
Project	Blue Bell Creameries, L.P.	Map No.	2003A-379-001



JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

BLUE BELL CREAMERIES, L.P.
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This survey was prepared without the benefit of a current title report which may indicate easements or other encumbrances of record not apparent on the ground.

Use of this survey for any other purposes or by other parties shall be at their own risk and the undersigned surveyor is not responsible for any loss resulting therefrom.

This field note description is accompanied by plat of even date.



William R. Krueger November 12, 2009
Registered Professional Land Surveyor No. 2835





Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-022 Adopting a New Fee Schedule for the City of Brenham Development Services Department

Meeting Type: Regular Meeting-June 15, 2023

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

The Development Services fee resolution includes planning and permitting fees for building, electrical, mechanical, plumbing, health, vendor/solicitor, and fire applications. On June 20, 2019 the City adopted the current fee schedule Resolution and no changes to building permit and planning fees have been made since that time.

Staff has completed a review comparing the fees of cities of similar size and population in the general vicinity. Staff also evaluated the time that is associated with processing, reviewing, inspecting and approving each project application submitted for review and inspection. In comparison our fees are comparatively low and are significantly subsidizing the cost of development review. During a budget workshop held on May 16, 2023 a presentation was given to Council proposing an increase to building permit fees, planning application fees and fire review fees. Following feedback and direction from Council, staff proposes an increase to the aforementioned fees to break even on state required notifications while continuing to incentivize the review and inspection aspect of development applications. A proposed Fee Resolution is enclosed detailing the proposed fees associated with the department services. If approved, the fees would be effective July 17, 2023 to allow staff 30-days to notify customers of the upcoming changes.

Staff recommends approval of the updated fee schedule to require more comparable permit and application fees.

ATTACHMENTS:

(1) Resolution No. R-23-022

RECOMMENDED ACTION:

Approve Resolution No. R-23-022 adopting a new fee schedule for the City of Brenham Development Services Department.

RESOLUTION NO. R-23-022

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

WHEREAS, the City Council has adopted Chapter 6 – Buildings and Structures, Chapter 8 – Fire Protection and Prevention, Chapter 21 – Signs, and Appendix A – Zoning regulating various activities by requiring permits and inspections; and

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

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

Section 1: That the City Council of the City of Brenham hereby adopts the Development Services Fee Schedule attached hereto as “Exhibit A” and incorporated herein for all purposes.

Section 2: That any and all previously adopted Fee Schedules pertaining to Development Services are hereby repealed.

Section 3: That this Resolution attached hereto as “Exhibit A” shall be effective immediately beginning Monday, July 17, 2023.

PASSED and APPROVED on this 15th day of June, 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC

“EXHIBIT A”

Development Services: Building Permits & Inspections Fee Schedule

Base Permit Fee - \$25.00 for all permits

Re-inspection Fee - \$100.00

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

COMMERCIAL FEE SCHEDULE:

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

Total Valuation (includes labor and materials):	Fees
Up to \$2,000.00	\$100.00
\$2,000.01 to \$15,000.00	\$100.00 for the first \$2,000.00 plus \$8.00 for each additional thousand or fraction thereof, to and including \$15,000.00.
\$15,000.01 to \$50,000.00	\$204.00 for the first \$15,000.00 plus \$7.00 for each additional thousand or fraction thereof, to and including \$50,000.00.
\$50,000.01 to \$100,000.00	\$449.00 for the first \$50,000.00 plus \$6.00 for each additional thousand or fraction thereof, to and including \$100,000.00.
\$100,000.01 to \$500,000.00	\$749.00 for the first \$100,000.00 plus \$5.00 for each additional thousand or fraction thereof, to and including \$500,000.00.
\$500,000.01 to \$1,000,000.00	\$2,749.00 for the first \$500,000.00 plus \$4.00 for each additional thousand or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$4,749.00 for the first \$1,000,000.00 plus \$3.00 for each additional thousand or fraction thereof

RESIDENTIAL BUILDING PERMIT FEES

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

Base Permit Fee: \$25.00 for all permits per trade.

New Construction: .65¢ per square foot

Additions & Remodels: \$500.00

Accessory Buildings: greater than 200 square feet - .65¢ per square foot

Foundation Repair: \$75.00

Paving: 0-500 square feet - \$50.00

501 square feet or more - \$100.00

Window Replacement: \$10.00 per window

Swimming Pools: \$350.00

Demolition of any Residential Building or Structure - \$50.00

Moving of Building or Structure - \$75.00

RESIDENTIAL TRADE PERMIT: Mechanical, Electrical, Plumbing, Gas, Irrigation, and Other Trades:

\$75.00 + Base Permit Fee \$25.00 = \$100.00

PLANNING FEES:

Base Permit Fee shall not apply.

Specific Use Permit	\$300.00
Zone Change	\$500.00
Variance from Subdivision Ordinance	\$300.00
Variance from Zoning Ordinance	\$300.00
Special Exception from Zoning Ordinance	\$200.00
Preliminary Plat, Master Plan	\$200.00
Final Plat, Commercial Replat, Minor Plat, Amending Plat	\$300.00
Residential Replat	\$350.00
Planned Development Zoning	\$600.00
Right-of-Way Abandonment	\$150.00
Separate Instrument Easement	\$150.00
* Plats are subject to additional recording fees	

SIGN PERMIT FEES:

Attached (Wall) Signs	\$4.00 per square foot of sign area or fraction thereof
Detached (Freestanding Signs):	\$4.00 per square foot of sign area or fraction thereof
Temporary Banner Signs:	\$15.00
Electronic Sign Annual Inspection & Usage Permit	\$50.00

HEALTH PERMIT/INSPECTION FEES:

Base Permit Fee shall not apply.

Heavy Food Preparation Permit	\$150.00
Light Food Preparation Permit	\$125.00
No Food Preparation Permit	\$50.00
Mobile Food Establishment Permit	\$50.00
Bed and Breakfast	\$25.00
Temporary Food Establishment Permit	\$25.00
	\$50.00 if the permit is required within 7 calendar days)
Re-inspection	\$50.00
Application Late Fee	\$100.00
Foster/Adoptive Home Inspection	\$25.00
After Hours Call-Out Fee	\$150.00

***CLASSIFICATION OF FOOD ESTABLISHMENTS**

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

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

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

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

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

ITINERANT VENDOR AND SOLICITOR FEES:

All itinerant vendors must be in good standing after an initial 45-day permit period in order to renew said permit. All vendor/solicitor applicants and corresponding employees shall be subject to a background check prior to permit issuance. Please see Brenham Code of Ordinances Chapter 16 for additional information.

Background Check	\$10.00 per person
Peddler	\$30.00
Solicitor	\$30.00

Itinerant Vendor					
		Vendor Permit Fee	Background Check	Mobile Food Permit Fee	Total
1 st Submission	45 Calendar Days	\$30	\$10 (per each additional employee)	\$50	\$80 + \$10 (per each additional employee)
Renewal	45 Calendar Days	\$30	\$0	\$50	\$80
Renewal	6 Months	\$150	\$0	\$50	\$200
Renewal	1 Year	\$275	\$0	\$50	\$325

FIRE DEPARTMENT PERMIT/PLAN REVIEW/INSPECTION FEES:

	<u>Initial Plan Review/Inspection</u>	<u>Re-inspection</u>
Residential inspection, existing, upon request	No Charge	N/A
Foster or Adoptive Care Home	\$25.00	\$25.00
Daycare Facility	\$25.00	\$25.00
Group Home	\$25.00	\$25.00
Health Care (Hospital, clinic, nursing home)	\$150.00	\$50.00
Special Permit Yearly Inspection	\$50.00	\$50.00
Sprinkler/standpipe	\$300.00	\$50.00
Fire Alarm Systems	\$200.00	\$50.00
Underground Fire Line	\$150.00	\$50.00

Kitchen Vent Hood Systems	\$150.00	\$50.00
Fuel Tank Installation	\$300.00	\$300.00
Residential Sprinkler System	\$150.00	\$50.00
Residential Alarm System	\$125.00	\$50.00

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

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



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon a Chapter 380 Agreement Between the City of Brenham and Academy, Ltd. d/b/a Academy Sports + Outdoors and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-June 15, 2023

Department: Economic Development

Staff Contact: Teresa Rosales

SUMMARY STATEMENT:

This 380 Agreement with Academy was discussed with the City Council in Executive Session on March 16, 2023 and Council approved the terms of Agreement as presented by staff. This Agreement outlines the \$1,500,000 sales-tax reimbursement to Academy shared by the City, Washington County and the Brenham Community Development Corporation.

ATTACHMENTS:

(1) Chapter 380 Agreement - DRAFT

RECOMMENDED ACTION:

Approve a Chapter 380 Agreement between the City of Brenham and Academy, Ltd. d/b/a/ Academy Sports + Outdoors and authorize the Mayor to execute any necessary documentation.

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BRENHAM
AND ACADEMY, LTD., d/b/a ACADEMY SPORTS + OUTDOORS, INC.

This Chapter 380 Economic Development Agreement (the “Agreement”) is entered into as of _____, 2023 (the “Effective Date”) by and between the City of Brenham, a Texas home-rule municipal corporation located in Washington County, State of Texas (the “City”), by and through its Mayor, and Academy, Ltd., a Texas limited partnership d/b/a Academy Sports + Outdoors, Inc., a Delaware corporation (“Academy”), the City and Academy collectively sometimes referred to herein as the “Parties.”

WTNESSETH:

WHEREAS, Chapter 380 of the Texas Local Government Code permits cities to make loans or grants of public funds for the purpose of promoting economic development and stimulating business and commercial activity within the city; and

WHEREAS, Academy seeks to construct and develop approximately 63,244 square feet of retail commercial space as a freestanding building and associated improvements (the “Project”) as shown on the site plan attached hereto as Exhibit “A” and incorporated herein for all purposes pertinent, on approximately 5.95 acres in the Brenham Market Square mixed-use development located on the westbound U.S. Highway 290 East Service Road between Cantey Street and Chappell Hill Street in Brenham, Texas (the “Property”); and

WHEREAS, Academy has presented an economic assistance request to the City that will facilitate design and construction of the Project in a specified time described herein and according to all City development and design ordinances, guidelines, rules, and regulations; and

WHEREAS, the development of the Project by Academy will involve a capital investment of at least Nine Million Two Hundred Forty Thousand and No/100 Dollars (\$9,240,000.00) exclusive of land acquisition costs, but including development, construction costs, and furniture, fixtures and equipment (“FF&E”); and

WHEREAS, the City estimates that the economic benefit of the Brenham community from the Project will consist of approximately seventy-three (73) full-time equivalent employee positions, additional sales tax collected and remitted each year during the store’s operation, and additional sales tax paid on new equipment; and

WHEREAS, the City has determined that construction of the Project will positively impact the local economy through expansion of the City’s ad valorem tax base, sales tax revenue, and creation of jobs in the community; and

WHEREAS, the City Council of the City of Brenham supports the continued growth and expansion of economic development in the City by entering into this Agreement to promote and expand desirable commercial growth within the City;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1.
AUTHORIZATION AND PROGRAM ESTABLISHMENT

- 1.01 The City Council of the City of Brenham hereby establishes a Chapter 380 economic development program (the “Program”) to encourage economic development within the City and promote new businesses, and the City Council finds and determines that this Agreement will effectuate the purposes of the Program, and that Academy’s performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City.

ARTICLE 2.
DEFINITIONS

- 2.01 The terms “Agreement,” “Effective Date,” “City,” “Academy,” “Project,” “Property,” “Parties,” and “Program” shall have the meanings provided herein above.
- 2.02 “Sales Tax Revenue” shall mean the actual annual sales tax revenue received by the City for the City’s three-eighth cent (0.375 cent) sales tax assessed on sales attributable to the Project.
- 2.03 “Grant Payment(s)” means the periodic payments made by the City to Academy to reimburse Sales Tax Revenue received by the City from the Project as provided herein.
- 2.04 “Cumulative Total Grant Payment(s)” means the cumulative total of periodic payments to Academy received from the City related to the Project as provided herein.
- 2.05 “Sales Tax Grant Payment Due Date” means December 1 following the end of each fiscal year of the City in which the City received Sales Tax Revenue from the Project.
- 2.06 “Full-Time Equivalent” or “FTE,” as used in this Agreement, means employment worked by one or more people during a calendar year that is equal to a total of 2080 hours. The number of full-time equivalent employee positions required to be employed by Academy shall be calculated using information reported to the Texas Workforce Commission (“TWC”) by Academy on the Employer’s Quarterly Report (Form C-3) forms covering the appropriate period for Academy’s employees working at its business operations located on the Property.

ARTICLE 3.
TERM

- 3.01 The term of this Agreement (“Term”) shall commence on the Effective Date herein above and, unless otherwise terminated earlier in accordance with this Agreement, shall terminate on the date that the City has paid Grant Payments pursuant to this Agreement totaling Five Hundred Thousand and No/100 Dollars (\$500,000.00), or eight (8) years after the Effective Date, whichever occurs earlier.

ARTICLE 4.
COVENANTS OF ACADEMY

- 4.01 Covenants Regarding Construction and Development. In consideration of the City agreeing to pay Academy Grant Payments in accordance with the terms, provisions, and conditions of this Agreement, Academy agrees to the following obligations:
- (A) Design and construct the Project in accordance with the statutes, ordinances, rules, and regulations of the City of Brenham, as well as applicable local, county, state, and federal laws. Further, Academy will design and construct the Project in accordance with Exhibit “B” attached hereto and incorporated herein for all purposes pertinent.
 - (B) The total investment by Academy in project design, development, installation, construction, and FF&E shall be at least Nine Million Two Hundred Forty Thousand and No/100 Dollars (\$9,240,000.00). For the purposes of this Section 4.01(B), expenditures made by Academy for the acquisition of the Property shall be excluded in calculating the total amount of investment by Academy in the Project.
 - (C) Academy shall timely pay and remain current on all property taxes imposed on the Project, or any portion thereof, subject to appeal rights in accordance with applicable law, and subject to a right to cure any delinquency.
 - 1. Academy shall have the right to protest, contest, or litigate: (a) any assessment of the value of the Project by the Washington County Appraisal District which appraises real or personal property on all or any part of the Project; and (b) any tax imposed on the Project by any taxing authority with jurisdiction that includes the Project.
 - (D) Academy shall complete construction of the Project on the Property, obtain a Certificate of Occupancy issued by the City, and be open to the public and fully operational no later than January 1, 2024. Further, during the time this Agreement is in effect, Academy shall continuously occupy the Property and utilize the entirety of the Project, consisting of approximately 63,244 square feet of retail commercial space as a freestanding building and associated improvements, for its sporting goods and related retail business operations. Academy expressly agrees that in the event Academy leases, subleases, or assigns any interest in any portion of the Property to any other person or entity which results in any reduction to the 63,244 square feet intended under this Agreement to be utilized for Academy’s sporting goods and related retail business operations, the City’s Grant Payments to Academy

shall be reduced by the same percentage reduction on a pro rata basis. For example purposes only, if Academy reduces the amount of square feet used for its sporting goods and related retail business operations from 63,244 square feet to 31,622 square feet, equaling a fifty percent (50%) reduction, the City's Grant Payments to Academy shall be reduced by 50% for the year in which the reduction occurs as well as all subsequent years of the Agreement during which a reduction in square footage remains in effect.

- (E) In the event Academy reduces the amount of square feet used for its sporting goods and related retail business operations from 63,244 square feet to less than 31,622 square feet, or by more than a fifty percent (50% reduction), the City's Grant Payments to Academy shall immediately be suspended and cease, and this Agreement shall automatically terminate without the necessity of any action by the City. In such case, the parties shall enter into discussions in an attempt to negotiate a new agreement related to sales tax reimbursement incentives.
- (F) [Reserved]
- (G) Academy shall employ, no later than January 1, 2024 at least seventy-three (73) full-time equivalent employees at Academy's business operations on the Property. Academy shall maintain at least seventy-three (73) full-time equivalent employees as herein defined for the entire period beginning January 1, 2024 until this Agreement is terminated in accordance with provisions hereof.

ARTICLE 5.

PROGRAM GRANT

- 5.01 Subject to Academy complying with its duties and obligations in this Agreement, the City agrees that Academy shall be entitled to receive a percentage share of the City's three-eighth of one percent (0.375 of one percent) Sales Tax Revenue generated by the Project for each year of the Term until the total Grant Payments by the City equal Five Hundred Thousand and No/100 Dollars (\$500,000.00). The Grant Payment obligation of the City shall be satisfied by the percentage contribution established in this Agreement, and not by the Estimated Program Grant Schedule in Section 5.02. The Cumulative Total Grant Payments of the City shall not exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00). The combined Cumulative Total Grant Payments of the City, County and the Brenham Community Development Corporation shall not exceed One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00).
- 5.02 The percentage annual share of the Sales Tax Revenue shall be eighty percent (80%) throughout the Term of the Agreement, as depicted on the following Estimated Program Grant Schedule. Grant Payments to Academy shall be paid annually according to the Sales Tax Grant Payment Due Date as defined herein above in Article 2 and shall continue throughout the Term of this Agreement or until the Cumulative Total Grant Payments to

Academy under this Agreement total Five Hundred Thousand and No/100 Dollars (\$500,000.00), whichever occurs first.

<i>Estimated Program Grant Schedule</i>		
Year	City Sales Tax Revenue	80% of City Sales Tax Revenue
1	\$73,875	\$59,100
2	\$76,091	\$60,873
3	\$78,374	\$62,699
4	\$80,725	\$64,580
5	\$83,147	\$66,518
6	\$85,641	\$68,513
7	\$88,211	\$70,568
8	\$90,857	\$72,686
TOTAL		\$500,000

**Based on projected \$19,700,000 in taxable sales in first year of operation, and 3% annual growth rate*

ARTICLE 6.

AUTHORITY; COMPLIANCE WITH LAW

- 6.01 Academy hereby represents and warrants to the City that it has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Academy and this Agreement constitutes the legal, valid, and binding obligation of Academy, and is enforceable in accordance with its terms and provisions.
- 6.02 Notwithstanding any other provision of this Agreement, Academy shall comply with all federal, state, and local laws and regulations.
- 6.03 Academy certifies that Academy does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If Academy is convicted of a violation under 8 U.S.C. § 1324a(f), that is proven to have occurred during the Term of this Agreement, Academy shall repay the full amount of any Grant Payments made by the City.

ARTICLE 7.

BREACH AND REMEDY; TERMINATION; ADDITIONAL REMEDIES

- 7.01 Except as otherwise provided in this Section 7.01, should either Party fail to comply with any of the material terms or conditions of this Agreement, and any such failure (hereinafter, a “breach”) specified, remains uncured for thirty (30) days following the breaching party’s receipt of written notice (the “Breach Notice”) from the non-breaching party, delivered in

accordance with Section 12.09 herein below, of the event and nature of such breach; provided, however, that if such breach is not reasonably susceptible of cure within such thirty (30) day period and the breaching party has commenced and is continuing to diligently pursue the cure of such breach, then after first advising the non-breaching party of such cure efforts, the breaching party shall automatically receive an additional thirty (30) day period within which to cure such breach. The non-breaching party may authorize additional time to cure any such breach but is not obligated to grant such additional time. Notwithstanding anything expressed or implied herein to the contrary, no breach shall exist if the failure of either party to fully perform its obligations hereunder is the result of a force majeure event as defined in Article 8 herein below. Further, time for cure of a breach by the breaching party shall be extended by the reasonable time the breaching party is delayed by a force majeure event.

- 7.02 Upon the occurrence and during the continuation of any uncured breach, the City shall have the right to suspend the Grant Payments specified in Article 5 herein above, pursuant to a notice (the "Suspension Notice") delivered in accordance with Section 12.09 herein below. If the City delivers a Suspension Notice pursuant to this Section 7.02, then Academy shall thereafter have no right to receive the Grant Payments specified in Article 5 herein above unless and until Academy has cured the breach or breaches specified in the Breach Notice.
- 7.03 This Agreement shall terminate upon any one of the following:
- (A) Except as set forth in Section 3.01 above, eight (8) years after the Effective Date of this Agreement, or at such time when the City has paid Grant Payments under this Agreement totaling Five Hundred Thousand and No/100 Dollars (\$500,000.00), whichever occurs first.
 - (B) Subject to the right to cure described in this Article 7, upon written notice from Academy to the City, upon any breach by the City of its obligations specified in this Agreement.
 - (C) Subject to the right to cure described in this Article 7, upon written notice from the City to Academy, upon any breach by Academy of its obligations specified in this Agreement.
- 7.04 In the event this Agreement is terminated due to Academy's breach of any term or obligation of this Agreement, in addition to any other rights and remedies available to the City, Academy shall make repayment to the City of all monetary benefits provided to Academy pursuant to this Agreement. Repayment shall be made to the City within sixty (60) days of the termination of this Agreement as provided herein. Amounts required to be repaid to the City pursuant to this Agreement shall be repaid with interest, bearing an interest rate of ten percent (10%) per annum, said interest accruing beginning on the date of the original payment by the City to Academy. This Section 7.04 shall survive termination of this Agreement.

ARTICLE 8.
FORCE MAJEURE

- 8.01 Performance of the parties' obligations under this Agreement shall be subject to extension due to delay by reasons of events of force majeure, and the parties' obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, unreasonable delay in issuance of any permit and/or legal authorizations (including engineering approvals by any governmental entity), unreasonable delay in government approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions, pandemic, epidemic, or other public health emergency, or other causes beyond the parties' reasonable control, including but not limited to, any governmental order or restriction, or any court order or judgment resulting from any litigation affecting the Project, Property, or this Agreement.

ARTICLE 9.
GIFT TO PUBLIC SERVANT OR TO ACADEMY REPRESENTATIVE

- 9.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and this it will not offer, confer, or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this Section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- 9.02 Right of Reimbursement. Notwithstanding any other legal remedies, the City may obtain reimbursement for any expenditure made to Academy as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 10.
ASSIGNMENT

- 10.1 Academy may not assign any part of this Agreement without express written approval by the City Council of the City of Brenham, which approval will not be unreasonably withheld, provided that any approved assignee assumes, in writing, all of Academy's obligations under this Agreement.

ARTICLE 11.
INDEMNIFICATION

- 11.01 ACADEMY EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND VOLUNTEERS**

AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGEMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES, OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF ACADEMY OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE CITY, OR ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR VOLUNTEERS. Nothing in this paragraph may be construed as waiving any governmental immunity or other defense available to the City under state or federal law except as expressly provided herein. This provision is solely for the benefit of Academy and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

- 11.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present, and future officers, elected officials, directors, employees, and agents of the City) does not assume any responsibility to any third party in connection with Academy's construction of the Project.

ARTICLE 12. **MISCELLANEOUS MATTERS**

- 12.01 Time is of Essence. Time is of the essence in this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 12.02 Applicable Law and Venue. This Agreement is made subject to and in accordance with the City of Brenham Home Rule Charter and ordinances of the City, as amended, and all applicable local, state, or federal laws and regulations. This Agreement is performable in Washington County, Texas. Exclusive venue for any action arising under or involving this Agreement shall lie in the State District Courts of Washington County or if in federal court, the United States District Court for the Western District of Texas.
- 12.03 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.
- 12.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

- 12.05 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either Party be an agent, representative, trustee, or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.
- 12.06 Governmental Powers. By execution of this Agreement, the City does not waive or surrender any governmental immunities, powers, or rights, except as provided in Chapter 271, Texas Local Government Code.
- 12.07 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 12.08 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without mutual written agreement of the parties to be attached and made a part of this Agreement.
- 12.09 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (1) delivered personally, with a receipt requested therefore; or (2) sent by a nationally recognized overnight courier service; or (3) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below and shall be effective (1) upon receipt of or refusal if delivered personally; (2) one business day after depositing, with such an overnight courier service, or (3) three business days after deposit in the United States mail, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Academy: Academy Sports + Outdoors
1540 N. Mason Road
Katy, Texas 77449
ATTN: Brian Ferguson

With a copy to: Attorney

City: City of Brenham, Texas
P. O. Box 1059
Brenham, Texas 77834-1059
Attn: Carolyn D. Miller, City Manager

With a copy to: Cary L. Bovey
Bovey & Cochran, PLLC
2251 Double Creek Drive, Suite 204
Round Rock, Texas 78664
cary@boveycochran.com

- 12.10 Amendment. This Agreement may only be amended by mutual written agreement of the parties.
- 12.11 Severability. In the event that any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event that there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.
- 12.12 Attorney's Fees. The parties hereto agree that the prevailing party in any dispute, lawsuit, or legal proceeding between the parties arising out of this Agreement shall be entitled to receive its reasonably attorney's fees and costs.

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BRENHAM, TEXAS

Atwood C. Kenjura
Mayor

ATTEST

Jeana Bellinger, TRMC, CMC
City Secretary

APPROVED AS TO FORM

Cary Bovey, City Attorney

ACADEMY LTD. d/b/a
ACADEMY SPORTS + OUTDOORS
A Delaware Corporation

By: **ACADEMY MANAGING CO.,**
L.L.C., a Texas limited liability company, its
general partner

By: _____
Name: _____
Title: _____

DRAFT

CORE STATES GROUP

100% OWNERSHIP
SINCE 1987
TOTAL OF 100%
US APL
BUILT BY MORTGAGE LOST

[illegible][illegible][illegible]

CHECKED BY:	A.ASCHER
DRAWN BY:	C.SQUAND
DOCUMENT DATE:	08/29/2022
STORE #:	TBD
REL:	BIO SET



THESE DRAWINGS ARE NOT
COMPLETE WITHOUT THE
SEPARATE TYPE WRITTEN
SPECIFICATIONS MANUAL
WHICH ARE PART OF THE
CONTRACT DOCUMENTS.

2) UTILE FLAIN OVERALL
1" x 107.2"

1

SP1.0

EXHIBIT "B"

Brenham Market Square - Architectural Enhancement Requirements

Developer shall design and construct all structures located within the Brenham Market Square Development in accordance with adopted City of Brenham Codes and Ordinances. Additionally, the Developer shall construct all structures within the subject tract in accordance with the following architectural enhancements which provide greater variations in material, color, and texture to the exterior walls (elevations) of each façade.

Said architectural enhancements are collectively referred to herein as the "Decorative Elements Threshold" and the elevations of *each* Building in the Project must include and satisfy *all* of the following elements:

1. "Primary Building Materials" (only brick, natural stone, fiber cement nichiha panels, glass or glazing) shall cover at least fifty-five percent (55%) of each Building elevation;
2. "Secondary Building Materials" (only concrete masonry unit, concrete panel construction (tilt wall) stucco, cement board siding, EIFS or architectural metal pan) shall cover no more than thirty percent (30%) of each Building elevation; and
3. "Accent Materials" such as door and window frames, lintels, canopies, cornices, architectural metalwork, glass block, copper flashing, EIFS accent features such as cornices, or similar materials may be used on no more than fifteen percent (15%) of each Building elevation.

The Developer shall have the option to elect to forego the Decorative Elements Threshold for each elevation *not* visible from a public right-of way (existing or planned), provided that the Primary Building Materials percentage shall increase in the following manner on all remaining elevations visible from the public right-of-way. Any facades not visible from the public right-of-way and applicable to the exception shall be painted an inconspicuous natural color (such as a shade of tan, brown or green).

1. "Primary Building Materials" (only brick, natural stone, fiber cement nichiha panels, glass or glazing) shall cover at least sixty-five percent (65%) of each Building elevation;
2. "Secondary Building Materials" (only concrete masonry unit, concrete panel construction (tilt wall) stucco, cement board siding, EIFS or architectural metal pan) shall cover no more than twenty-five percent (25%) of each Building elevation; and
3. "Accent Materials" such as door and window frames, lintels, canopies, cornices, architectural metalwork, glass block, copper flashing, EIFS accent features such as cornices, or similar materials may be used on no more than ten percent (10%) of each Building elevation.

Within thirty (30) days after completion of construction of all buildings within the subject tract, the Developer shall deliver a written certification to the City Manager, with sufficient supporting documentation, that the Decorative Elements Threshold has been satisfied in the construction of the buildings. Within thirty (30) days after the City Manager's receipt of the written certification from the Developer, the City Manager shall provide a written notice approving the certification or stating the specific item(s) within the certification of which the City Manager does not approve based on the as-built construction of the buildings on the subject tract, such approval of the City Manager not to be unreasonably withheld, conditioned or delayed.

Brenham Market Square - Architectural Enhancement Requirements

The following words, terms and phrases, when used in this agreement shall have the meanings ascribed to them in this exhibit, except where the context clearly indicates a different meaning.

Words and terms that are not expressly defined in this exhibit have their ordinary dictionary meanings, based on the latest edition of Merriam-Webster's Unabridged Dictionary. When not inconsistent with the context, words used in the present tense include the future; words used in the singular number include the plural; and words used in the plural number include the singular.

BRICK: A masonry building block of clay baked in a kiln until hard.



NATURAL STONE: Masonry construction using stone material may consist of granite, marble, limestone, slate, river rock, and other hard and durable naturally occurring all weather stone. Cut stone and dimensioned stone techniques are acceptable.



Brenham Market Square - Architectural Enhancement Requirements

GLASS WALLS. An exterior wall with a maximum reflectance of twenty (20) percent, which carries no structural loads and consists of a combination of metal, glass, or other surfacing material supported in a metal framework. Glass walls include glass curtain walls.



CONCRETE MASONRY UNIT: Concrete masonry units used for masonry construction shall meet the latest standard contained within the building code. Concrete masonry units shall have an indented, hammered, split face finish or other similar architectural finish, and be integrally colored. Lightweight concrete block or cinder block construction is not acceptable as an exterior finish.



Brenham Market Square - Architectural Enhancement Requirements

CONCRETE PANEL CONSTRUCTION (TILT WALL): Concrete finish, pre-cast panel or tilt wall construction shall be painted, fluted, or exposed aggregate. Smooth or untextured concrete finishes are not acceptable unless painted.



STUCCO: An approximately 7/8-inch, cement-based, three-coat system that is applied over an approved, weather-resistive barrier and metal lath by spraying or troweling. The three-coat system is comprised of a scratch coat, brown coat and a finish coat that is color integrated and sealed.



Brenham Market Square - Architectural Enhancement Requirements

CEMENT BOARD SIDING (OR PANELS): Shall be fiber cement composite material made of cement reinforced with cellulose fibers.





Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon a Memorandum of Agreement (MOA) Between the City of Brenham and Blinn College for the Use of Soccer Fields at Hohlt Park and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-June 15, 2023

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

In 2018, Blinn College began their soccer program. At that time the City and Blinn entered into a 5yr. agreement that allowed Blinn to use Rankin Field for home games/clinics and other fields at Hohlt Park for practices. The partnership has been a good one and since Brenham no longer plays soccer at Rankin field it puts usage onto Rankin Field and allows the city to receive reimbursement for usage.

Now that it is 2023 a new contract must be signed and agreed upon. There were some minor changes to the MOA which Casey, myself, Blinn and Cary approved of with the bulk of the agreement remaining the same as the original in 2018. The reimbursement for usage will start at \$26,500 for Rankin Field, practice fields and the use of a dressing/storage room. It will increase by \$1,000 each year capping out at \$30,500 in the year 2030. The original agreement ended at \$25,500 per year.

This will be presented to the Parks Board on June 14th, but no issues are foreseen. It has been a good partnership and we look forward to another 5 yrs.

We ask that Council approve the MOA and soon after we will prepare for signatures and send to Blinn for their signatures.

ATTACHMENTS:

(1) Memorandum of Agreement

RECOMMENDED ACTION:

Approve a Memorandum of Agreement (MOA) between the City of Brenham and Blinn College for the use of soccer fields at Hohlt Park and authorize the Mayor to execute any necessary documentation.

**MEMORANDUM OF AGREEMENT
BETWEEN BLINN COLLEGE AND THE CITY OF BRENHAM, TEXAS
FOR THE USE OF SOCCER FIELDS AT HOHLT PARK**

Parties: City of Brenham, Texas (hereinafter also referred to as "City") and Blinn College (hereinafter also referred to as "College")

Recitals: Recognizing that cooperation is essential to provide first class intercollegiate soccer fields in the City and the College have agreed as follows:

1. Whereas, this Memorandum of Agreement (hereinafter referred to as "MOA") is Between the City and the College for the use of City soccer fields; and
2. Whereas, the City obtained land and constructed Hohlt Park (hereinafter also referred to as "Park") for the benefit of local residents; and
3. Whereas, within the Park, the City constructed several athletic fields for the use and enjoyment of athletic teams, including soccer fields ("Fields"); and
4. Whereas, the City maintains the Fields; and
5. Whereas, as consideration for its use of the Fields the College desires to compensate the City for a portion of the costs necessary to maintain the Fields;

NOW THEREFORE, the College and the City hereby agree to the following terms and conditions regarding the use and maintenance of the Field(s):

1. Recitals. The foregoing Recitals are hereby incorporated into this MOA between the parties for all purposes.
2. Term. This MOA shall be valid for a term of five (5) years beginning _____, 2023 and continuing through _____, 2028 unless earlier terminated by mutual consent of both parties or as otherwise set forth herein ("Term").
3. Compensation. On or before September 15th each year that this MOA is in effect, the College shall pay to the City the following amounts in accordance with the following schedule:

<u>Amount Due to City:</u>	<u>Due Date – On or Before:</u>
\$26,500	9/15/2023
\$27,500	9/15/2024
\$28,500	9/15/2025
\$29,500	9/15/2026
\$30,500	9/15/2027

The College shall make the payments as set forth above to:

City of Brenham
Attn: City Secretary
P.O. Box 1059
Brenham, TX 77834-1059

4. Use of Soccer Fields/Multi-Use Room (Soccer Side)
 - a. City agrees to provide the College the right to use Rankin Field located at Hohlt Park for its scheduled games during the Blinn Soccer season. The City also agrees that Blinn Soccer is authorized to utilize a practice field at Hohlt Park for practices during the intercollegiate soccer team's scheduled soccer season and during off-season. The use of one (1) multi-use room at Hohlt Park (Soccer Side) is also available to Blinn Soccer and may be used for daily storage of equipment and team meetings. The City reserves the right to use this multi-use room during weekend tournaments if needed, and the City's use will be communicated to Blinn Soccer prior to utilizing.
 - b. The City agrees to allow the College soccer program to utilize Rankin Field for fifteen (15) additional non-game days per calendar year for camps and tryouts. The specific dates for the additional days must be coordinated with the City's Parks Superintendent or his designee. No more than two (2) of the additional days can be on weekends.
 - c. During the College's intercollegiate soccer off-season and when not in use for scheduled games or practices during the Blinn Soccer season, the City retains its right to use the Fields for games, practices, tournament play, or any other use it deems appropriate.
 - d. As required by the City's Code of Ordinances, each organization which is approved by the City to use the Fields will be required to submit an annual refundable security deposit. This deposit rate has been set and approved by the City's Parks Advisory Board and the deposit rate will not change unless approved and modified by the Parks Advisory Board.
5. Maintenance of the Field. The City agrees to maintain the Fields in good order for use for intercollegiate soccer practices and games throughout the Term of this MOA. Maintenance of the Fields shall include maintenance of the lights within the Fields and the scoreboard along with striping and mowing of the field. The City will conduct litter and restroom duties each day prior to games at Rankin Field. When multiple games are played on the same day it is the responsibility of the College to perform litter control and stocking of the restrooms as supplies are needed. The City will supply the necessary items for these purposes. Speakers for the PA system at Rankin Field are the responsibility of the City

but it is the responsibility of the College to provide the PA system itself. During the Term of this MOA, should the College desire to construct, or request the City construct, any permanent improvements or additions other than routine maintenance it must be mutually agreed upon by both parties in writing prior to the commencement of any construction. The compensation setout herein is only for routine maintenance of the Fields. Funding for any permanent improvements, additions, or capital needs shall be agreed to in writing by both parties prior to commencement of any construction.

6. Contact Information. The parties to this MOA shall designate a contact person who will be responsible for implementing this MOA. The contact person for the City will be Casey Redman, Parks Superintendent or his designated representative. The City's Parks Superintendent can be reached at (979) 337-7235. The contact person for the College is Michael McBride, Head Soccer Coach / Division Chair. The College contact person can be reached at (979) 830-4922. Any notice required by this MOA shall be forwarded to each respective party at the following addresses:

City of Brenham
Attn: City Secretary
P.O. Box 1059
Brenham, TX 77834-1059

Blinn College
Attn: Office of the Chancellor
902 College Avenue
Brenham, TX 77833

7. Miscellaneous Provisions:
 - a. *Entire Agreement.* This MOA 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 or in writing. Each party to the MOA 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 MOA shall be valid or binding, unless a modification has been properly executed.
 - b. *Modification.* This MOA 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 the College 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 MOA. The City and the College

are separate governmental entities, and as such, are responsible for any injury, claim, or cause of action arising out of their participation or control of this MOA as may be provided by applicable law.

- d. *Termination.* Either party may terminate this MOA by giving written notice of intent to terminate upon at least 365 calendar days in advance of the effective termination date. Notice of termination shall be given to all parties covered by this MOA.
- e. *Invalid Provisions.* Any clause, sentence, paragraph, or article of this MOA 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 MOA if the MOA can be given effect without the invalid portion.
- f. *Applicable Laws; Venue.* This MOA shall be construed in accordance with the laws of the State of Texas. Exclusive venue for any claim, cause of action, lawsuit, or other legal proceeding arising out of this MOA shall be in Washington County, Texas.

The parties have executed this instrument hereto as follows:

Executed this ____ day of _____, 2023.

City of Brenham, Texas

Atwood C. Kenjura, Mayor

Blinn College

Dr. Mary Hensley, Chancellor



Regular City Council
AGENDA ITEM 13.

Agenda Item: Discuss and Possibly Act Upon a Lease Agreement Between the City of Brenham and Brenham RC Airplane Club Related to Property Located at 2080 Old Navasota Road, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-June 15, 2023

Department: Public Works

Staff Contact: Kyle Branham

SUMMARY STATEMENT:

In 1994 the City of Brenham entered into a lease agreement with Das Kliene Flugzueg Klubb (The little airplane club) / 3118 Model Airplane Club. This club was established well over 20 years ago and originally had their site located at the property off Chadwick-Hogan Rd. in Chappell Hill. This was the proposed, undeveloped property for the new landfill. Approximately 12-15 years ago this property was sold and the City then relocated the club to the current location which is about 2 acres on the Old Landfill site at 2080 Old Navasota Rd. Since this original contract was quite old and several things have changed, the city wanted to update the contract to represent those changes.

Today the club is operating as the Brenham RC Airplane Club with approximately 25 members comprised of local citizens both City and County and of all ages. The club flies model airplanes that they build or buy to prepare and practice for competitions or leisurely flying. The club has been a great partner over the years and the City feels this is an ideal space for them. They perform their own maintenance on the landing strip and the amenities at the location that they have provided.

ATTACHMENTS:

- (1) Lease
- (2) Map
- (3) Pictures

RECOMMENDED ACTION:

Approve a lease agreement between the City of Brenham and Brenham RC Airplane Club related to property located at 2080 Old Navasota Road, Brenham, Texas and authorize the Mayor to execute any necessary documentation.

THE STATE OF TEXAS §

§

COUNTY OF WASHINGTON §

LEASE AGREEMENT

This Lease Agreement (“Lease”) made and entered into by and between the City of Brenham, a Texas municipal corporation, hereinafter referred to as a Lessor, and the Brenham RC Airplane Club, an unincorporated nonprofit association, also identifiable as Academy of Model Aeronautics Club # 3118, hereinafter referred to as Lessee:

WITNESSETH:

That Lessor does hereby lease, and Lessee does hereby rent, a portion of a tract of land owned by the City of Brenham located on 2080 Old Navasota Road, Brenham, Texas, for a term of twelve (12) months commencing the 1st day of June, 2023, and ending on the 31st day of May, 2024, at a rental rate of TEN DOLLARS (\$10.00) per year, as the City Manager may more particularly describe. As further Consideration, Lessee will mow and maintain all grass and other vegetation on the property as detailed in Section 12. This lease is automatically renewable annually unless either party cancels prior to the anniversary date of the lease.

The Lessor and the Lessee further stipulate, covenant and agree as follows:

1. **DEFAULT.** If Lessee shall default in any of the covenants contained herein, and should such default continue for fifteen (15) days after receipt by Lessee of written notice hereof, it shall be lawful for the Lessor to re-enter the said premises and to again have and enjoy the same.
2. **USE OF PREMISES.** The Lessee will use said premises exclusively for the sport of model airplane flying and observing the same, and the Lessee will supply any apparatus, appliance or material and will have done any work for, in or about the leased premises which may be required or ordered by any law or lawful authority. Lessee agrees to keep said premises, sidewalks, driveways, drains, and rights-of-way incident to such premises in good repair excluding normal wear and tear. Lessee agrees not to use the premises for any other purposes.
3. **TAXES.** Lessee shall be responsible for all taxes, licenses, fees, or any other charges assessed against the premises.
4. **FIXTURES.** Fixtures placed in or upon the premises by Lessee shall remain the property of the Lessee unless removal of the fixture(s) will cause damage to the premises, in which case the fixture(s) shall become property of the Lessor. Placement or installation of all fixtures must be approved in advance by the City Manager. Additionally, Lessor acknowledges and approves the Lessee’s placement of two (2) 24 ft. x 24 ft. carports on the premises for shade, as well as a 20 ft. Conex container for storage; the carports and Conex container shall remain the property of the Lessee.

5. **EQUIPMENT ON PREMISES.** Any materials, equipment, or facilities employed in such use will be supplied and maintained by Lessee.
6. **CANCELLATION OF LEASE.** Lessor shall have the option to cancel this lease at any time upon thirty (30) days prior notice to the Lessee.
7. **NOTICES.** All notices required under this lease shall be deemed to be properly served if delivered in writing personally or sent by certified mail to the undersigned parties at the address indicated herein. Date of service of notice shall be the date on which notice is deposited with the U.S. Postal Service.
8. **HOLDOVER TENANT.** Should the Lessee remain in possession of the leased premises after termination of the term and remain in possession of said premises after such termination, the lease shall continue from month to month at the same rental and on the same condition except as to term as herein provided.
9. **EXPIRATION OF LEASE TERM.** Lessee shall, on vacating the premises at the end of the lease term, remove all trash and rubbish, and leave the premises in good order and repair, except for reasonable wear and tear. Any personal property of Lessee which shall remain on the property after the expiration or termination of the term and Lessee's removal from the premises shall be deemed to have been abandoned by Lessee and either may be retained by Lessor as his property or may be disposed of in such manner as the Lessor may see fit. Lessee shall surrender the leased premises free and clear of all liens, charges, or encumbrances thereon resulting from any act or omission on Lessee's part and free and clear of all violations thereon placed by any federal, state, municipal, or other agency or authority, and shall indemnify Lessor against any and all costs, expense, damage, cost, and attorney's fees arising out of Lessee's failure to do so.
10. **PROPERTY AND CASUALTY INSURANCE PREMIUMS.** Lessee shall maintain property and casualty insurance at replacement cost for the building and fixtures. All said insurance premiums shall be paid by Lessee. Lessee shall maintain a general liability policy in effect at all times in the minimum amount of \$1,000,000.00.
11. **SIGNS.** All exterior signs proposed to be erected by the Lessee on the leased premises shall be approved by the Lessor's City Manager or his designee prior to the construction and installation of such signs.
12. **MAINTENANCE AND REPAIR.** Lessor shall not be required to make any improvements, replacements or repairs of any kind or character to the leased premises during the term of this Lease. Furthermore, Lessee shall repair and pay for any damage caused by the negligence or default of Lessee or Lessee's agents and employees. Lessor shall not be liable to Lessee for any damage or inconvenience. Lessee accepts the property "AS IS" and Lessor will make no alterations or improvements to said property for Lessee's occupation of said premises.

Lessee is responsible for regularly mowing and maintaining all grass and other vegetation on the property. Lessee shall not allow any damage to be committed on any portion of the leased premises, and at the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the leased premises to Lessor in as good condition as existed at the commencement date or completion date of this Lease, ordinary wear and tear excepted. The cost and expense of any repairs necessary to restore the condition of the leased premises shall be borne by Lessee, and if Lessor undertakes to restore the lease premises, it shall have a right of reimbursement against Lessee.

- 13. ENTRY.** Lessor shall have the right, at all reasonable hours, to enter the leased premises for the following reasons: inspection or determining if an act of default under this Lease has occurred.
- 14. ASSIGNMENT.** Neither Lessor nor Lessee shall have the right to transfer and assign, in whole or in part, its rights and obligations in the building and property that are the subject of this Lease.
- 15. LESSOR'S LIEN.** As security for payment of rent, damages and all other payment required to be made by this Lease, Lessee hereby grants to Lessor a lien upon all property of Lessee now or subsequently located upon the leased premises. If Lessee abandons or vacates any substantial portion of the leased premises or is in default in the payment of any rentals, damages or other payments required to be made by this Lease or is in default of any other provision of this Lease, Lessor may enter upon the lease premises, by picking or changing locks if necessary, and take possession of all or any part of the personal property, and may sell all or any part of the personal property at a public or private sale, in one or successive sales, with or without notice, to the highest bidder for cash, and, on behalf of Lessee, sell and convey all or part of the personal property to the highest bidder all of Lessee's title and interest in the personal property sold to him. The proceeds of the sale of the personal property shall be applied by Lessor toward the reasonable costs and expenses of the sale, including attorney's fees, and then toward the payment of all sums then due by Lessee to Lessor under the terms of this Lease; any excess remaining shall be paid to Lessee or any other person entitled thereto by law.
- 16. INDEMNITY.** Lessee agrees to indemnify and forever after hold harmless Lessor from any and all claims, causes of action, damages, and attorney's fees or other liabilities asserted against the Lessor by any third parties resulting from the use of the premises by Lessee.
- 17. CONSTRUCTION.** The validity, interpretation, construction and performance of this agreement shall be governed by the laws of the State of Texas. This Agreement is performable in Washington County, Texas.
- 18. SAVINGS CLAUSE.** In the event that any of the terms or provisions contained in this agreement shall be construed or declared by any court of competent jurisdiction to be invalid, or unenforceable in only one part, the rest or remainder of the terms or provisions of this agreement shall none the less remain in full force, and shall be binding upon the parties hereto,

and their respective heirs, successors, and assigns. Further, to the extent reasonably possible, the remainder of this agreement shall be given the intent manifested by the portion, if any, held invalid or inoperative.

- 19. ENTIRETY.** This agreement, which is executed in duplicate original, one for each party, each of which shall be considered a binding agreement, but which shall constitute one and the same agreement. This agreement is the entire agreement between the parties and supersedes all previous written, oral, expressed, or implied representations, agreements, and understandings between the parties.
- 20. AMENDMENT.** No provision of this agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by an authorized representative on behalf of Lessee or Lessor. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
- 21. EFFECTIVE DATE.** This agreement is executed as of the date acknowledged by the respective parties hereto, but is effective the first day of June, 2023.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the _____ day of _____, _____.

SIGNED AND ACKNOWLEDGED in multiple copies before the undersigned notary.

LESSOR:
CITY OF BRENHAM

Atwood C. Kenjura
Mayor

ADDRESS:
P.O. BOX 1059
Brenham, Texas 77834-1059

LESSEE:
**ACADEMY OF MODEL
AERONAUTICS CLUB # 3118**

ADDRESS:

STATE OF TEXAS

COUNTY OF WASHINGTON

Before me, a Notary Public, on this day personally appeared Atwood C. Kenjura, Mayor of the City of Brenham (Lessor) known to me to be the person whose name is subscribed the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

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

Notary Public in and for
The State of Texas

STATE OF TEXAS

COUNTY OF WASHINGTON

Before me, a Notary Public, on this day personally appeared _____,
_____ of Academy of Model Aeronautics Club # 3118 (Lessee) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that it executed the same for the purposes and consideration therein expressed.

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

Notary Public in and for
The State of Texas



Airplane Club Mowing Area

1 inch = 100 feet













Regular City Council
AGENDA ITEM 14.

Agenda Item: Discuss and Possibly Act Upon Amending Authorized Signatories for Bank of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-June 15, 2023

Department: Finance

Staff Contact: Stacy Hardy

SUMMARY STATEMENT:

Due to the recent election of a new mayor, the authorized signers for the City's Bank of Brenham accounts need to be updated. The initial change is to remove Milton Y. Tate, Jr.'s name from the City of Brenham banking documents. To be added is Atwood C. Kenjura, Mayor, to Brenham banking documents. With the removal of Mr. Tate and the addition of Mr. Kenjura, three authorized signatories will remain in place. They are: Mayor Atwood C. Kenjura, City Manager, Carolyn D. Miller, and Director of Administrative Services, Jeana Bellinger.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Approve amending authorized signatories for Bank of Brenham to be Mayor Atwood C. Kenjura, City Manager Carolyn D. Miller, and Director of Administrative Services Jeana Bellinger and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 15.

Agenda Item: Discuss and Possibly Act Upon

- a. **Resolution No. R-23-023 In Support of the Closure of Alamo Street Between S. Austin Street and Park Street for Film/Video Production**
- b. **Resolution No. R-23-024 In Support of the Closure of Market Street Between Alamo Street and Main Street for Film/Video Production**
- c. **Resolution No. R-23-025 In Support of the Closure of Alamo Street Between Park Street and Baylor Street for Film/Video Production**

Meeting Type: Regular Meeting-June 15, 2023

Department: Economic Development

Staff Contact: Jennifer Eckermann

SUMMARY STATEMENT:

Included in your packet are Resolutions in support of three TxDOT Highway road closures needed for filming in Downtown Brenham August 2-3. I've included a copy of the TxDOT Agreement with Ick Productions, LLC that lines out the three closures in Attachment A.

Associate Producer Frank Anthony met with city staff and interested business owners who would be affected by the closures, and all the meetings went well. The Police Department and Street Department have supplied anticipated personnel costs involved with the road closures and an on-site presence by law enforcement.

We ask that you approve Resolutions a-c in support of road closures needed for filming downtown August 2-3.

ATTACHMENTS:

- (1) Resolution No. R-23-023
- (2) Resolution No. R-23-024
- (3) Resolution No. R-23-025
- (4) TxDOT Agreement with Ick Productions

RECOMMENDED ACTION:

Approve (a) Resolution No. R-23-023 in support of the closure of Alamo Street between S. Austin Street and Park Street for film/video production; (b) Resolution No. R-23-024 in support of the closure of Market Street between Alamo Street and Main Street for film/video production; and (c) Resolution No. R-23-025 in support of the closure of Alamo Street between Park Street and Baylor Street for film/video production.

RESOLUTION NO. R-23-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS IN SUPPORT OF THE CLOSURE OF ALAMO STREET, A TXDOT ROADWAY, FOR FILM/VIDEO PRODUCTION IN DOWNTOWN BRENHAM, TEXAS AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

WHEREAS, the Texas Department of Transportation (TXDOT) operates certain state highways within the City limits of the City of Brenham; and

WHEREAS, the TXDOT has received a request from Ick Productions, LLC for the closure of a portion of Alamo Street, said street being part of the state highway system within the City of Brenham; and

WHEREAS, the TXDOT and the City of Brenham have agreed to certain terms and conditions regarding the closure of a portion of the state highway system within the City limits for the purpose stated herein below;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS that it supports the closure of Alamo Street, between Austin Street and Park Street, as requested by Ick Productions, LLC for film/video production in downtown on Wednesday, August 2, 2023 from 7:00 a.m. to 5:00 p.m. This Resolution is effective immediately upon its adoption.

PASSED AND APPROVED this the 15th day of June, 2023.

Atwood C. Kenjura, Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

RESOLUTION NO. R-23-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS IN SUPPORT OF THE CLOSURE OF MARKET STREET, A TXDOT ROADWAY, FOR FILM/VIDEO PRODUCTION IN DOWNTOWN BRENHAM, TEXAS AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

WHEREAS, the Texas Department of Transportation (TXDOT) operates certain state highways within the City limits of the City of Brenham; and

WHEREAS, the TXDOT has received a request from Ick Productions, LLC for the closure of a portion of Market Street, said street being a part of the state highway system within the City of Brenham; and

WHEREAS, the TXDOT and the City of Brenham have agreed to certain terms and conditions regarding the closure of a portion of the state highway system within the City limits for the purpose stated herein below;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS that it supports the closure of Market Street, between Alamo Street and Main Street, as requested by Ick Productions, LLC for film/video production in downtown on Thursday, August 3, 2023 from 4:30 p.m. to 9:00 p.m. This Resolution is effective immediately upon its adoption.

PASSED AND APPROVED this the 15th day of June, 2023.

Atwood C. Kenjura, Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

RESOLUTION NO. R-23-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS IN SUPPORT OF THE CLOSURE OF ALAMO STREET, A TXDOT ROADWAY, FOR FILM/VIDEO PRODUCTION IN DOWNTOWN BRENHAM, TEXAS AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

WHEREAS, the Texas Department of Transportation (TXDOT) operates certain state highways within the City limits of the City of Brenham; and

WHEREAS, the TXDOT has received a request from Ick Productions, LLC for the closure of a portion of Alamo Street, said street being a part of the state highway system within the City of Brenham; and

WHEREAS, the TXDOT and the City of Brenham have agreed to certain terms and conditions regarding the closure of a portion of the state highway system within the City limits for the purpose stated herein below;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS that it supports the closure of Alamo Street, between Park Street and Baylor Street, as requested by Ick Productions, LLC for film/video production in downtown on Thursday, August 3, 2023 from 9:00 p.m. to 11:30 p.m. This Resolution is effective immediately upon its adoption.

PASSED AND APPROVED this the 15th day of June, 2023.

Atwood C. Kenjura, Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR
FILM/VIDEO PRODUCTION ON
STATE HIGHWAY RIGHT OF WAY**

THIS AGREEMENT, is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and Ick Productions, LLC, hereinafter referred to as the "Requestor".

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit; and

WHEREAS, the Requestor has requested permission from the State to use State highway facilities and their adjacent right of way, hereinafter referred to as State Property, principally in the County of Washington County and at locations as more fully described in the Description of Activities and Production Stop and Start Date and Times - Attachment A, which is attached hereto and made a part of this Agreement, for the purpose of a film/video related production; and

WHEREAS, in accordance with Government Code, Chapter 485, it is the policy of the State to cooperate with the Office of the Governor's Music, Film, Television, and Multimedia Office to the greatest extent possible to fully implement the state's goal of promoting the development of music, film, television, and multimedia industries in Texas; and

WHEREAS, this Agreement is intended to encourage and facilitate access to State highway facilities and their adjacent right of way for the promotion of that goal while preserving the safety and convenience of the traveling public and the integrity of state highway facilities and right of way; and

WHEREAS, 43 Texas Administrative Code, Section 22.13, Film and Video Productions establishes the rules and procedures for promoting this industry; and

WHEREAS, this Agreement has been developed in accordance with the rules and procedures of 43 Texas Administrative Code, Section 22.13;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and Agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. The Requestor's description of the location of the State property to be used, the times and dates of use, and the activities, including the placement of people and equipment that will be placed on the State property is attached in writing as Attachment A and is hereby made a part of this Agreement.

Article 2. It is expressly understood that the State does not purport hereby to grant any right, claim, title, or easement in or upon this State property. Furthermore, approval of this Agreement by the State does not constitute approval by any other Texas State Agency. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided by this contract.

Article 3. The Requestor agrees to indemnify and save harmless the State, its officers, its agents, contractors, and employees from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property as a consequence of the above referenced activity and any related activity by the Requestor and from any claims or amounts arising or recovered under the "Workers' Compensation Laws;" Civil Practice & Remedies Code Section 101.021, and Section 101.051; or any other laws.

Article 4. The Requestor shall further indemnify the State and accept responsibility for all damages or injury to property of any character occurring during the prosecution of the activity resulting from any act, omission, neglect or misconduct on the part of the Requestor in the manner or method of executing the activity. The Requestor assumes all costs associated with or because of this Agreement.

Article 5. The State, having the legal right to occupy State property, is not responsible or liable for damages to the Requestor's property or operations. The Requestor's attention is directed to the fact that utility installations owned by others exist in the State property. The Requestor shall save harmless the State from any and all suits or claims resulting from damage to any utility installation due to the above referenced activity.

Article 6. The Requestor will avoid or minimize damage on or outside the State property. The Requestor will, at its own expense, restore or repair damage occurring on or outside State property, including but not limited to roadway and drainage structure, overhead signs, signs, traffic signals, pavement markings, pavement, etc., to a condition equal to that existing before the production, and restore the natural and cultural environment in accordance with federal and state laws, including landscape and historical features.

Article 7. Any costs incurred by the State for repairs to the State property, for the removal of debris, or for any other necessary restoration work as a result of the activity will be billed to the Requestor at cost. The Requestor shall make full and complete payment to the State within thirty (30) days from receipt of State's written notification.

Whenever funds are paid by the Requestor to the State under this agreement, the Requestor shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and may only be applied by the State to the project.

Article 8. The Requestor's performance shall be in compliance with all federal, state and local laws, ordinances, and regulations including but not limited to:

- ◆ the Endangered Species Act of 1973, 16 USC Section 1531 et seq., and the regulations there under as amended;
- ◆ the Texas Department of Transportation (TxDOT) erosion and sedimentation control standards and TxDOT Vegetation and Management Standards, which may in any way regulate or control the activity; and
- ◆ all state and federal environmental laws and any conditions required by the State to protect the environment.

Article 9. If any action of the Requestor occurs within the limits of an incorporated area, the Requestor shall obtain written approval, a permit, or appropriate documentation from such authority(ies), and attach said approval to this Agreement as Attachment B, which is hereby made a part of this Agreement.

Article 10. It is mutually agreed and understood that if the above referenced section of the State property is to be partially or totally temporarily closed, it will be closed in accordance with the "Traffic Control Plan" attached as Attachment C and hereby made a part of this Agreement. The Traffic Control Plan shall be provided by the Requestor, at no cost to the State, and approved by the State, and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices, latest edition. Any temporary traffic control devices must be included in the department's Compliant Work Zone Traffic Control Device List. The State may require that any traffic control plans of sufficient complexity be signed, sealed, and dated by a registered professional engineer. The Requestor hereby agrees to accept full responsibility for the complete planning, design and implementation of the Traffic Control Plan. This plan will include a traffic enforcement plan, including a letter by mail or facsimile from the local law enforcement agency that will be providing the traffic control for the event or a contact name and telephone number of the responsible law enforcement agency. Law enforcement will be present at all times during the closure unless stated otherwise in the Traffic Control Plan.

The State reserves the right to inspect the implementation of the traffic control plan and if the traffic control plan is found to be inadequate, the responsible party will bring the traffic control into compliance with the originally submitted plan, upon written notice from the department noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure. The Requestor will complete all revisions to the traffic control plan as requested by the State within the required timeframe or the agreement will be terminated upon written notice from the State to the Requestor.

Article 11. The Requestor agrees to accept full responsibility for coordinating and making arrangements with the local law enforcement personnel to provide adequate and safe traffic control during the above referenced activity at no cost to the State. The Requestor will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control plan, it will contact the State for consultation no less than 10 workdays prior to the closure.

Article 12. The Requestor will follow any and all traffic control requirements that the local law enforcement personnel or the State may require, such as but not limited to:

- a) If the use of the State property is creating a traffic hazard, it will be re-opened to traffic. If necessary, the activity will be rescheduled to another time which is agreeable to the State, the Requestor, and the local law enforcement personnel.
- b) The Requestor hereby agrees to immediately reopen any partially or totally closed State property to emergency vehicles, law enforcement personnel, or others in case of emergency.
- c) The Requestor hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.
- d) The requestor hereby agrees that the convenience of abutting property owners and residents will be adequately protected, and adequate access for such persons to their property will be assured.

Article 13. The Requestor has provided the State with "Certificate of Insurance - Form No. 1560," latest revision, covering the insurance limits for the duration of the activity. Such Certificate of Insurance is attached as Attachment D and is hereby made a part of this Agreement.

Article 14. This Agreement shall terminate on the final date of the Requestor's use of State Property as specified in Attachment A - Description of Activities and Production Stop and Start Date and Times, unless terminated by:

- ◆ Mutual agreement and written consent of both parties,
- ◆ The State upon written notice to the Requestor as consequence of the Requestor's failure to perform the responsibilities set forth herein (the State may grant allowances for circumstances beyond the control of the Requestor),
- ◆ the State for reasons of its own and not subject to mutual consent of the Requestor upon not less than fifteen (15) days written notice to the Requestor, or
- ◆ By satisfactory completion of the Requestor's temporary use of the State property.

The termination of this Agreement and payment of any amount in settlement as prescribed herein shall extinguish all rights, duties, and obligations of the State and the Requestor. Prior to termination of this Agreement, the Requestor shall vacate the State property and restore it to the original condition in a manner described herein.

Article 15. Any changes in the time frame, character, or responsibilities of the parties shall be enacted by a written amendment executed by the State and the Requestor.

Article 16. Should disputes arise between the parties regarding the obligations and responsibilities established herein, the State's decision shall be final and binding.

Article 17. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article 18. This Agreement constitutes the sole and only Agreement between the parties hereto and supersedes any prior understandings and/or written or oral Agreements between the State and the Requestor respecting the within subject matter.

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid addressed to such party at the following addresses:

For the State:**For the Requestor:**Attn: _____
(name)_____
(office)_____
(street address)_____
(city / state / zip)_____
(telephone number)_____
(e-mail optional)Attn: Ick Productions, LLC
(name)Splendora ISD Admin Building (Temp Office)
(office)23419 FM 2090
(street address)Splendora, Tx 77372
(city / state / zip)832-799-1588
(telephone number)thefrankanthony@gmail.com
(e-mail optional)

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 19. The undersigned for the Requestor represents and warrants that they are an officer of the Requestor for which they have executed this Agreement and that they have the full and complete authority to enter into this Agreement on behalf of the Requestor.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed on the dates shown below stated.

REQUESTOR NAME**THE STATE OF TEXAS**Ick Productions, LLC
_____By: 
(Signature)Name: Frank Anthony Velasquez
(Typed)Associate Producer/Location Manager
(Title)Date: 6/7/23

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer_____
District

Date: _____

LIST OF ATTACHMENTS	
Attachment	Description
A	Description of Activities and Production Stop and Start Date and Times
B	Local authority(ies) concurrence, if applicable
C	Traffic Control Plan, if applicable
D	Certification of Insurance – Form 1560

Attachment A - Description of Activities and Production Stop and Start Date and Times

DESCRIPTION OF ACTIVITY (including placement of people & equipment)		Location			Start and Stop Dates and Times <u>Including Site Restoration</u>
		County Name	Highway Number	Description of physical location	
1	Filming movie scenes that involve towns people (actors) walking on street. As well as our camera, lighting, and production crew. Lighting and camera equipment will be on street and some cars as well.	Washington County	Business 290	W. Alamo St. entering into historical downtown Brenham	8/2/23 7am - 7pm
2	Filming movie scenes that involve towns people (actors) walking on street. As well as our camera, lighting, and production crew. Lighting and camera equipment will be on street.	Washington County	Business 290	Market Street: from Alamo to Main St.	8/3/23 4:30pm-9pm
3	Filming movie scenes that involve towns people (actors) walking on street. As well as our camera, lighting, and production crew. Lighting and camera equipment will be on street.	Washington County	Business 290	Alamo Street: Park St. (including the intersection) to Baylor Street (including the intersection)	8/3/23 9:00 pm – 11:30 pm
4					

**Local Authority(ies) Concurrence
If Applicable - Attachment B**

Traffic Control Plan If Applicable – Attachment C

Attachment D

Certificate of Insurance – Form 1560

The current Certificate of Insurance Form 1560-CS must be completed and attached to the agreement. The form can be found on the Contract Services Crossroads site.



Regular City Council
AGENDA ITEM 17.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas

Meeting Type: Regular Meeting-June 15, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.



Regular City Council
AGENDA ITEM 18.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters

Meeting Type: Regular Meeting-June 15, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.