



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JUNE 6, 2019 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN ST.
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Attorney Cary Bovey**
- 3. Citizens Comments**

CONSENT AGENDA

4. Statutory Consent Agenda

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

- 4-a. Minutes from the April 18, 2019 and May 2, 2019 Regular City Council Meetings and May 7, 2019 and May 14, 2019 Special City Council Meetings**
- 4-b. Approve a Noise Variance for the City of Brenham for a Pop-Up Play Day to be Held on June 8, 2019 from 11:00 a.m. – 2:00 p.m. at Jackson Street Park and Authorize the Mayor to Execute Any Necessary Documentation**
- 4-c. Approve a Noise Variance in Connection with the 2019 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held from 2:30 p.m. to Midnight on July 6, 13, 20 and 27, 2019 and Authorize the Mayor to Execute Any Necessary Documentation**

Pages 1 - 23

PUBLIC HEARING

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

Pages 24 - 27

REGULAR SESSION

6. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 21, Signs, of the Code of Ordinances of the City of Brenham (Case No. P-19-019)**
Pages 28 - 105
7. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Amend Part II, Division II, Section 3.02, Permitted Uses: (Nonresidential Uses) to Allow Signs for Public Facilities Which are Placed by a Government Entity or Public Institution of Higher Education as a Permitted Use in the Local Business/Residential Mixed Use (B-1) District in Brenham, Washington County, Texas (Case No. P-19-020)**
Pages 106 - 109
8. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Establishing an Ad Valorem Tax Freeze for Residential Homestead Property Owners of the City of Brenham Who Are Disabled or 65 Years of Age or Older**
Pages 110 - 114
9. **Discuss and Possibly Act Upon Resolution No. R-19-014 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2019 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held on July 6, 13, 20 and 27, 2019**
Pages 115 - 129
10. **Discuss and Possibly Act Upon a Professional Services Agreement with Strand Associates, Inc. for Henderson Park Improvements, Phase 2, and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 130 - 145
11. **Discuss and Possibly Act Upon Change Order No. 1 and Final Payment to Thielemann Construction for the Fireman’s Park Public Restrooms and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 146 - 151
12. **Discuss and Possibly Act Upon Change Order No. 1 and Final Payment to Progressive Commercial Aquatics, Inc. for Repairs to the Outdoor Leisure Pool at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 152 - 158
13. **Discuss and Possibly Act Upon Resolution No. R-19-015 Authorizing the Conveyance of Public Safety Radios to the Brazos Valley Wide Area Communications System (BVGWACS) and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 159 - 162
14. **Discuss and Possibly Act Upon Change Order No. 2 to the Professional Services Agreement with Strand Associates, Inc. for Services Related to FY19 Water Main Replacements and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 163 - 167

15. Administrative/Elected Officials Report

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

EXECUTIVE SESSION

- 16. Section 551.087 – Texas Government Code – Economic Development Negotiations – Discuss and Deliberate Project BK Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate, Stay or Expand In or Near the City of Brenham and With Which the City is Conducting Economic Development Negotiations** **Page 168**

- 17. Section 551.076 – Texas Government Code – Security Devices – Discuss and Deliberate Security Needs of City Hall and Other City Facilities** **Page 169**

RE-OPEN REGULAR AGENDA

- 18. Discuss and Possibly Act Upon Resolution No. R-19-016 Approving the Amendment of the Chapter 380 Economic Development Agreement Between the City of Brenham and BK Stringer, Ltd.** **Pages 170 - 174**

Adjourn

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

CERTIFICATION

I certify that a copy of the June 6, 2019 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on June 3, 2019 at **11:00 A.M.**

Jeana Bellinger, TRMC, CMC
City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ day of _____, 2019 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on April 18, 2019 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary – Director of Administrative Services Jeana Bellinger, Deputy City Secretary I Kacey Weiss, Deputy City Secretary II Karen Stack, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Human Resources Director Susan Nienstedt, Debbie Gaffey, Director of Tourism and Marketing Jennifer Eckermann, Fire Chief Ricky Boeker, Dant Lange, Public Works Director Dane Rau, Development Services Director Lori Sanguedolce, Stephanie Doland, Susan Cates, Melinda Gordon, Caz Muske, Kevin Boggus, Sierra Newell, Kejan Mehlhorn, Kelvin Raven, Seth Klehm, Alyson Tofel, Steven Eilert, Lloyd Powell, Armando Guerra, Jared Campbell, Terrence Johnson and Curtis Schoen

Citizens present:

Anthony Smith, Katie Burch, Samantha Medve, Cassy Mayes, Charly Hendrickson, Sally Clinton, Dorothy Morgan, Tracy Ross, Wayne Winkelmann, Ahmed Fouad, Brandon Marth and Bradley Schomburg

Media Present:

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

1. **Call Meeting to Order**
2. **Invocation and Pledges to the US and Texas Flags – Councilmember Goss**
3. **Special Presentation**
 - **Life Saving Award Presented to Brenham Police Department Corporal Kejan Mehlhorn**
4. **Special Recognition - Police Department Promotion**
 - **Sierra Newell, Corporal**
5. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

6. **Statutory Consent Agenda**
 - 6-a. **Minutes from the March 21, 2019 Regular City Council Meeting and March 21, 2019 Special City Council Meeting**
 - 6-b. **Ordinance No. O-19-014 on Its Second Reading Amending Chapter 12, Health and Sanitation, of the Code of Ordinances of the City of Brenham, Regarding Use of Tobacco at City-Owned Facilities**

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the Statutory Consent Agenda Items 6-a. and 6-b. as presented.

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

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

WORK SESSION

7. Discuss and Review the FY2018-19 First Quarter Financial Report

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller advised the status of the General Fund and the five major utility funds in the report. Miller reported the City experienced favorable actual to budget net revenues in the General Fund and all utility funds except the Water Fund.

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

Deputy City Secretary II Karen Stack presented this item. Stack explained that the City's Ordinance related to Vehicles for Hire was last updated in 2010. Stack stated that it has come to staff's attention that since that time, technological advances have rendered portions of the ordinance out-of-date. Stack advised that specifically, the current ordinance required every permitted taxicab operating in the City of Brenham to have a taximeter installed. Stack noted that it has been brought to staff's attention that this technology is dated and that the trend is toward "virtual taximeters," which are GPS-based phone and tablet applications that calculate distance and fares. Stack also discussed maximum taxicab fares and vehicle requirements and inspections.

Ahmed Fouad, owner of Hill Country Taxi based in College Station, addressed Council regarding taximeters and fares. Mr. Fouad stated that he would like to see the fares in Brenham be the same as what they are in College Station. Stack stated that she would contact the City of College Station and get the fare rates.

Mayor Tate advised Stack to discuss the fare rates with Mr. Fouad and to bring the item back to Council at a future meeting.

REGULAR SESSION

9. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Part II, Division 1, Section 18 to Establish Exterior Construction Materials for Selected Zoning Districts in Brenham, Washington County, Texas (Case No. P-19-001)

A motion was made by Councilmember Herring and seconded by Councilmember Wright to remove Item 9 from the table.

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

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

Assistant Development Services Director Stephanie Doland presented this item. Doland explained that this is a City initiated request to amend the City of Brenham's Code of Ordinances, Appendix A, Section 18 to establish minimum non-metal façade requirements on residential uses in selected zoning districts. Doland stated that currently the City of Brenham does not regulate exterior construction materials (façade) for properties developed within the City Limits.

Doland advised that on March 21, 2019 City Staff presented a similar amendment to the City Council. Doland noted that during discussion on the item, Council directed staff to conduct additional research on the matter and tabled the item until the April 18, 2019 regularly scheduled Council meeting. Doland stated that since that time, staff held a subcommittee meeting and discussed the use of a metal façade in residential districts. Doland explained that during the subcommittee meeting, the recommendation of the Planning and Zoning Commission was discussed and thought to be insufficient to correcting incompatible development in existing residential neighborhoods. The following proposal was discussed:

- Metal façades shall not be a permitted use on residential structures in the following districts:
 - o R-1: Residential District
 - o R-2: Mixed Residential District
 - o R-3: Manufactured Home Residential
 - o B-1: Local Business/Residential Mixed Use District
- Metal façade limitations shall not apply to accessory structures
- Non-metal shall mean: brick or brick veneer, stone or stone veneer, stucco, wood, vinyl, or fiber-cement siding, and further, for the purposes of this section a wood-like or fiber cement-like exterior or finish shall be considered "non-metal façade."

Doland stated that on February 25, 2019 the Planning and Zoning Commission voted unanimously to recommend approval of an ordinance to adopt the following standards:

- 50% non-metal façade on exterior wall surfaces facing the right-of-way
- 25% non-metal façade on exterior side wall surfaces not facing the right-of-way
- 0% non-metal façade on exterior rear wall surfaces not facing the right-of-way
- No non-metal façade requirements on accessory structures

Katie Burch, an architect in Brenham, addressed Council. Burch explained that the intent of the ordinance is to address residential construction, but in her opinion, the ordinance wording applies to commercial buildings. Burch also stated that she is confused as to the wording in the ordinance related to health, safety and welfare. Burch advised that does not apply to a metal building. Burch stated that outlining any one material is not right and is very limiting.

Samantha Medve, owner of the metal homes, addressed Council. Medve explained that her metal homes are valued around \$15,000 higher than the average home in the Dixie and Drumm Subdivision. Medve stated that per the research completed by the Comprehensive Planning Team, the median home in Brenham is valued at \$163,000. Medve advised that per her research, the median income per family in Brenham is \$41,486. Medve stated there is obviously a shortage of housing and that is what increases the price of houses and rent. Medve also stated that she researched each Council member's home value and the average is \$312,000. Medve noted that Council's perspective is likely different from the average citizens. Medve advised that in her opinion, metal is a better product and lasts longer than some other materials.

Tony Smith, a resident at 304 S. Dixie Street, addressed Council. Smith explained that he lives in the neighborhood where the metal homes are located and does not approve of them because of their appearance. Smith stated that the metal homes do not look like the rest of the homes in the neighborhood.

Brandon Marth addressed Council. Marth stated that this is a matter of opinion and property owners should be able to build what they want.

A motion was made by Councilmember Kolby and seconded by Councilmember Herring to approve an Ordinance on its first reading amending Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Part II, Division 1, Section 18 to Establish Exterior Construction Materials for Selected Zoning Districts in Brenham, Washington County, Texas (Case No. P-19-001), with City staff coming back to Council with a recommendation on how to incorporate design guidelines for metal housing.

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

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

10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 8½, Flood Damage Prevention, of the Code of Ordinances of the City of Brenham

Development Services Director Lori Sanguedolce presented this item. Sanguedolce explained that FEMA recently completed a revision to the countywide Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) for Washington County, Texas and Incorporates Areas. Sanguedolce stated that the City of Brenham was not affected by the updated flood hazard information presented in the FIS report and FIRM, but does lie on one or more of the revised map panels. Sanguedolce advised that the ordinance is being updated for the following reasons.

1. Updating the Flood Insurance Study and Flood Insurance Rate Map referenced to reflect the new date.
2. Increase the lowest floor elevation for residential and nonresidential construction to be 2 feet above the base flood elevation.
3. Require critical facilities to be elevated 2 feet above the elevation of the 500 year (0.2% chance) flood event or 3 feet above the highest adjacent grade of the building if flood elevation data is not available. Access to critical facilities must be assured under all circumstances.

Sanguedolce explained that the other revisions to the chapter are to help strengthen and promote the public health, safety, and general welfare to reflect higher standards based on recent flood events.

A motion was made by Councilmember Goss and seconded by Councilmember Wright to approve an Ordinance on its first reading amending Chapter 8½, Flood Damage Prevention, of the Code of Ordinances of the City of Brenham.

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

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

11. Discuss and Possibly Act Upon a Master Services Agreement Between the City of Brenham and Tempest, Inc. for Customer Relationship Management (CRM) Software for Visit Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Community Services Technical Specialist Kevin Boggus presented this item. Boggus explained that Tempest iDSS Cyclone is an online database that Visit Brenham – the official Destination Marketing Organization (DMO) for Brenham and Washington County – will use to manage and track Tourism Partner information. Boggus advised that this software, which will be purchased with HOT funds, would integrate into the VisitBrenhamTexas.com website, and also allow partners to update their own records, such as business hours, events and tour times.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve a Master Services Agreement between the City of Brenham and Tempest, Inc., in the amount of \$21,000 for three years, for Customer Relationship Management (CRM) Software for Visit Brenham and authorize the Mayor to execute any necessary documentation.

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

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

12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Providing for a No Parking Zone on the West Side of Green Street Between College Avenue and W. Third Street

Public Works Director Dane Rau presented this item. Rau explained that upon the request of Blinn College, staff would like Council to consider approving an ordinance establishing a “No Parking” zone on the west side of Green Street between College Avenue and W. Third Street. Rau advised that Green Street currently allows parallel parking on both sides of Green Street in this area. Rau stated that due to the large number of deliveries to Blinn College and large commercial trucks as well as Blinn employees entering and exiting the Administration Building, this provides an unsafe area for pedestrians and vehicular traffic.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve an Ordinance on its first reading providing for a No Parking Zone on the West Side of Green Street between College Avenue and W. Third Street.

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

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

13. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- Friday, April 19th is a Good Friday holiday
- Boards and Commissions training will be April 25th at Noon and 5:15 p.m.
- Comprehensive Plan Town Hall Meeting will be April 30th
- Spring Clean Up for county residents will be April 25th through 27th
- Election Day is May 4th

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on May 2, 2019 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary – Director of Administrative Services Jeana Bellinger, Deputy City Secretary I Kacey Weiss, Deputy City Secretary II Karen Stack, Assistant City Manager – Chief Financial Officer Carolyn Miller, Director of Tourism and Marketing Jennifer Eckermann, Melinda Gordon, Fire Chief Ricky Boeker, Police Chief Allwin Barrow, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Alton Sommerfield, Development Services Director Lori Sanguedolce, Stephanie Doland, Economic Development Director Susan Cates, James Antkowiak, Colleen Latham, Jason Lange and Tammy Murphy

Citizens present:

A.J. Smith

Media Present:

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

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

3. **Service Recognitions**
 - **James Antkowiak, Electric** **20 Years**
 - **Colleen Latham, Collection** **25 Years**
4. **Proclamations**
 - **Independence Coffee – 2019 Texas SBA Small Business Persons of the Year**
 - **National Travel and Tourism Week**
5. **Fortnightly Club Presentation to the Nancy Carol Roberts Memorial Library**
6. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

7. **Statutory Consent Agenda**
 - 7-a. **Minutes from the April 4, 2019 Regular City Council Meeting**
 - 7-b. **Ordinance No. O-19-015 on Its Second Reading Amending Chapter 8½, Flood Damage Prevention, of the Code of Ordinances of the City of Brenham**
 - 7-c. **Ordinance No. O-19-016 on Its Second Reading Providing for a No Parking Zone on the West Side of Green Street Between College Avenue and W. Third Street**

A motion was made by Councilmember Cantey and seconded by Councilmember Kolby to approve the Statutory Consent Agenda Items 7-a. through 7-c. as presented.

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

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

REGULAR SESSION

8. Discuss and Possibly Act Upon Ordinance No. O-19-017 on Its Second Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Part II, Division 1, Section 18 to Establish Exterior Construction Materials for Selected Zoning Districts in Brenham, Washington County, Texas (Case No. P-19-001)

Assistant Development Services Director Stephanie Doland presented this item. Doland explained that this is a City initiated request to amend the City of Brenham’s Code of Ordinances, Appendix A, Section 18 to establish minimum non-metal façade requirements on residential uses in selected zoning districts. Doland stated that on April 18, 2019 the City Council unanimously voted to approve the first reading of an Ordinance to prohibit the use of a metal façade (exterior) on residential structures in the following districts:

- o R-1: Residential District
- o R-2: Mixed Residential District
- o R-3: Manufactured Home Residential
- o B-1: Local Business/Residential Mixed Use District

Doland advised that the second and final reading of this Ordinance is placed on the regular agenda item due to the following change in the proposed Ordinance: *(Sec. 18.02) To protect the public health, safety, character, and general welfare ~~and to reduce or eliminate potential fire hazards in areas containing a higher density of buildings, a dwelling in any of the zoning categories to which this section applies shall not be constructed with a metal façade. For the purposes of this section “non-metal façade” shall mean brick or brick veneer, stone or stone veneer, stucco, wood, vinyl, or fiber-cement siding, and further, for the purposes of this section a wood-like or fiber cement-like exterior or finish shall be considered “non-metal façade.”~~*

Doland explained that during consideration of the item, Council directed staff to conduct additional research on the topic and provide a recommendation(s) concerning compatible infill and redevelopment in existing neighborhoods by December 2019.

A motion was made by Councilmember Goss and seconded by Councilmember Kolby to approve Ordinance No. O-19-017 on its second reading amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Part II, Division 1, Section 18 to prohibit the use of a metal façade on residential structures in the R-1, R-2, R-3 and B-1 Zoning Districts.

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

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

9. Discuss and Possibly Act Upon a Bid for City of Brenham Project No. 2017-06 Related to the 24" Raw Water Line Lowering at Sandy Creek Rebid and Authorize the Mayor to Execute Any Necessary Documentation

Development Services Director Lori Sanguedolce presented this item. Sanguedolce explained that due to flooding, the raw water line at Sandy Creek has been exposed and is now sitting in the flow line of the creek. Sanguedolce stated that this project is to prevent blockage of the reek and reduce potential damages to the City of Brenham water source. Sanguedolce advised that this project was submitted to FEMA's Hazard Mitigation Grant Program for DR-4272 in July 2017 and the grant application was approved June 2018. Sanguedolce stated that this project is funded at a 75/25 cost share. Sanguedolce noted that five contractors submitted bids.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Ebel to approve a bid for City of Brenham Project No. 2017-06 to Barclays Premier Utility Services, LLC, in the amount of \$296,345.00, related to the 24" Raw Water Line Lowering at Sandy Creek Rebid and authorize the Mayor to execute any necessary documentation.

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

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

10. Discuss and Possibly Act Upon the Purchase of a Trencher for the Gas Department Through BuyBoard Using EKA Contract Number 515-16 and Authorize the Mayor to Execute Any Necessary Documentation

City Manager James Fisher presented this item. Fisher explained that during the budget process Council approved the purchase of a new trencher. Fisher stated that this trencher would replace Unit 137, a 1999 model that has begun to have many maintenance issues. Fisher noted that the old unit would be sold on GovDeals.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve the purchase of a trencher in the amount of \$58,959.76 through BuyBoard using EKA Contract Number 515-16, for the Gas Department and authorize the Mayor to execute any necessary documentation.

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

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

11. Discuss and Possibly Act Upon a One Year Contract Extension, in Accordance with Bid No. 18-006, for Generator Maintenance and Inspection for Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation

City Secretary – Director of Administrative Services Jeana Bellinger presented this item. Bellinger explained that on February 15, 2018 Council awarded Bid No. 18-006 for generator maintenance and inspections to Loftin Equipment Company in the amount of \$11,130.00 for semi-annual inspections. Bellinger noted that the bid also included a \$1.50 per mile additional trip charge and \$85.00 an hour labor rate for emergency calls. Bellinger stated that this bid was originally awarded for a period of one year, with the option to renew for two additional one-year terms. Bellinger advised that Loftin has agreed to renew the contract for another year at the same price that was bid in 2018.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve a one-year contract extension with Loftin Equipment Company in the amount of \$11,130.00, in accordance with Bid No. 18-006 for generator maintenance and inspection for various City facilities and authorize the Mayor to execute any necessary documentation.

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

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

12. Discuss and Possibly Act Upon an Amendment to the Brenham Community Development Corporation (BCDC) Bylaws and Authorize the Mayor to Execute Any Necessary Documentation

City Manager James Fisher presented this item. Fisher explained that at the April 24th BCDC meeting the Board of Directors discussed amending Article III, Section 3.02 of the BCDC bylaws to allow, consistent with current state law, persons who do not reside in the city limits of Brenham to serve on the BCDC Board. Fisher stated that as currently worded, the bylaws allow only persons living within the city limits of Brenham to serve on the BCDC Board. Fisher advised that since the City has taken over the administrative responsibility of economic development for both the City and Washington County, the Board thinks it would be beneficial to have residents from outside the city limits serve on the BCDC. Fisher noted that the BCDC Board also recommended that the bylaws provide that BCDC Board membership be limited to no more than two (2) non-City residents.

A motion was made by Councilmember Goss and seconded by Councilmember Cantey to approve amending Article III, Section 3.02, of the BCDC Bylaws to allow non-City residents to be appointed to serve on the BCDC Board of Directors with the condition that BCDC Board membership be limited to no more than two (2) non-City residents, and authorize the Mayor to execute any necessary documentation.

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

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

Council adjourned into Executive Session at 1:38 p.m.

EXECUTIVE SESSION

13. **Section 551.087 – Texas Government Code – Economic Development Negotiations – Discuss and Deliberate Project Hi-Speed Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate In or Near the City of Brenham and With Which the City is Conducting Economic Development Negotiations**

Executive Session adjourned at 2:13 p.m.

RE-OPEN REGULAR AGENDA

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

This item was passed.

15. **Administrative/Elected Officials Report**

City Manager James Fisher reported on the following:

- Election Day is May 4th
- Maifest parade will be Saturday at 10:30 a.m.
- Movies in the Park will begin May 30th at the aquatic center
- Small Business Forum will be June 5th

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on May 7, 2019 beginning at 8:30 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager James Fisher, City Secretary – Director of Administrative Services Jeana Bellinger, Deputy City Secretary I Kacey Weiss, Deputy City Secretary II Karen Stack, Assistant City Manager – Chief Financial Officer Carolyn Miller, Director of Tourism and Marketing Jennifer Eckermann, Melinda Gordon, Fire Chief Ricky Boeker, Police Chief Allwin Barrow, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Lori Sanguedolce, Stephanie Doland, Economic Development Director Susan Cates and Stephen Draehn

Citizens present:

None

Media Present:

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

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

3. Discuss and Possibly Act Upon Resolution No. R-19-012 Canvassing the Returns and Declaring the Results of the General Election Held on May 4, 2019 for the Purpose of Electing One Mayor; One Council Member for Place 2 – Ward 2; and One Council Member for Place 4 – Ward 4 to the City Council of the City of Brenham, Texas Each for a Four Year Term

This item was passed. City Secretary – Director of Administrative Services Jeana Bellinger explained that due to there being two provisional ballots cast, there is a 6-day waiting period for those ballots to be reviewed by the Ballot Board. Bellinger stated that this item would be presented to Council at a Special Meeting on May 14th.

4. Discuss and Possibly Act Upon Resolution No. R-19-013, in Accordance with House Bill 347, Directing the City Manager to Prepare the Necessary Service Plans for Areas in the City of Brenham Extraterritorial Jurisdiction to be Considered for Annexation into the Corporate Limits of the City of Brenham

City Manager James Fisher presented this item. Fisher explained that currently pending in the Texas Legislature is House Bill 347 (“HB 347”). Fisher stated that HB 347 is a bill that significantly limits the authority of a Texas city to unilaterally annex property into the city limits. Fisher noted that HB 347, as originally filed, had an effective date of September 1, 2019, which would have provided sufficient time for the City Council to determine whether to annex certain areas prior to the September 1, 2019 effective date.

Fisher explained that however, HB 347 was recently amended to provide that it would become effective immediately upon passage if it receives 2/3 vote of the members of the House and Senate (and action by the Governor, which could take up to 10 days), but annexations that are in progress are grandfathered in if the City Council has adopted a resolution before the effective date directing the City Manager to prepare service plans for the annexations. Fisher advised that even if the City Council enacts the Resolution, the City Council was not obligated to annex any of the property referenced in the Resolution.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve Resolution No. R-19-013 and authorize the City Manager to add additional tracts in the City’s extra territorial jurisdiction (ETJ) to Exhibit “A” for possible annexation in order to reach, as near as possible, the maximum total amount of unused allocation of area available for annexation, which is up to thirty percent (30%) of the incorporated area of the City as of January 1, 2019.

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

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

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on May 14, 2019 beginning at 8:30 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

Councilmember Danny Goss

Others present:

City Manager James Fisher, City Secretary – Director of Administrative Services Jeana Bellinger, Deputy City Secretary I Kacey Weiss, Director of Tourism and Marketing Jennifer Eckermann, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Lori Sanguedolce, Economic Development Director Susan Cates and Kevin Boggus

Citizens present:

None

Media Present:

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

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

3. **Discuss and Possibly Act Upon Resolution No. R-19-012 Canvassing the Returns and Declaring the Results of the General Election Held on May 4, 2019 for the Purpose of Electing One Mayor; One Council Member for Place 2 – Ward 2; and One Council Member for Place 4 – Ward 4 to the City Council of the City of Brenham, Texas Each for a Four Year Term**

City Secretary – Director of Administrative Services Jeana Bellinger presented this item. Bellinger explained that as discussed at the May 7, 2019 Council meeting, the canvass was postponed due to there being two provisional ballots cast. Bellinger stated that the Ballot Board reviewed those provisional ballots and those votes have now been counted. This Resolution is to canvass the official results of the General Election held on May 4, 2019.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Ebel to approve Resolution No. R-19-012 canvassing the returns and declaring the results of the General Election held on May 4, 2019 for the purpose of electing one Mayor; one Council Member for Place 2 – Ward 2; and one Council Member for Place 4 – Ward 4 to the City Council of the City of Brenham, Texas each for a four year term.

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

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

The meeting was adjourned.

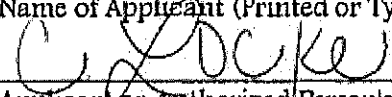
Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization:
City of Brenham and Boys & Girls Club of Washington County
2. Name and address of individual making application on behalf of sponsoring organization: _____
Crystal Locke - City of Brenham; Angelica Gamboa - Boys & Girls Club of Washington County
3. Purpose of the Event: Pop-up Play Day - bringing free outdoor play for all ages
4. Location of Event: Jackson Street Park - 1300 S. Jackson Street
5. Date of the event: Saturday, June 8, 2019
6. Time of Event: 11am-2pm
7. Event Set-up: From: 9am To: 11am
Event Clean-up: From: 2pm To: 3pm
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: _____
Basketball games, pickleball demos, kids fitness class, tour first responder vehicles, open play area with jump ropes, hula hoops, balls, etc., and music
 - b) Bands/Musical Instruments: No band
 - c) Sound amplification equipment:
Portable PA system
 - d) Cleanup provisions: _____

Crystal Locke
Name of Applicant (Printed or Typed)

Applicant or Authorized Person's Signature

Date: 05/02/2019
Phone: 979-337-7254

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



POP-UP PLAY DAY

CELEBRATING FAMILY HEALTH & FITNESS DAY

June 8 | 11am-2pm
Jackson Street Park
1300 S. Jackson Street

Pickleball, Basketball, Zumba,
BISD Magic School Bus,
Kites, and Sno Cones

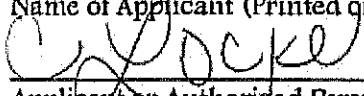
cityofbrenham.org/popup

designed by  freepik.com

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: City of Brenham
2. Name and address of individual making application on behalf of sponsoring organization: _____
Crystal Locke - Community Services Specialist
P.O. Box 1059 Brenham, Texas 77834-1059
3. Purpose of the Event: Community event promoting Downtown Brenham
4. Location of Event: Downtown Brenham - Courthouse Square
5. Date of the event: July 6, 13, 20 and 27, 2019
6. Time of Event: 7:00pm-10:00pm
7. Event Set-up: From: 2:30pm To: 6:00pm
Event Clean-up: From: 10:00pm To: 12:00am or until stage is removed
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: _____
Live music; classic car cruise-in; food vendors
 - b) Bands/Musical Instruments: Average 6-7 band members
 - c) Sound amplification equipment:
Yes
 - d) Cleanup provisions: Working with City Departments

Crystal Locke
Name of Applicant (Printed or Typed)

Applicant or Authorized Person's Signature

Date: 05/02/2019
Phone: 979-337-7254

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



AGENDA ITEM 5

DATE OF MEETING: June 6, 2019	DATE SUBMITTED: May 31, 2019															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Stephanie Doland															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☒ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☐ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☒ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☒ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Public Hearing to Consider Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Amend Part II, Division II, Section 3.02, Permitted Uses: (Nonresidential Uses) to Allow Signs for Public Facilities Which are Placed by a Government Entity or Public Institution of Higher Education as a Permitted Use in the Local Business/Residential Mixed Use (B-1) District in Brenham, Washington County, Texas (Case No. P-19-020)																
SUMMARY STATEMENT: This is the public hearing for a City initiated request to amend the City of Brenham’s Code of Ordinances, Appendix A, Part II, Division 2, Section 3.02 (22) to allow Public Facility Entry Monument signs on property zoned Business (non-residential) in Brenham. Entry monument signs are placed near or adjacent to public facilities such as educational and administration buildings, athletic and sports fields, stadiums, and community centers for identification purposes. During the research and public input phase of revising the sign ordinance, staff received feedback that entry monument signage may be appropriate as the primary use of a non-residential property. For example, signs designating entry into Washington County, the City of Brenham, or the Blinn College District may be appropriate on property that is owned by the respective agencies and is otherwise vacant. Staff finds that revising the language would allow governmental entities and other public institutions the opportunity to place monument signs on vacant property to help establish a sense of place and distinguish arrival to otherwise unseen boundaries. The current zoning ordinance does not allow signage to be the primary use of a property. Therefore, the proposed text amendment will resolve an inconsistency between uses allowed in the proposed sign ordinance and the zoning ordinance. Approval of the proposed text amendment will allow Public Facility Entry Monument signs to be placed on property in accordance with standards pertaining to size, height and sign area as established in the proposed sign ordinance (Section 21-12(2)(a)(4)).																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Staff Report to the Planning and Zoning Commission
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Discussion only
APPROVALS: James Fisher



CASE NUMBER P-19-020

TEXT AMENDMENT – Signage for Public Facilities in the Business Zoning Districts

REQUEST:

The City of Brenham initiated the proposed request to amend the City of Brenham’s Code of Ordinances, Appendix A – Zoning, Part II, Division 2, Section 3.02, Permitted Uses: (Nonresidential uses) to allow signs for public facilities which are placed by a governmental entity or public institution of higher education as a permitted use in the B-1 Zoning District.

BACKGROUND:

In recent months, the City of Brenham has prepared revisions to Chapter 21 – Signs, of the Brenham Code of Ordinances. During review of the sign ordinance, staff noted that reference to signage types allowed is currently included in Appendix A – Zoning of the Brenham Code of Ordinances. In an effort to remain consistent between sections of the Code of Ordinances, staff finds it is necessary to amend Appendix A – Zoning to allow signage permitted in Chapter 21 – Signs in respective zoning districts.

ANALYSIS:

Located in Appendix A – Zoning, Part II, Division 2, Section 3.02, Permitted Uses: (Nonresidential uses) is the language: “(22) Signs (advertising) used in connection with and on the same lot as the business establishments to which they refer, except that they shall not be placed within twenty-five (25) feet of an “R” district.” Therefore, aforementioned language currently allows the use of signage on property zoned B-1, Local Business Mixed District. The zoning ordinance is structured such that zoning districts build upon one another. Therefore, uses allowed in B-1 are also permitted in B-2 Commercial Research and Technology District and I, Industrial District. Therefore, the language as currently written in Appendix A, does not allow the use of signage to be the primary or principal use of the property in the B-1, B-2, and Industrial districts.

During the research and public input phase of revising the sign ordinance, staff received feedback that entry monument signage may be appropriate as the primary use of a non-residential property. For example, signs designating entry into Washington County, the City of Brenham, or the Blinn College District may be appropriate on property that is owned by the respective agencies and is otherwise vacant. Staff finds that revising the language would allow governmental entities and other public institutions the opportunity to place monument signs on vacant property to help establish a sense of place and distinguish arrival to otherwise unseen boundaries.

For the aforementioned reasons, staff recommends amending Appendix A – Zoning, Part II, Division 2, Section 3.02, to read as follows:

(22): Public Facility Entry Monument Sign as provided in Chapter 21 – Signs of this Ordinance.

PUBLIC COMMENTS:

The Notice of Public Hearing was published in the newspaper on May 18, 2019. Any public comments will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

STAFF RECOMMENDATION:

Staff recommends **approval** of an ordinance to allow signs for public facilities which are placed by a governmental entity or public institution of higher education as a permitted use in the B-1 Zoning District.



AGENDA ITEM 6

DATE OF MEETING: June 6, 2019	DATE SUBMITTED: May 31, 2019	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Stephanie Doland	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☒ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 21, Signs, of the Code of Ordinances of the City of Brenham (Case No. P-19-019)		
SUMMARY STATEMENT: On September 20, 2018 city staff was directed to draft revisions to the existing sign ordinance and seek a recommendation on the revisions by the Main Street Board and the Planning and Zoning Commission. Since that time, staff has held four (4) public input meetings concerning the draft sign ordinance and has received feedback from citizens and business owners on two versions of the draft sign ordinance. Additionally, staff has met individually with multiple interested parties and given presentations at various Main Street Board, Planning and Zoning Commission and Council Subcommittee meetings. Feedback and input provided by citizens and business owners resulted in multiple revisions to the proposed draft. For the aforementioned reasons, staff finds that the proposed sign ordinance is ready for review and action by the City Council. On Monday, May 6th, 2019, the Main Street Board met to consider the proposed Sign Ordinance and unanimously recommended approval with the following revisions: 1. Properties with multiple entrances on multiple parallel streets be offered one sidewalk sign per corresponding entrance; and 2. Directed staff review existing sidewalk signs downtown to determine if 12 square feet for sidewalk signage is the prevailing standard and to make necessary revisions. On Tuesday, May 28th, 2019, the Planning and Zoning Commission met to consider the proposed Sign Ordinance and unanimously recommended approval with the following revisions: 1. Increase sign area of electronic signs along 290 and 36 from 50 square feet to 64 square feet (Sec. 21-9(3)) 2. Increase height of residential entry monument signs from 5 feet to 8 feet (Sec. 21-12(1)(a)(i)).		

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): Staff, the Main Street Board, and the Planning and Zoning Commission recommend approval of the proposed amendment. A. PROS: • Approval of the proposed sign ordinance will allow for an increased number of signage types in Brenham. • Approval of the proposed sign ordinance will clarify sign permit standards, sign maintenance requirements and will clarify enforcement responsibilities. • Approval of the proposed sign ordinance will bring the City in compliance with recent legislation and relevant court rulings. B. CONS: • Approval of the sign ordinance may increase the number of nonconforming signs in Brenham.
ALTERNATIVES (In Suggested Order of Staff Preference): 1. Approve the proposed amendment, as recommended by City Staff; 2. Deny the proposed text amendment.
ATTACHMENTS: (1) Draft Ordinance; and (2) Staff Report to the Planning and Zoning Commission
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Chapter 21, Signs, of the Code of Ordinances of the City of Brenham (Case No. P-19-019)
APPROVALS: James Fisher

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

SECTION 1.

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

SECTION 2.

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

Sec. 21-1. - Short title.

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

Sec. 21-2. - Purpose and Scope.

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

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

Sec. 21-3. – Non-Commercial Signs

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

Sec. 21-4. - Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Monument Sign. Any freestanding sign, the entire base of which is affixed directly to the ground or is supported by a sign structure that has a base whose width measures at least seventy-five percent (75%) of the width of the sign that is placed or anchored in the ground.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 21-5. - Prohibited Signs.

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

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

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

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

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

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

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

Sec. 21-7. - Permits Not Required.

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

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

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

8. Window signs. Restaurant menus, displayed hours of operation, and “open” signs affixed to a window or exterior glass door or installed in any manner which do not attract the attention of persons not on the premises shall be counted towards the window sign allotment established in this Chapter.

Sec. 21-8. – Permits Required.

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

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

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

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

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

- 1. CEVMS locations. CEVMS are only permitted on property adjacent to the following thoroughfares:
 - a. US Highway 290 East and West (shall not mean Business US 290).
 - b. US State Highway 36 North and South (shall not mean Business SH 36).
 - c. Changeable electronic variable message signs may be permitted on properties not adjacent to the aforementioned thoroughfares upon application to and approval by the City Council. Approval by the City Council may be granted where the following criteria are met:
 - i. Granting the request would not be materially detrimental to property in the general vicinity;
 - ii. Granting the request would not be contrary to the general objectives of this Chapter;

- iii. Granting the request would not increase the total signage allotment allowed by this Chapter on the subject property.
- 2. CEVMS regulations.
 - a. Images or messages shall be static in nature and shall not blink, flash, scroll or be animated;
 - b. No image or message may be displayed for less than eight (8) seconds;
 - c. Message transitions shall be limited to one (1) second;
 - d. The brightness of any CEVMS shall not exceed 0.3 foot-candle illumination from a distance of 250 feet between sunset and sunrise, and each sign shall be fitted with a qualified light-sensing device to automatically adjust the brightness in accordance with these standards;
 - e. All CEVMSs shall require an approved usage permit and payment of an annual fee. The annual fee shall be established by resolution of the City Council;
 - f. If a CEVMS is found to be operating incorrectly, it must not be operated until it is repaired, inspected by the City, and approved for operation by the Sign Administrator; and
 - g. The images displayed on the CEVMS must be directly related to the on-premises business, with the exception of messages relating to time, temperature, national news, local news, sporting events, or upcoming community events.
- 3. CEVMS size. Property in accordance with Section 21-9(1) are permitted one (1) sign structure with two (2) sign faces not to exceed fifty (50) square feet per sign face. CEVMS sign area shall count toward cumulative sign area allotment as established in Section 21-12(2)(a).
- 4. Fuel/Gas price electronic signs.
 - a. Fuel/gas price signs shall not exceed an area of thirty-six (36) total square feet per electronic sign face and shall not exceed six (6) square feet in size per individual price panels; and
 - b. Fuel/gas prices shall be displayed as a static message and subject to all CEVMS regulation established in this Section, excluding Section 21-9 (1) – CEVMS locations.
- 5. CEVMS shall only be permitted as on-premises signs.
- 6. Temporary signage shall not be installed and/or maintained on any property or development on which a CEVMS is installed and/or maintained. Temporary signage is meant only to provide an additional sign form to businesses for advertising or communicating information to the public. With the use of a CEVMS the property or development has the diverse messaging capability to change messages to the public, and therefore negates the necessity of temporary signs. The exception shall be for the erection of construction or real estate signs.

Sec. 21-10. – Directional Signs.

- 1. On-Premises.
 - a. Shall have a maximum sign face area of twelve (12) square feet;
 - b. Shall not exceed a height of eight (8) feet; and

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

Sec.21-11. – Flags and Flag Signs.

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

- 1. Official flags shall be flown in a manner that meets U.S. Congressional protocol and rules. Failure to display flags in proper manner shall be a violation of this section. All flags shall be kept in good repair.

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

Sec. 21-12. - Regulations By Use.

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

- ii. Wall and Projecting Signs. Multiple-family complexes (5-units or greater) shall be permitted one (1) attached sign identifying the complex and placed near the office entrance. The total sign area shall be no larger than one (1) square foot in sign area for each linear foot of the complex's building frontage and in no case shall exceed sixty-four (64) square feet. Signs may be indirectly or directly lighted.
 - b. Types of Signs Allowed without a Permit.
 - i. A property owner may place no more than two (2) non-commercial signs or flag signs on the property at any time. Non-commercial signs shall not exceed two (2) sign faces and shall not exceed six (6) square feet per sign face, or twelve (12) square feet cumulatively. Non-commercial signs under this section shall not advertise the sale of goods or services.
 - ii. Flags. Flags are authorized to be placed on residential property, including two (2) flags with non-commercial messages and one flag pole per premises shall be allowed on each lot. Each flag shall be a maximum of fifteen (15) square feet in area. The flag pole shall be a maximum of twenty-five (25) feet in height or no higher than the highest point of the principal building's roof, whichever is lower. Flag poles must meet the minimum rear yard setback requirements for a principal building.
 - iii. Individual lessees or owners of units within multiple-family housing or manufactured home parks may also display any sign allowed on individual residential lots, so long as:
 - 1. Sign is allowed by owner if property is owned separately from person displaying sign; and
 - 2. Sign is displayed within the area owned or leased by the individual.
 - c. General Sign Regulations on Individual Lots:
 - i. No sign may be placed on a residential lot without the consent of the property owner or a lessee who has been given authority to place a sign on the property by written agreement of the property owner.
 - ii. Other than those signs specifically authorized by this Section, a sign subject to this Section shall not be illuminated, electronic, digital, or contain moving elements.
 - iii. The following maximum heights shall apply to signs on individual lots in a residential district:
 - 1. Unless otherwise specified in this Section, if ground-mounted, the top must not exceed a height of four (4) feet above the ground; and
 - 2. If building mounted, the sign must be flush mounted and must not project above the roof line.
 - d. Properties in the ETJ that are appraised by the Washington Central Appraisal District as residential and that contain single-family units, multiple-family complexes, or manufactured home parks shall comply with this Section.
2. Non-Residential Sign Regulations. Unless stated otherwise in Section 21-7 of this Chapter, no sign shall be permitted or allowed on non-residential use property unless it meets the following standards:
- a. Types of Signs Allowed with a Permit.

- i. **Wall and Projecting Signs.** The total sign area for all attached signs for each lot shall not exceed one (1) square foot in sign area for each linear foot of the occupancy's building frontage and in no case shall exceed three hundred (300) square feet. Sign area allotment is computed by adding the sign area of all sign faces allowed by this subsection.
- ii. **Single-Business Ground Signs.**
 1. **Number of Signs.** One non-attached sign provided in Section 21-12(2)(a)(ii)(2) per lot may be erected. Where an occupancy has more than one (1) street frontage, one (1) additional ground sign is allowed on the additional frontage. Where an occupancy has more than three hundred (300) feet of street frontage an additional ground sign shall be permitted for each additional increment of three hundred (300) feet of street frontage. Provided, further, if more than one (1) on-premises ground sign is permitted hereby, there shall be separation between ground signs of a minimum distance of one hundred (100) feet, measured in a straight line from the point on the base of each sign structure that is nearest to the other sign base.
 2. **Design Specifications.** Each ground sign shall be a minimum of eight (8) feet from the edge of pavement and are subject to the requirements prescribed in the table below. "Posted speed limit" shall mean the speed limit applicable to the public right-of-way adjacent to the primary occupancy frontage, whether or not speed limit signage is present.

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

3. A business that displays a monument sign as its only ground sign may increase its sign area size by up to twenty percent (20%).
4. **Public Facility Entry Monument Signs.** Signs located on property near or adjacent to public facilities such as educational and administration buildings, athletic and sports fields, stadiums, and community centers, which are placed by a governmental entity or public institution of higher education for identification purposes shall be permitted in accordance with Section 21-12(2)(a)(ii).
- iii. **Multiple-Business Ground Sign.** An integrated business development shall be permitted one (1) on-premises ground sign structure with two (2) sign

faces for each increment of five (5) separate entities operating in the development, with a maximum sign face of three hundred (300) square feet plus fifty (50) square feet for each entity in the development identified on such sign in excess of five (5). Provided, further, if more than one (1) on-premises ground sign is permitted hereby, there shall be separation between ground signs (on-premises and off-premises) of a minimum distance of one hundred (100) feet, measured in a straight line from the point on the base of each sign structure that is nearest to the other sign base.

- iv. Fuel Station Canopy. For a property that contains a gasoline and/or diesel fuel pump island, the owner/operator may exhibit one (1) logo sign per canopy side adjacent to the right-of-way and one (1) electronic or non-electronic price sign per gasoline and/or diesel fuel Pump Island not exceeding forty (40) square feet in sign area. Electronic fuel price signs shall comply with Section 21-9. The signage authorized by this subsection does not count towards a property's total signage allotment.
- v. Temporary signs. One (1) temporary sign may be displayed during business or activity opening, or special promotions, and shall not be displayed for greater than fourteen (14) days with a maximum of four (4) permits per property annually. The area of the sign may not exceed forty (40) square feet. Temporary signs shall adhere to setback requirements applicable to on-premises freestanding signs and shall not count towards maximum combined sign area. Temporary signs shall not be permitted on property with changeable electronic variable messaging signs or manual changeable copy signs.
- vi. CEVMS signs are permitted in accordance with Section 21-9 of this Chapter.
- vii. Off-Premises Directional signs in accordance with Section 21-10 of this Chapter.
- viii. Flags and flag signs in accordance with Section 21-11 of this Chapter.
- b. Types of Signs Allowed without a Permit
 - i. A property owner may place no more than two (2) non-commercial signs or flag signs on the property at any time. Non-commercial signs shall not exceed two (2) sign faces and shall not exceed twelve (12) square feet per sign face or twenty-four (24) square feet cumulatively. Non-commercial signs shall not be more than five (5) feet in height, and shall not be illuminated, electronic, digital, have any moving elements, or be permanently affixed to the ground.
 - ii. Window signs. Window signs shall not exceed more than fifty (50%) percent of the window surface area and may not contain words with characters greater than twelve (12) inches in height.
 - iii. On-Premises Directional signs in accordance with Section 21-10 of this Chapter.
- c. No sign may be installed on private property without the consent of the property owner and may not be installed in, on, or over any public street or public right-of-way.

- d. Except as authorized by Section 21-10, any sign allowed under this Section shall not advertise the sale of goods, services, or activities that are not available on the property on which the sign is installed, attached or placed.
 - e. Properties in the ETJ that are appraised by the Washington County Appraisal District as or used as non-residential property shall comply with this Section.
3. Downtown Sign Regulations. For the purpose of this Chapter, Downtown Districts shall mean property zoned B-3, Historical Central Business District and B-4, Neighborhood Business District as established in Appendix A – Zoning of the Brenham Code of Ordinances. The provisions in this Section 21-12(3) shall prevail over any other conflicting provisions of this Chapter applicable to the B-3 and B-4 zoning districts.
- a. Residential Uses. Single-family and multiple-family uses shall comply with the signage standards established in Section 21-12(1) of this Chapter.
 - b. Types of Signs Allowed with a Permit.
 - i. Wall and Projecting Signs. The total sign area for all attached signs for each lot shall not exceed one (1) square foot in sign area for each linear foot of the occupancy's building frontage and in no case shall exceed forty (40) square feet. Sign area allotment is computed by adding the sign area of all signs allowed by this subsection.
 - ii. Monument Sign. One indirectly lighted monument sign shall be permitted per occupancy not to exceed five (5) feet in height and the lowest point of the sign shall not exceed twenty-four (24) inches above the adjacent grade. The total sign area shall not exceed twenty-five (25) square feet and may be located as near as eight (8) feet to the edge of pavement as measured from the closest edge of the sign.
 - iii. Mural. Any painting, design, or image, including incidental copy, which is applied directly to the exterior of a building for artistic, informational, historic, or aesthetic purposes, and shall not contain a commercial message greater than thirty percent (30%) of the façade to which it is applied. Commercial messages shall be related to a business, product, service or activity which is available or conducted upon the premises where such sign is located. A mural shall be compatible with the architectural and aesthetic components of the building, not detract from the character of the district in which it is located, and not be detrimental to the public health, safety or welfare.
 - iv. Flags and flag signs in accordance with Section 21-11 of this Chapter.
 - v. Off-Premises Directional signs.
 - 1. Off-premises directional signs in the Downtown Districts shall be wall signs;
 - 2. The sign face shall be located within five hundred (500) feet of the subject business;
 - 3. The sign face shall include the name, symbol or logo of a business or facility and an arrow indicating direction;
 - 4. The sign face shall be a maximum of nine (9) square feet;
 - 5. Each establishment is allowed two (2) signs each to be located on different anchor sites; and

6. The anchor site shall be allowed a maximum of four (4) directional signs.
- c. Permitted Non-Residential Uses Types of Signs Allowed without a Permit.
 - i. Window signs. Window signs shall not exceed more than twenty-five percent (25%) of the window surface area and may not contain words with characters greater than twelve (12) inches in height.
 - ii. A property owner may place no more than two (2) non-commercial signs with a total sign face not to exceed twelve (12) square feet on the property at any time.
 - iii. Sidewalk signs shall be located within five (5) feet of the building occupancy frontage of the business or other entity and shall not encroach within handicapped accessible access ways and routes. Sidewalk signs shall only be displayed or erected during the actual hours of operation, are limited to two (2) sign faces per business/entity or tenant, and shall not exceed twelve (12) square feet in size cumulatively.
- d. Except as authorized by Section 21-12(3)(b)(v), any sign allowed under this Section shall not advertise the sale of goods, services, or activities that are not available on the property on which the sign is installed, attached or placed.

Sec. 21-13. – Maintenance of Signs.

1. All signs and structures supporting signs in the City and ETJ shall be properly maintained. The Sign Administrator shall have the authority to order the painting, repair, or removal of a sign, sign structure, or accompanying landscaping which constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment. Notice of required maintenance shall be sent by certified mail and if, within ten (10) calendar days, the maintenance orders are not complied with, the Sign Administrator may order the sign to be removed at the owner's expense under the provisions of this Chapter.
2. It is an offense for a Responsible Party to fail to maintain signs and sign structures in a good and sound condition as determined by the Sign Administrator and in accordance with the applicable building code and other code(s). Responsible Parties shall repair or replace signs and sign structures, or portions thereof, that are rotting, peeling, rusting, fading, becoming discolored, covered in dirt, contain an incomplete sign face, or any other defective conditions. Responsible Parties shall not allow signs or sign structures to become a threat to public health, safety or welfare, within the meaning of the applicable building code and other code(s), as a result of inadequate design, construction, repair, or maintenance. The Sign Administrator is authorized to seek to compel immediate removal of signs that are in such a state of disrepair or dilapidation as to constitute an imminent threat to public health, safety or welfare.
3. A permit is not required for routine maintenance, adjustments, replacement of light globes, and similar maintenance activities.
 - a. Abandoned or Discontinued Signs. An abandoned or discontinued sign face is a sign face that advertises a business, facility, organization or project that has ceased operations. All abandoned sign faces shall be removed by the Responsible Party within sixty (60) days from their date of abandonment. For the purposes of

this Section, a business, facility, organization or project has ceased to operate when it is no longer engaged in the sale of products or services or conducting any other activity in the normal course of business. The Sign Administrator shall have the authority to grant a time extension not exceeding an additional sixty (60) days for an abandoned, non-damaged sign.

Sec. 21-14. - Nonconforming Signs.

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

Sec. 21-15. - Violations and Penalties.

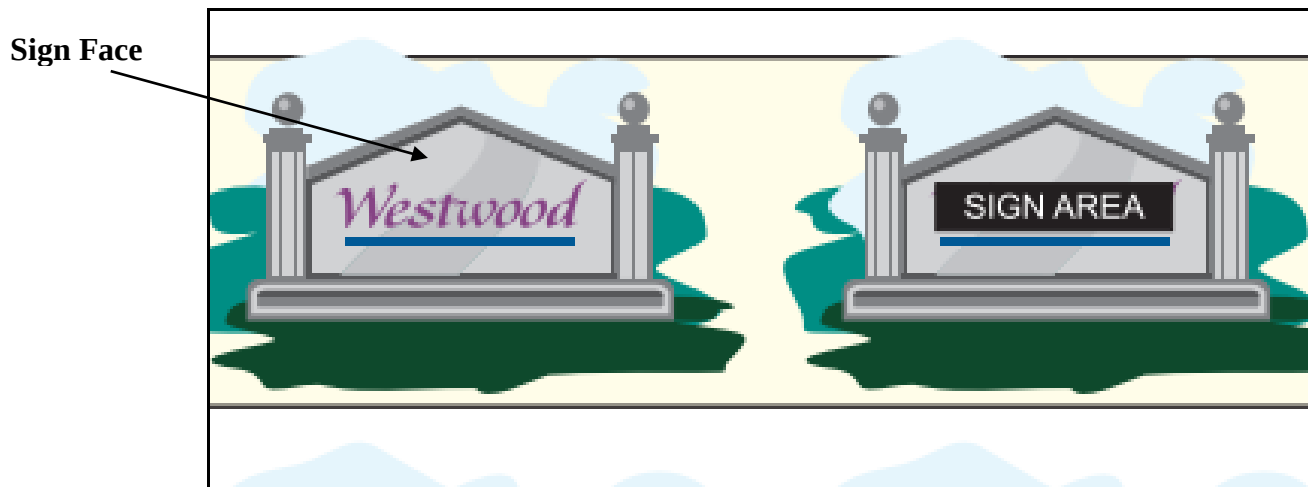
1. In the event of a violation of this Chapter, the Responsible Party will be notified by the Sign Administrator by certified mail and required to correct the situation within ten (10) calendar days.
2. If the violation is corrected within ten (10) calendar days, no charges will be filed other than a charge of failure to obtain a building and/or sign permit if such a charge is applicable. Otherwise, charges may be filed each following day until such time as the violation is corrected.
3. Conviction of violation of this Chapter is punishable by a fine of not less than twenty-five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day that the violation is allowed to continue shall be considered a separate offense. Any Responsible Party may be charged with separate violations each day the violation is allowed to continue.

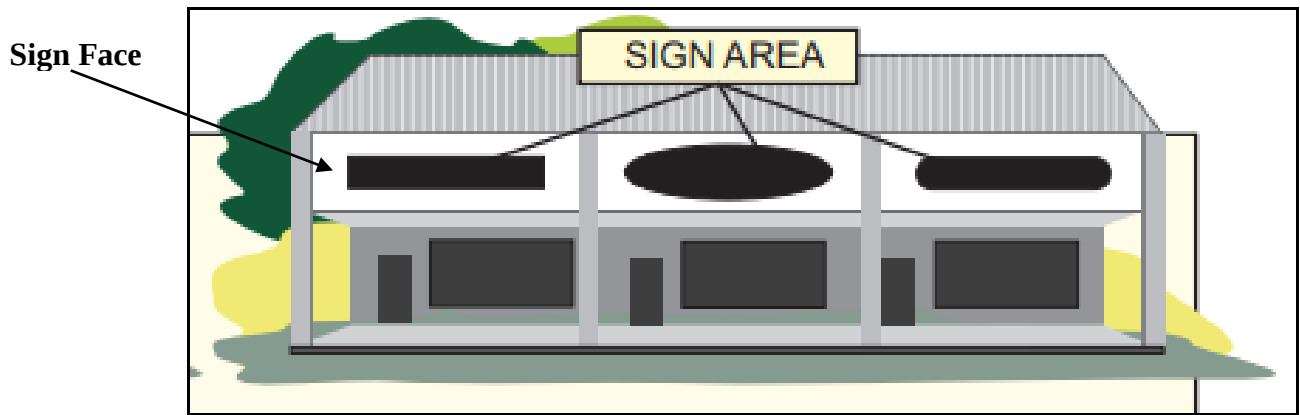
4. In addition to the penalties set forth in this Chapter, the City may pursue any and all other remedies that are available at law or in equity for violations of this Chapter, including but not limited to civil penalties and injunctive relief.

Sec. 21-16. - Billboards.

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

Sec. 21-17. – Exhibits.





Sec. 21-18 – 21-19. – RESERVED.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

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

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

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



CASE NUMBER P-19-019

TEXT AMENDMENT – Sign Ordinance

REQUEST:

The City of Brenham initiated this request to amend (re-write) Chapter 21 – Signs, of the City of Brenham Code of Ordinances.

BACKGROUND:

During the workshop portion of the City Council meeting on September 20, 2018 staff presented a review of the current sign ordinance and asked for feedback concerning an update to the ordinance. Staff was directed to draft revisions to the current sign ordinance and to meet with citizens, business and property owners, the Main Street Board and the Planning and Zoning Commission to discuss said revisions. Since September, four public input meetings have been held and multiple workshop presentations have been presented to the Planning and Zoning Commission, Main Street Board, and City Council.

ANALYSIS:

Chapter 21 – Signs, of the Brenham Code of Ordinances establishes minimum signage standards to safeguard and promote life, health, property, safety and public welfare by limiting the size, construction, illumination, movement, materials, location, height, and condition, installation, and maintenance of all signs placed on private property for exterior observation.

The current sign ordinance was adopted a few decades ago and is out of date in many ways, including signage types permitted, signage area allowed, and permitting standards. For the past decade multiple versions and revisions to the sign ordinance have been presented for consideration by the Planning and Zoning Commission and City Council. During the initial phases and throughout the research portion of the proposed sign ordinance, City Staff conferred with signage experts and referenced the most up to date model sign ordinances, including the American Planning Association and the United States Sign Council. Additionally, staff worked closely with the City Attorney to ensure that the proposed sign ordinance is legally defensible and consistent with current legislation and court rulings.

Perhaps the most important component of the proposed sign ordinance includes the citizen's feedback portion of the sign ordinance. Throughout the ordinance amendment process staff has conducted four Public Input Meetings and met individually with many interested citizens and business owners. As a direct result of citizen feedback, City Staff worked to develop a Pilot Program to allow sidewalk signs on key intersections downtown (Exhibit C and D).

For the aforementioned reasons, staff finds that the proposed sign ordinance (Exhibit A) is ready for review and action by the Planning and Zoning Commission. A summary of the proposed sign ordinance is included in the form of PowerPoint slides as Exhibit B. Following review of the proposed sign ordinance, the City Council is scheduled to consider adoption of the Ordinance on June 6th and 20th, 2019.

STAFF RECOMMENDATION:

Staff recommends **approval** of the proposed revised sign ordinance.

EXHIBITS:

1. Exhibit A – Draft Sign Ordinance
2. Exhibit B – PowerPoint Slides Outlining Draft Sign Ordinance
3. Exhibit C – Pilot Program FAQs
4. Exhibit D – Pilot Program Locations

Chapter 21 - SIGNS^[1]

Sec. 21-1. - Short title.

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

Sec. 21-2. - Purpose and scope.

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

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

Sec. 21-3. – Non-Commercial Signs

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

Sec. 21-4. - Definitions.

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

Attention-Getting Devices. Devices erected, placed or maintained outdoors so as to attract attention, including but not limited to the following devices: cut out figures, discs, festoons, tinsel, ribbons, pinwheels, inflatable objects such as balloons, pennants, propellers, steam or smoke producing

devices, streamers, whirligigs, wind devices, blinking, rotating, moving, chasing, flashing, glaring, strobe, scintillating, search, flood or spot lights, or similar devices. Attention-getting devices shall not include any structure or device that is permitted under the City's applicable building code or other code(s).

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

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

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

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

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

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

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

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

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

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

Message Board. A sign or portion of a sign attached to a sign structure or wall which contains a sign face designed to be frequently changed, or to allow the removal or replacement of individual letters,

words, or symbols on the sign face for the purpose of changing an advertising message or other communication. See also sidewalk signs.

Monument Sign. Any freestanding sign, the entire base of which is affixed directly to the ground or is supported by a sign structure that has a base whose width measures at least seventy-five percent (75%) of the width of the sign that is placed or anchored in the ground.

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

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

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

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

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

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

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

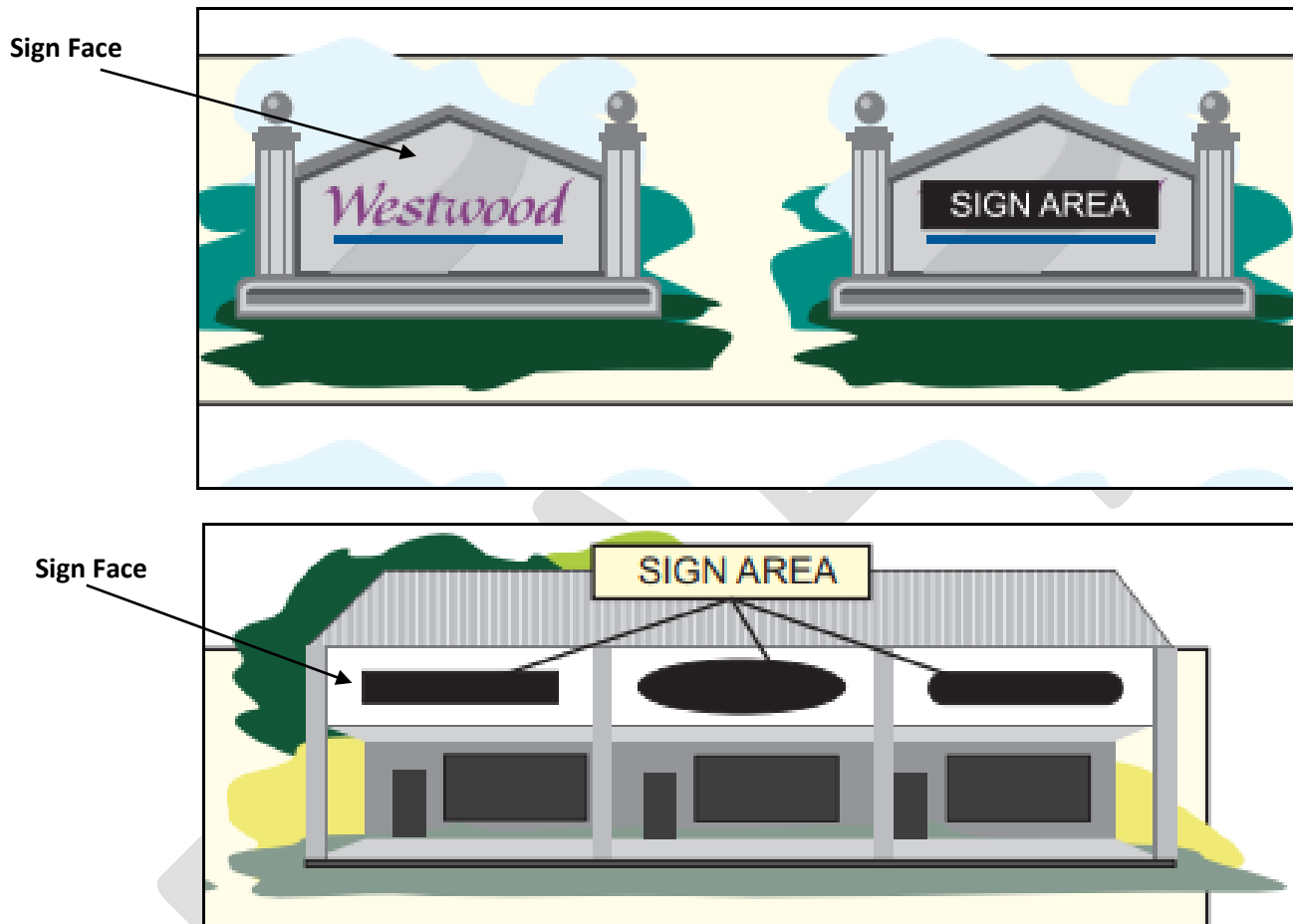
Sidewalk Sign. A moveable, portable, pedestrian-oriented, temporary sign that is supported by its own frame, and that is not secured or attached to the ground or surface upon which it is located. A-frame signs and sandwich board signs shall be considered sidewalk signs.

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

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

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

Sign Face. The entire display surface area of a sign upon, against, or through which sign copy is placed.



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

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

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

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

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

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

Sec. 21-5. - Prohibited Signs.

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

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

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

1. Sign Administrator. The City Manager or his/her designee shall appoint a Sign Administrator. The Sign Administrator is empowered to delegate the duties and powers granted to and imposed upon him/her by this Chapter to other persons subject to the supervision and direction of the Sign Administrator. The Sign Administrator is directed to enforce and carry out all provisions of this Chapter.
2. Enforcement Responsibility. The duties of the Sign Administrator shall include not only the review and approval of permit applications as required by this Chapter, but also the responsibility of ensuring that all signs comply with this Chapter and any other applicable law, and that all signs for which a permit is required by this Chapter have been erected, constructed, installed and maintained pursuant to a valid permit. The Sign Administrator shall make such inspections, in accordance with applicable law, as may be necessary and shall initiate

appropriate action to bring about compliance with this Chapter and other applicable law. The Sign Administrator shall investigate any complaints of alleged violations of this Chapter.

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

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

Sec. 21-7. - Permits Not Required.

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

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

7. Sidewalk signs located on-premises of the business operations, shall not encroach within handicapped accessible access ways and routes, or public rights-of-way. Sidewalk signs shall only be displayed or erected during the actual hours of operation only, are limited to one (1) sign structure with two (2) sign faces per business/entity or tenant, and shall not exceed six (6) square feet in size per sign face; and
8. Window signs. Restaurant menus, displayed hours of operation, and “open” signs affixed to a window or exterior glass door or installed in any manner which do not attract the attention of persons not on the premises shall be counted towards the window sign allotment established in this Chapter.

Sec. 21-8. – Permits Required

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

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

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

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

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

1. CEVMS locations. CEVMS are only permitted on property adjacent to the following thoroughfares:
 - a. US Highway 290 East and West (shall not mean Business US 290).

- b. US State Highway 36 North and South (shall not mean Business SH 36).
 - c. Changeable electronic variable message signs may be permitted on properties not adjacent to the aforementioned thoroughfares upon application to and approval by the City Council. Approval by the City Council may be granted where the following criteria are met:
 - i. Granting the request would not be materially detrimental to property in the general vicinity;
 - ii. Granting the request would not be contrary to the general objectives of this Chapter;
 - iii. Granting the request would not increase the total signage allotment allowed by this Chapter on the subject property.
2. CEVMS regulations.
- a. Images or messages shall be static in nature and shall not blink, flash, scroll or be animated;
 - b. No image or message may be displayed for less than eight (8) seconds;
 - c. Message transitions shall be limited to one (1) second;
 - d. The brightness of any CEVMS shall not exceed 0.3 foot-candle illumination from a distance of 250 feet between sunset and sunrise, and each sign shall be fitted with a qualified light-sensing device to automatically adjust the brightness in accordance with these standards;
 - e. All CEVMSs shall require an approved usage permit and payment of an annual fee. The annual fee shall be established by resolution of the City Council;
 - f. If a CEVMS is found to be operating incorrectly, it must not be operated until it is repaired, inspected by the City, and approved for operation by the Sign Administrator; and
 - g. The images displayed on the CEVMS must be directly related to the on-premises business, with the exception of messages relating to time, temperature, national news, local news, sporting events, or upcoming community events.
3. CEVMS size. Property in accordance with Section 21-9(1) are permitted one (1) sign structure with two (2) sign faces not to exceed fifty (50) square feet per sign face. CEVMS sign area shall count toward cumulative sign area allotment as established in Section 21-12(2)(a).
4. Fuel/Gas price electronic signs.

- a. Fuel/gas price signs shall not exceed an area of thirty-six (36) total square feet per electronic sign face and shall not exceed six (6) square feet in size per individual price panels; and
 - b. Fuel/gas prices shall be displayed as a static message and subject to all CEVMS regulation established in this Section, excluding Section 21-9 (1) – CEVMS locations.
- 5. CEVMS shall only be permitted as on-premises signs.
- 6. Temporary signage shall not be installed and/or maintained on any property or development on which a CEVMS is installed and/or maintained. Temporary signage is meant only to provide an additional sign form to businesses for advertising or communicating information to the public. With the use of a CEVMS the property or development has the diverse messaging capability to change messages to the public, and therefore negates the necessity of temporary signs. The exception shall be for the erection of construction or real estate signs.

Sec. 21-10. – Directional Signs.

- 1. On-Premises.
 - a. Shall have a maximum sign face area of twelve (12) square feet;
 - b. Shall not exceed a height of eight (8) feet; and
 - c. Shall include only arrows, directions, and references to specific destinations or geographical areas.
- 2. Off-Premises.
 - a. Limited Use Standards.
 - i. Shall not exceed two (2) sign faces with an area of eight (8) square feet cumulatively for each business;
 - ii. Shall not exceed a height of eight (8) feet;
 - iii. Shall include only the name, symbol, or logo of a business or facility and an arrow indicating the direction;
 - iv. Each business or entity is permitted two (2) signs each to be located on different sites (anchor sites);
 - v. The anchor site shall be the property hosting the off-premise sign and is permitted a maximum of four (4) directional signs not to exceed a total of sixteen (16) square feet of area.

- vi. The owner of the property on which a sign is to be located must give written permission in the application for the usage of the property. The applicant must present the written permission of the property owner with the application for the sign permit; and
- vii. The light from any illuminated sign shall be so shielded, shaded, or directed so that the light intensity shall not adversely affect surrounding or facing premises or the safe vision of operators of vehicles on public streets and highways.

b. Placement.

- i. The sign face shall be located within 1,000 feet of the applicant's business or facility;
- ii. The sign face shall not be the principal or sole use of land on the parcel where the directional off-premises sign is proposed to be displayed;
- iii. When detached, the off-premises directional sign shall be placed as a tenant sign and shall not be a single freestanding sign;
- iv. When attached, the sign face shall be installed on a building as a wall sign; and
- v. There shall be no more than one (1) off-premises directional sign, attached or detached, per anchor site, per business or entity.

Sec.21-11. – Flags and flag signs.

- 1. No more than three (3) freestanding flagpoles may be allowed at any time on the premises. Federal, state, or local government flags, emblems and/or historical markers and any flags or insignia of a religious, charitable, fraternal, academic, or civic organization may be allowed.
- 2. A maximum of one (1) corporate flag and flagpole may be permitted if erected in conjunction with at least one (1) flagpole and flag consistent with subsection (1) of this Section.
- 3. Official flags shall be flown in a manner that meets U.S. Congressional protocol and rules. Failure to display flags in proper manner shall be a violation of this section. All flags shall be kept in good repair.
- 4. Flags may be permitted in all zoning districts.
- 5. Design and lighting of the U.S. flag shall be consistent with the Federal Flag Code, 36 USC 173-178, as amended, and any successor law or code.
- 6. Flagpoles shall be black, brown, dark green, white, silver, or bronze in color.
- 7. Lighting of flags may be allowed, but shall not direct glare onto any building located on any other property.

8. Pole heights, flag sizes, minimum distances, and setbacks.
 - a. No side of any flag displayed on a pole that is thirty-five (35) feet or less in height shall be greater than six (6) feet in length.
 - b. Flags displayed on poles over thirty-five (35) feet in height may have a flag with a side length of not more than twenty-five percent (25%) of the height of the pole.
 - c. No flagpole shall exceed fifty (50) feet in height.
 - d. A minimum distance of (6) six feet shall be maintained between flagpoles. All flags shall maintain a minimum setback of eight (8) feet from all overhead power lines or easements, and six (6) feet from a property line.
9. Encroachments.
 - a. No flagpole may be erected within a public utility easement.
 - b. Neither the flag, flagpole, nor any other support structure may extend into, on, across, above or over a public right-of-way or easement.
 - c. Neither the flag, flagpole, nor any other support structure may extend over an adjoining property line.

Sec. 21-12. - Regulations by use.

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

materials shall be maintained so to ensure an attractive appearance and a healthy, vigorous, growth environment.

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

b. Types of Signs Allowed without a Permit.

- i. A property owner may place no more than two (2) non-commercial signs or flag signs on the property at any time. Non-commercial signs shall not exceed two (2) sign faces and shall not exceed six (6) square feet per sign face, or twelve (12) square feet cumulatively. Non-commercial signs under this section shall not advertise the sale of goods or services.
- ii. Flags. Flags are authorized to be placed on residential property, including two (2) flags with non-commercial messages and one flag pole per premises shall be allowed on each lot. Each flag shall be a maximum of fifteen (15) square feet in area. The flag pole shall be a maximum of twenty-five (25) feet in height or no higher than the highest point of the principal building's roof, whichever is lower. Flag poles must meet the minimum rear yard setback requirements for a principal building.
- iii. Individual lessees or owners of units within multiple-family housing or manufactured home parks may also display any sign allowed on individual residential lots, so long as:
 - 1. Sign is allowed by owner if property is owned separately from person displaying sign; and
 - 2. Sign is displayed within the area owned or leased by the individual.

c. General Sign Regulations on Individual Lots:

- i. No sign may be placed on a residential lot without the consent of the property owner or a lessee who has been given authority to place a sign on the property by written agreement of the property owner.
- ii. Other than those signs specifically authorized by this Section, a sign subject to this Section shall not be illuminated, electronic, digital, or contain moving elements.

- iii. The following maximum heights shall apply to signs on individual lots in a residential district:
 - 1. Unless otherwise specified in this Section, if ground-mounted, the top must not exceed a height of four (4) feet above the ground; and
 - 2. If building mounted, the sign must be flush mounted and must not project above the roof line.
 - d. Properties in the ETJ that are appraised by the Washington Central Appraisal District as residential and that contain single-family units, multiple-family complexes, or manufactured home parks shall comply with this Section.
2. Non-Residential Sign Regulations. Unless stated otherwise in Section 21-7 of this Chapter, no sign shall be permitted or allowed on non-residential use property unless it meets the following standards:
- a. Types of Signs Allowed with a Permit.
 - i. Wall and Projecting Signs. The total sign area for all attached signs for each lot shall not exceed one (1) square foot in sign area for each linear foot of the occupancy's building frontage and in no case shall exceed three hundred (300) square feet. Sign area allotment is computed by adding the sign area of all sign faces allowed by this subsection.
 - ii. Single-Business Ground Signs.
 - 1. Number of Signs. One non-attached sign provided in Section 21-12(2)(a)(ii)(2) per lot may be erected. Where an occupancy has more than one (1) street frontage, one (1) additional ground sign is allowed on the additional frontage. Where an occupancy has more than three hundred (300) feet of street frontage an additional ground sign shall be permitted for each additional increment of three hundred (300) feet of street frontage. Provided, further, if more than one (1) on-premises ground sign is permitted hereby, there shall be separation between ground signs of a minimum distance of one hundred (100) feet, measured in a straight line from the point on the base of each sign structure that is nearest to the other sign base.
 - 2. Design Specifications. Each ground sign shall be a minimum of eight (8) feet from the edge of pavement and are subject to the requirements prescribed in the table below. "Posted speed limit" shall mean the speed limit applicable to the public right-of-way adjacent to the primary occupancy frontage, whether or not speed limit signage is present.

Posted Speed Limit (mph)	Maximum Sign Face (Sq ft)	Sign Height (ft)
25 - 35	50	8
40 - 50	128	15

55 - 65	242	25
Property adjacent to the US 290 East and West and the feeder road for State Highway 36 North and South	300	35

3. A business that displays a monument sign as its only ground sign may increase its sign area size by up to twenty percent (20%).
 4. Public Facility Entry Monument Signs. Signs located on property near or adjacent to public facilities such as educational and administration buildings, athletic and sports fields, stadiums, and community centers, which are placed by a governmental entity or public institution of higher education for identification purposes shall be permitted in accordance with Section 21-12(2)(a)(ii).
- iii. Multiple-Business Ground Sign. An integrated business development shall be permitted one (1) on-premises ground sign structure with two (2) sign faces for each increment of five (5) separate entities operating in the development, with a maximum sign face of three hundred (300) square feet plus fifty (50) square feet for each entity in the development identified on such sign in excess of five (5). Provided, further, if more than one (1) on-premises ground sign is permitted hereby, there shall be separation between ground signs (on-premises and off-premises) of a minimum distance of one hundred (100) feet, measured in a straight line from the point on the base of each sign structure that is nearest to the other sign base.
 - iv. Fuel Station Canopy. For a property that contains a gasoline and/or diesel fuel pump island, the owner/operator may exhibit one (1) logo sign per canopy side adjacent to the right-of-way and one (1) electronic or non-electronic price sign per gasoline and/or diesel fuel Pump Island not exceeding forty (40) square feet in sign area. Electronic fuel price signs shall comply with Section 21-9. The signage authorized by this subsection does not count towards a property's total signage allotment.
 - v. Temporary signs. One (1) temporary sign may be displayed during business or activity opening, or special promotions, and shall not be displayed for greater than fourteen (14) days with a maximum of four (4) permits per property annually. The area of the sign may not exceed forty (40) square feet. Temporary signs shall adhere to setback requirements applicable to on-premises freestanding signs and shall not count towards maximum combined sign area. Temporary signs shall not be permitted on property with changeable electronic variable messaging signs or manual changeable copy signs.
 - vi. CEVMS signs are permitted in accordance with Section 21-9 of this Chapter.
 - vii. Off-Premises Directional signs in accordance with Section 21-10 of this Chapter.
 - viii. Flags and flag signs in accordance with Section 21-11 of this Chapter.
- b. Types of Signs Allowed without a Permit

- i. A property owner may place no more than two (2) non-commercial signs or flag signs on the property at any time. Non-commercial signs shall not exceed two (2) sign faces and shall not exceed twelve (12) square feet per sign face or twenty-four (24) square feet cumulatively. Non-commercial signs shall not be more than five (5) feet in height, and shall not be illuminated, electronic, digital, have any moving elements, or be permanently affixed to the ground.
- ii. Window signs. Window signs shall not exceed more than fifty (50%) percent of the window surface area and may not contain words with characters greater than twelve (12) inches in height.
- iii. On-Premises Directional signs in accordance with Section 21-10 of this Chapter.
- c. No sign may be installed on private property without the consent of the property owner and may not be installed in, on, or over any public street or public right-of-way.
- d. Except as authorized by Section 21-10, any sign allowed under this Section shall not advertise the sale of goods, services, or activities that are not available on the property on which the sign is installed, attached or placed.
- e. Properties in the ETJ that are appraised by the Washington County Appraisal District as or used as non-residential property shall comply with this Section.

3. Downtown Sign Regulations. For the purpose of this Chapter, Downtown Districts shall mean property zoned B-3, Historical Central Business District and B-4, Neighborhood Business District as established in Appendix A – Zoning of the Brenham Code of Ordinances. The provisions in this Section 21-12(3) shall prevail over any other conflicting provisions of this Chapter applicable to the B-3 and B-4 zoning districts.

- a. Residential Uses. Single-family and multiple-family uses shall comply with the signage standards established in Section 21-12(1) of this Chapter.
- b. Types of Signs Allowed with a Permit.
 - i. Wall and Projecting Signs. The total sign area for all attached signs for each lot shall not exceed one (1) square foot in sign area for each linear foot of the occupancy's building frontage and in no case shall exceed forty (40) square feet. Sign area allotment is computed by adding the sign area of all signs allowed by this subsection.
 - ii. Monument Sign. One indirectly lighted monument sign shall be permitted per occupancy not to exceed five (5) feet in height and the lowest point of the sign shall not exceed twenty-four (24) inches above the adjacent grade. The total sign area shall not exceed twenty-five (25) square feet and may be located as near as eight (8) feet to the edge of pavement as measured from the closest edge of the sign.
 - iii. Mural. Any painting, design, or image, including incidental copy, which is applied directly to the exterior of a building for artistic, informational, historic, or aesthetic purposes, and shall not contain a commercial message greater than thirty percent (30%) of the façade to which it is applied. Commercial messages shall be related to a business, product, service or activity which is available or conducted upon the premises where such sign is located. A mural shall be compatible with the architectural and aesthetic components of the building, not detract from the character of the district in which it is located, and not be detrimental to the public health, safety or welfare.

- iv. Flags and flag signs in accordance with Section 21-11 of this Chapter.
- v. Off-Premises Directional signs.
 - 1. Off-premises directional signs in the Downtown Districts shall be wall signs;
 - 2. The sign face shall be located within five hundred (500) feet of the subject business;
 - 3. The sign face shall include the name, symbol or logo of a business or facility and an arrow indicating direction;
 - 4. The sign face shall be a maximum of nine (9) square feet;
 - 5. Each establishment is allowed two (2) signs each to be located on different anchor sites; and
 - 6. The anchor site shall be allowed a maximum of four (4) directional signs.

c. Permitted Non-Residential Uses Types of Signs Allowed without a Permit.

- i. Window signs. Window signs shall not exceed more than twenty-five percent (25%) of the window surface area and may not contain words with characters greater than twelve (12) inches in height.
 - ii. A property owner may place no more than two (2) non-commercial signs with a total sign face not to exceed twelve (12) square feet on the property at any time.
 - iii. Sidewalk signs shall be located within five (5) feet of the building occupancy frontage of the business or other entity and shall not encroach within handicapped accessible access ways and routes. Sidewalk signs shall only be displayed or erected during the actual hours of operation, are limited to two (2) sign faces per business/entity or tenant, and shall not exceed twelve (12) square feet in size cumulatively.
- d. Except as authorized by Section 21-12(3)(b)(v), any sign allowed under this Section shall not advertise the sale of goods, services, or activities that are not available on the property on which the sign is installed, attached or placed.

Sec. 21-13. – Maintenance of Signs.

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

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

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

Sec. 21-14. - Nonconforming Signs.

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

- d. A nonconforming sign that has become obsolete or substandard under any applicable ordinance of the City to the extent that the sign becomes a hazard or danger to the public health, safety or welfare.

Sec. 21-15. - Violations and penalties.

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

Sec. 21-16. - Billboards.

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



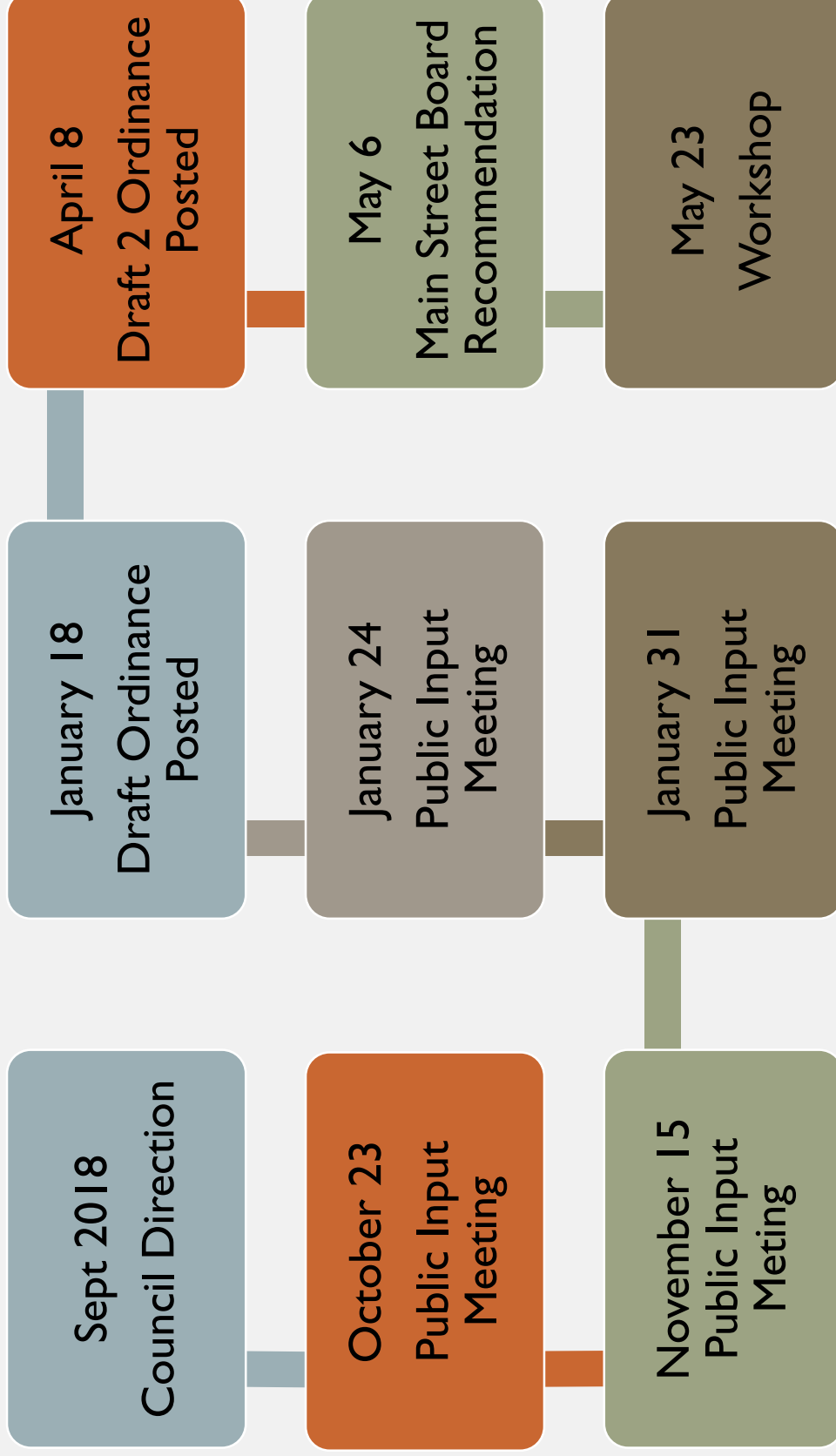
Exhibit B - PowerPoint Slides
Outlining Draft Sign Ordinance

DRAFT SIGN ORDINANCE

Stephanie Doland



SIGN ORDINANCE TIMELINE





SIGN ORDINANCE OUTLINE

1. Short Title	7. Permits Not Required	& Downtown Sign Regulations
2. Purpose and Scope		
3. Non-Commercial Signs	8. Permits Required	13. Sign Maintenance
4. Definitions (31)	9. Electronic Signs (CEVMS)	14. Nonconforming Signs
5. Prohibited Signs	10. Directional Signs	15. Violations and Penalties
6. Sign Administrator and Enforcement	11. Flags and Flag Signs	
	12. Regulations By Use	16. Billboards



PURPOSE AND SCOPE

Sign ordinance applicable to City of Brenham and ETJ.

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

SIGNAGE TYPES

AWNING SIGN



BANNER SIGN



SIGNAGE TYPES

DIRECTIONAL (WAYFINDING) SIGN



FLAGS AND FLAG SIGNS



SIGNAGE TYPES

GROUND SIGN

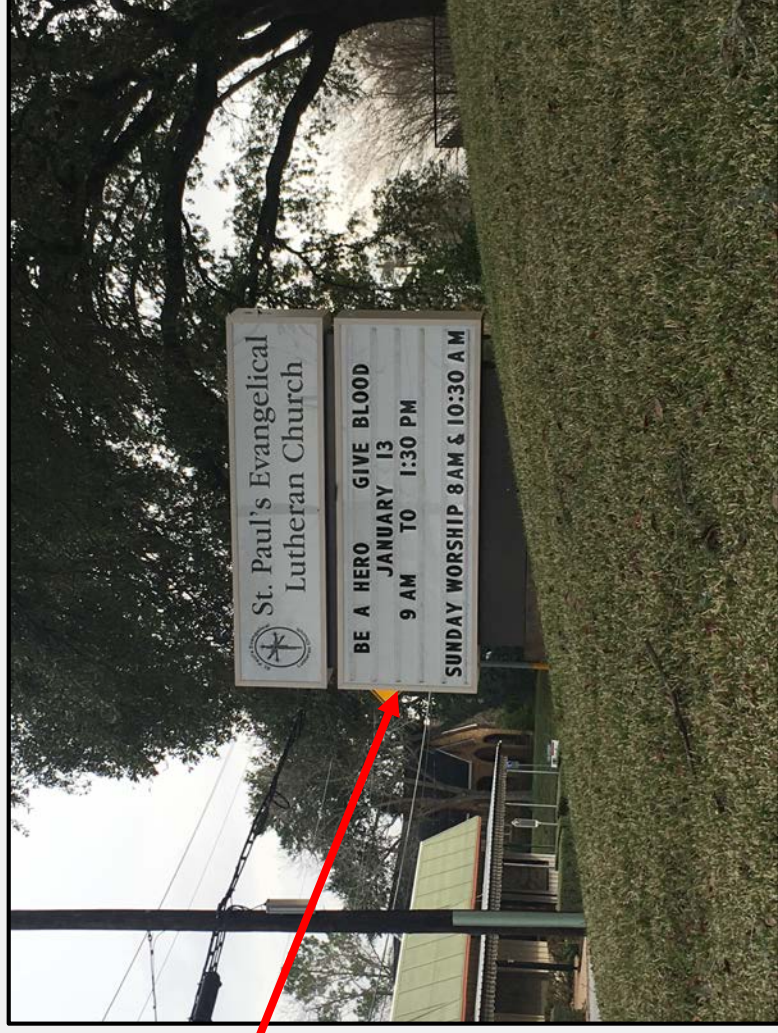


MARQUEE SIGN



SIGNAGE TYPES

MESSAGE BOARD SIGN

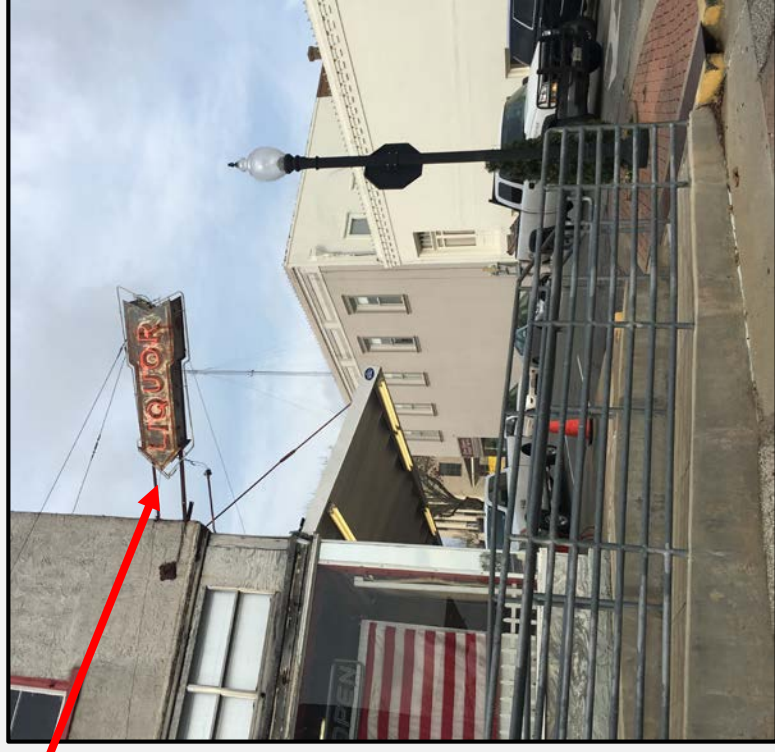


MONUMENT SIGN



SIGNAGE TYPES

PROJECTING SIGN



ROOF SIGN



SIGNAGE TYPES

UNDER CANOPY SIGN

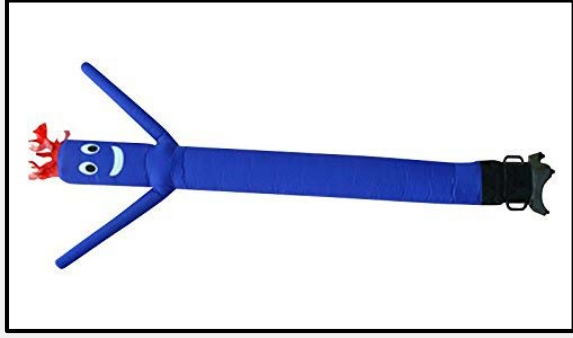


WINDOW SIGN



PROHIBITED SIGNS

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



PROHIBITED SIGNS

120
Days

1. Attention-getting devices;

2. ~~Billboards~~;

3. Portable signs with the exception of sidewalk signs;

4. Signs attached to or being held by a human or living creature for the purpose of advertising a commercial message for a business use;

5. Signs attached to any trees, utility pole or wire, traffic sign or signal;

6. Signs located in any public right-of-way;

7. Signs placed on parked vehicles or trailers for the primary purpose of displaying said sign; and

8. Snipe signs.

SIGN ADMINISTRATOR AND ENFORCEMENT

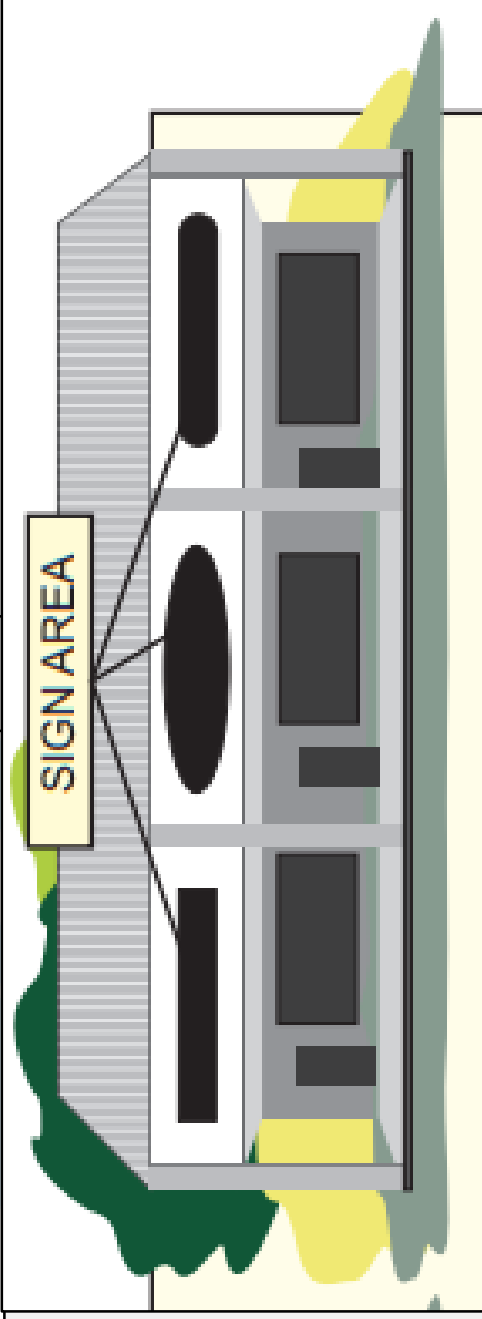
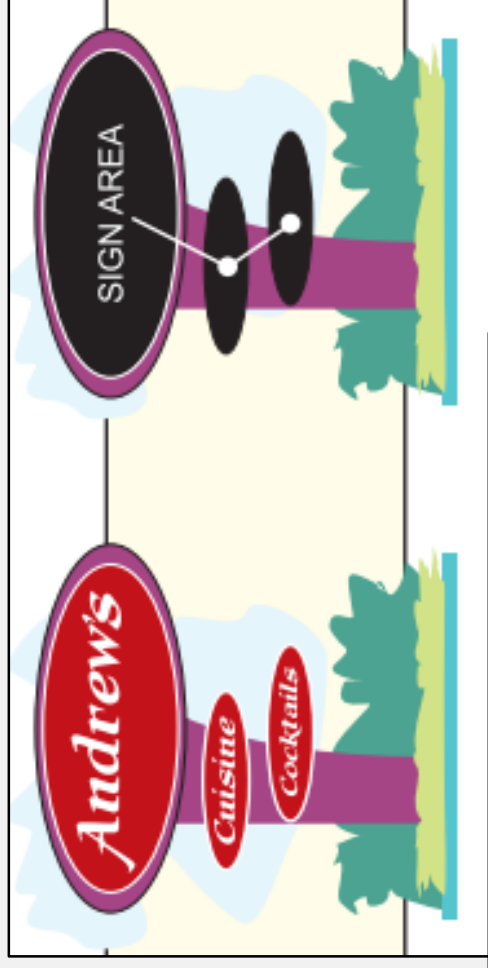
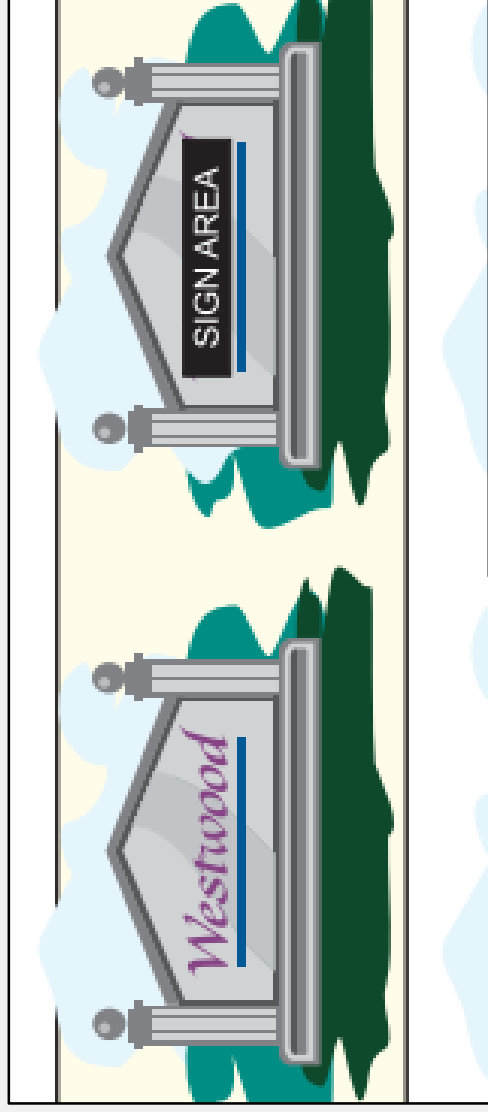
Permits Required

- Sign permit required to ensure adherence
- Permit fee established with fee schedule
- Design and structural requirements
 - Electrical contractor required
 - Constructed per applicable building code
- Sign permit issuance

Permits Not Required

- Garage sale sign
- Modification of sign face
- Government required notices
- Public facilities – directional signs
- Vehicular signs
- Construction or real estate signs
- Sidewalk signs
- Window signs

METHOD OF DETERMINING SIGN AREA



CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS (CEVMS)

Location

- Highway 290 & SH 36 (Not business)
- Approval by City Council for other locations
- Granting the request would not be materially detrimental to property in the general vicinity;
- Granting the request would not be contrary to the general objectives of this Chapter;
- Granting the request would not increase the total signage allotment allowed by this Chapter on the subject property;



CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS (CEVMS)

- 50 square feet per sign face (counts toward maximum)
- Banner/temporary signage forfeiture
- Fuel signs (36 square foot maximum)
- Additional regulations (applicable to existing signs):
 - Static message: no blinking, flashing, or scrolling
 - Minimum display time (8 seconds)
 - Transition time of 1 second
 - Limit brightness (0.3 foot-candle)



DIRECTIONAL SIGNS

Off-Premise

- Maximum sign area of 8 SF
- Shall not exceed 8 feet
- Limit to arrows, directions and references to destination
- Each entity may have 2 signs
- Anchor sites are limited to 4
- Sign shall be within 1000 feet of business
- Shall be a tenant sign



On-Premise

- Maximum sign area of 12 SF
- Shall not exceed 8 feet in height
- Limit to arrows, directions and references to destination



FLAGS

- Permitted in all zoning districts on all properties
- Shall be consistent with Federal Flag Code
- Maximum of three freestanding flag poles
- Maximum height of 50 feet
- Cannot be located in a public easement
- Shall be a minimum of 8 feet from overhead power lines, 6 feet from property lines



REGULATIONS BY USE - RESIDENTIAL

- Subdivision entry monument signs (or affixed to brick fence)
 - Indirectly lighted
 - May not exceed 2 sign faces at 120 square feet in area (max height 5 feet)
 - Landscape area twice size of sign face
- Wall signs
 - Multi-Family 5 units or greater one sign
 - One (1) square foot for each linear foot of occupancies building frontage (Max 64sf)



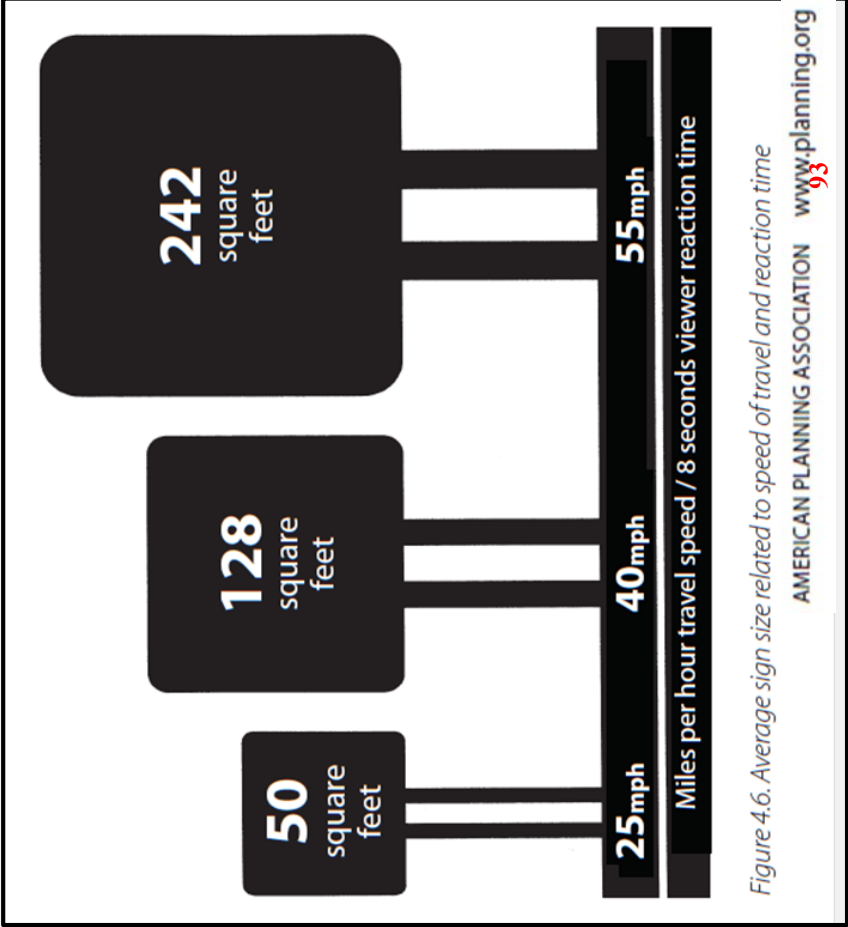


REGULATIONS BY USE - COMMERCIAL

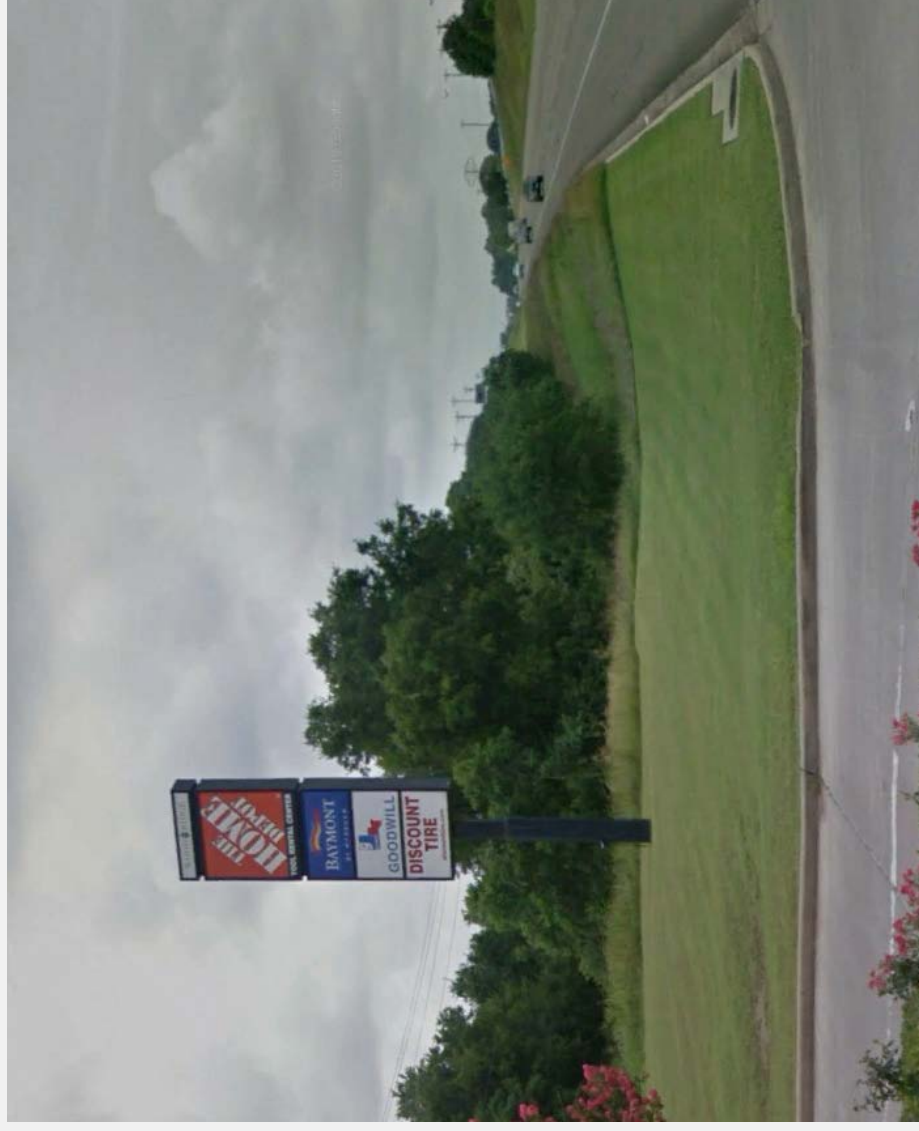
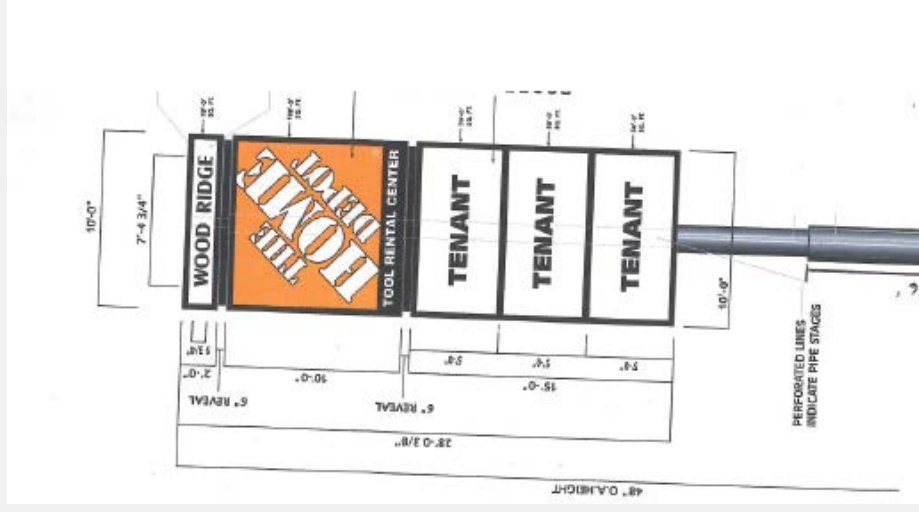
- Single-Business Ground Signs: One per property
- Unless corner lot or >300 linear feet
- Setback 8 feet from edge of pavement

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

- Monument sign bonus (20% increase)
- Public facility entry monument

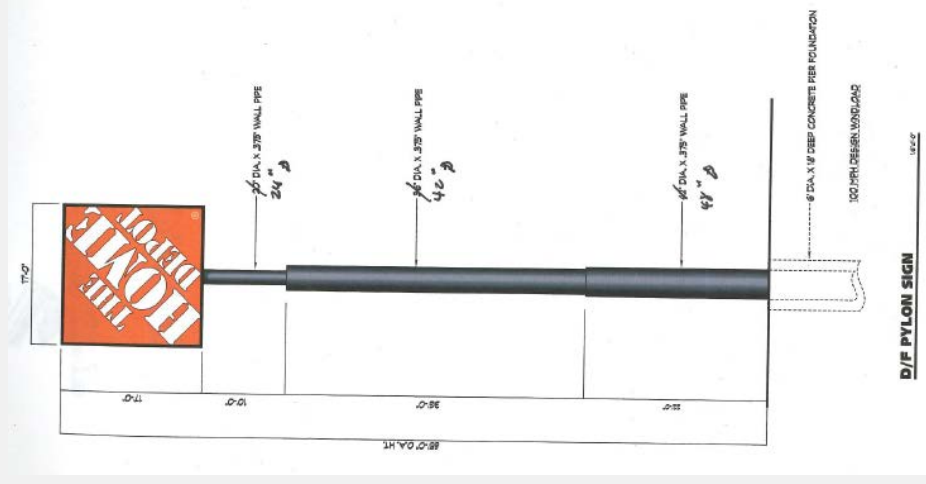
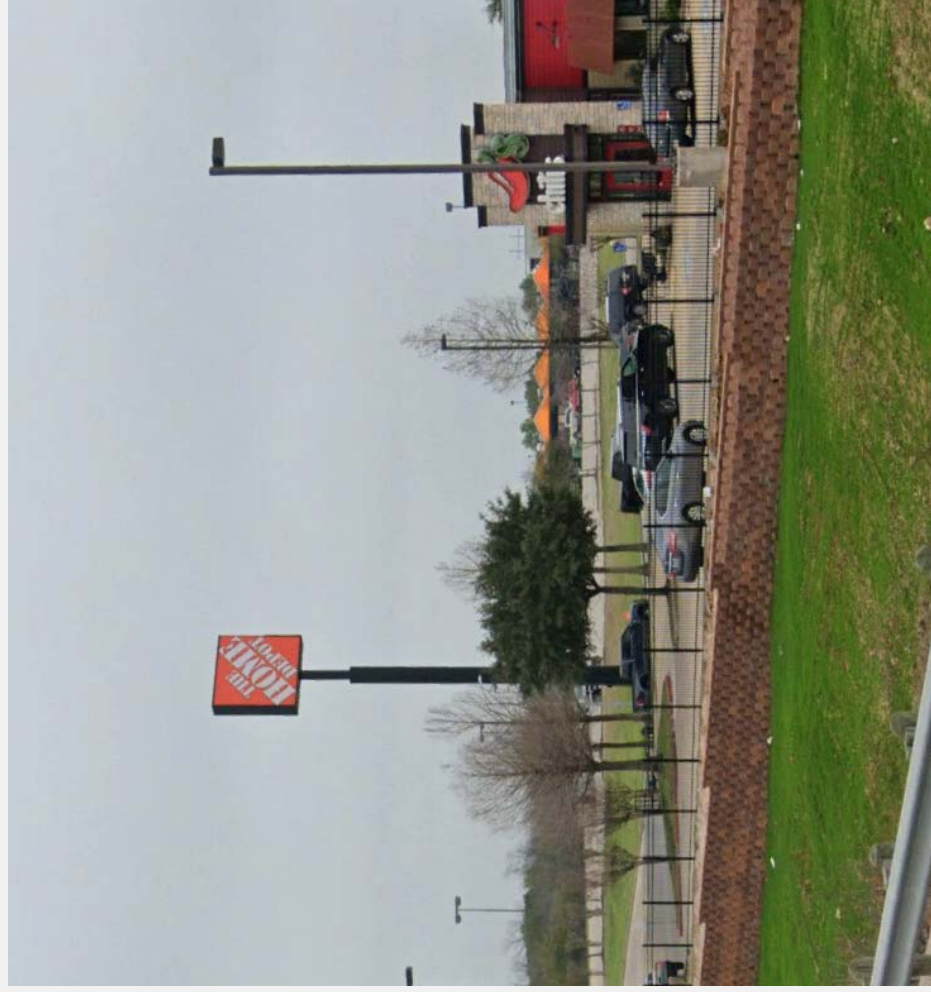


REGULATIONS BY USE - COMMERCIAL



$$10' \times 10' = 100$$

REGULATIONS BY USE - COMMERCIAL



$$17' \times 17' = 289$$

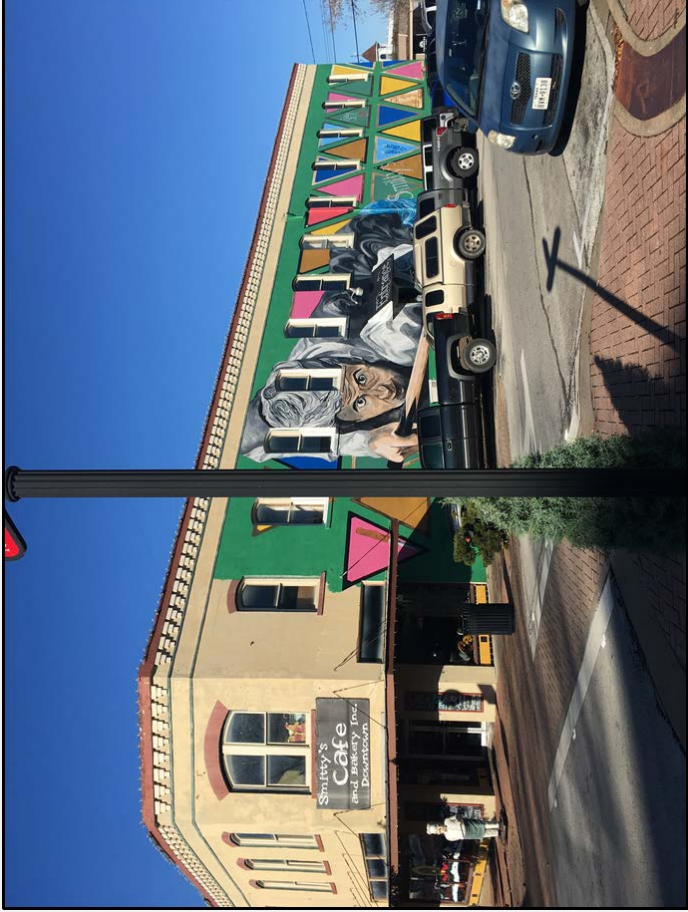
REGULATIONS BY USE - COMMERCIAL

- Wall Signs: shall not exceed one square foot in sign area for each linear foot of occupancy building frontage. (Max 300 sf)
- Multiple-Business Ground Signs – One sign per 5 entities
- Fuel Station Canopy
- Temporary banner sign – 4 times annually, displayed for 14 days, 40 sf maximum
- Window Signs – Limited at 50%



DOWNTOWN SIGNAGE

- Residential uses reference
- Attached signs: (1 to 1 ratio) max 40 sf
- Monument signs: max 25 sf, 5-foot tall
- Murals: max 30% of façade as signage
“commercial message”
- Window signs: max 25% of window surface area
- Directional signs
- Sidewalk signs



NON-COMMERCIAL SIGNS / FLAG SIGNS

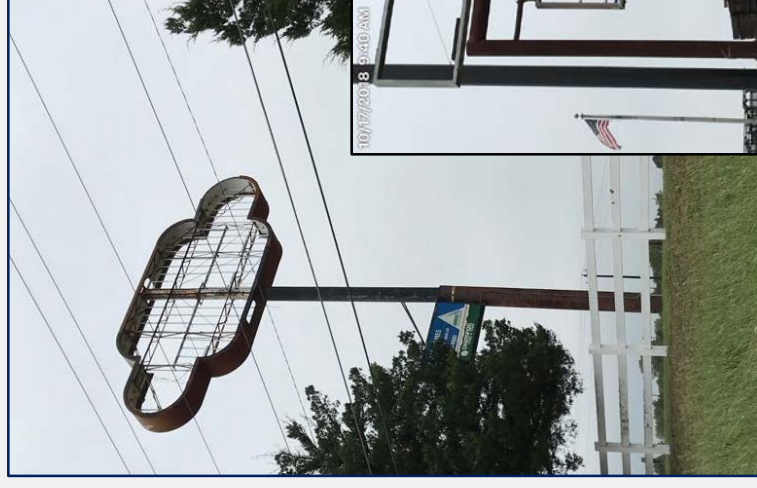
- Residential:
 - two non-commercial signs
 - 12 sf maximum sign area
- Commercial:
 - Two non-commercial signs
 - 25 sf maximum sign area
 - Shall not exceed 5 feet in height

- Downtown:
 - two non-commercial signs
 - 12 sf maximum sign area



MAINTENANCE OF SIGNS

- Signs and sign structures
- Code compliance officers
- Responsible parties
- Permit not required
- Abandoned or discontinued signs



10/17/2018 9:40 AM



10/17/2018 9:40 AM



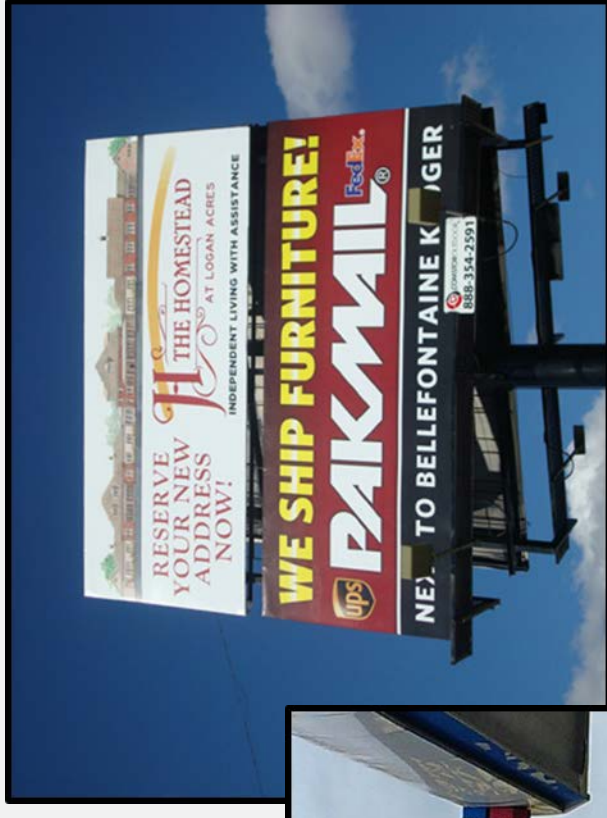
10/17/2018 9:30 AM

NON-CONFORMING SIGNS

- Shall be able to continue with normal repair
- Expansion or enlargement not permitted
- Act of God damaging the sign, or sign removal constitutes termination of non-conforming status
- 60% threshold

BILLBOARDS

- New Billboards are not permitted
- Maintenance permitted
- Sign face change permitted
- 60% threshold





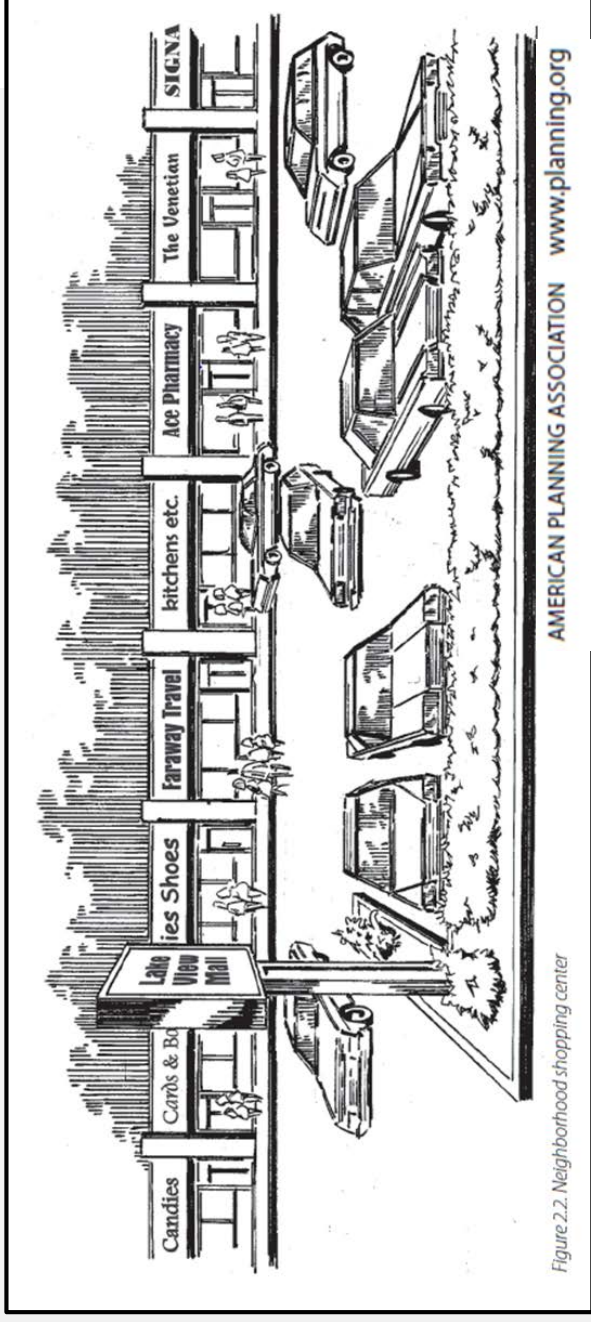
TIMELINE OF NEXT STEPS

May 28th
P&Z
Recommendation

June 6th
First Reading at
Council

June 20th
Second and Final
Reading at
Council

Questions Comments Feedback





DOWNTOWN SIGNAGE

Sidewalk Sign Pilot Program

The City of Brenham is working closely with Downtown Businesses to help enhance the Downtown Brenham pedestrian experience. From June 2019 to January 2020, the City is anticipating Council adoption of a Pilot Program which involves sidewalk signs placed on pedestrian-busy street corners.

The sidewalk signs will help pedestrians effectively find businesses in and around our downtown square. The Pilot Program will begin with seven signs. Following community feedback, more signage could be introduced.

Sign Appearance

Image A is a close representation of what the sidewalk signs will look like. The sidewalk signs are similar to our current vehicular wayfinding signage in design—so it ties-in the City’s tourism-branding. Yet, it still allows participating businesses to showcase their individuality.

Image A

Frequently Asked Questions:

Q: What will the Pilot Program cost for my business?

A: Because this is a temporary program, we will not charge participating businesses. If the program continues, business owners will have the opportunity to buy-in to the program.

Q: Where will the sidewalk signs be located?

A: The Pilot Program will utilize street corners along West Alamo Street and east Commerce Street.

Q: Will I still be able to use my own sidewalk sign?

A: Of course! Each business will have the opportunity to place a custom sidewalk sign by their storefront.

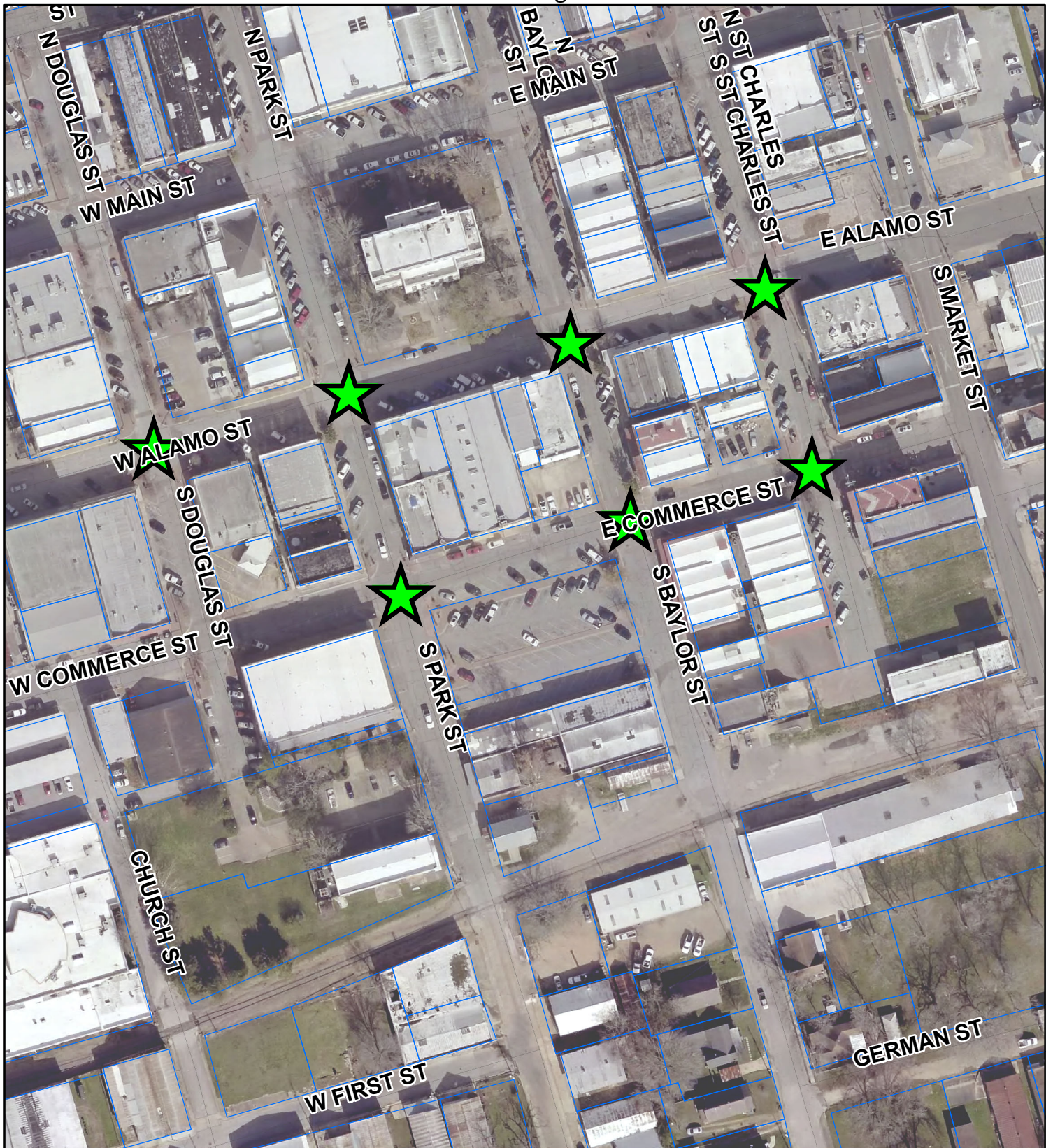
Q: How will sidewalk signs be enforced?

A: The City of Brenham has two Code Enforcement Officers who patrol Monday—Saturday. They will monitor downtown sidewalk signs to ensure safety and ordinance compliance.

Q: How will the success of the program be evaluated?

A: The intention of the Pilot Program is to reduce the number of sidewalk signs to ensure safety, maintain downtown aesthetics, and to guide pedestrians during their Downtown Brenham experience. Together—City staff, downtown patrons and business owners will evaluate the program based on functionality, aesthetics, business-branding and safety.





Pilot Program Sidewalk Sign Locations



Proposed Pilot Program Intersections

1 inch = 132 feet





AGENDA ITEM 7

DATE OF MEETING: June 6, 2019	DATE SUBMITTED: May 31, 2019															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Stephanie Doland															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☒ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☒ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Amend Part II, Division II, Section 3.02, Permitted Uses: (Nonresidential Uses) to Allow Signs for Public Facilities Which are Placed by a Government Entity or Public Institution of Higher Education as a Permitted Use in the Local Business/Residential Mixed Use (B-1) District in Brenham, Washington County, Texas (Case No. P-19-020)																
SUMMARY STATEMENT: This is a City initiated request to amend the City of Brenham’s Code of Ordinances, Appendix A, Part II, Division 2, Section 3.02 (22) to allow Public Facility Entry Monument signs on property zoned Business (non-residential) in Brenham. Entry monument signs are placed near or adjacent to public facilities such as educational and administration buildings, athletic and sports fields, stadiums, and community centers for identification purposes. During the research and public input phase of revising the sign ordinance, staff received feedback that entry monument signage may be appropriate as the primary use of a non-residential property. For example, signs designating entry into Washington County, the City of Brenham, or the Blinn College District may be appropriate on property that is owned by the respective agencies and is otherwise vacant. Staff finds that revising the language would allow governmental entities and other public institutions the opportunity to place monument signs on vacant property to help establish a sense of place and distinguish arrival to otherwise unseen boundaries. The current zoning ordinance does not allow signage to be the primary use of a property. Therefore, the proposed text amendment will resolve an inconsistency between uses allowed in the proposed sign ordinance and the zoning ordinance. Approval of the proposed text amendment will allow Public Facility Entry Monument signs to be placed on property in accordance with standards pertaining to size, height and sign area as established in the proposed sign ordinance (Section 21-12(2)(a)(4)). On Tuesday, May 28th, 2019, the Planning and Zoning Commission met to consider the above described amendment to the Zoning Ordinance and unanimously recommended approval. During the Public Hearing portion of the meeting no comments were made.																

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): Staff and the Planning and Zoning Commission recommend approval of the proposed amendment. A. PROS: Approval of the proposed text amendment will eliminate inconsistencies within the Brenham Code of Ordinances. B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference): 1. Approve the proposed amendment, as recommended by City Staff; 2. Deny the proposed text amendment.
ATTACHMENTS: (1) Draft Ordinance
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to amend Part II, Division II, Section 3.02, Permitted Uses: (Nonresidential Uses) to allow signs for public facilities which are placed by a government entity or public institution of higher education as a permitted use in the Local Business/Residential Mixed Use (B-1) District in Brenham, Washington County, Texas (Case No. P-19-020)
APPROVALS: James Fisher

ORDINANCE NO. _____

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

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

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

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

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1.

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

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

SECTION 2.

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

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

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

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 8

DATE OF MEETING: June 6, 2019		DATE SUBMITTED: May 10, 2019			
DEPT. OF ORIGIN: Finance		SUBMITTED BY: Carolyn D. Miller			
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:			
☒ REGULAR	☐ PUBLIC HEARING	☒ 1 ST READING			
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING			
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION			
	☐ WORK SESSION				
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on its First Reading Establishing an Ad Valorem Tax Freeze for Residential Homestead Property Owners of the City of Brenham, Texas Who Are Disabled or 65 Years of Age or Older.					
SUMMARY STATEMENT: This item is being presented to City Council for consideration after being reviewed with the Audit Committee. The Audit Committee's recommendation is to approve a tax freeze for residential property owners who are disabled or citizens 65 years of age and older, and maintain the \$24,000 exemption. With a tax freeze, the tax bill is frozen, not the valuation.					
<u>Background Information</u> In late 2005, all taxing entities in Washington County were discussing a tax freeze for citizens 65 years and older. Blinn College, BISD, and Washington County elected to adopt the freeze, while the City increased the exemption limit from \$12,000 to \$24,000. The rationale for this decision was based on the following points: 1) increased tax exemption provided immediate relief to those qualifying; 2) tax freeze provides relief only when the valuations and/or tax rate increase occurs; and 3) tax freeze is an irrevocable action at the local level. A comparison of the City of Brenham to other taxing entities is shown in the following table.					
EXEMPTIONS and PROPERTY TAX FREEZE					
ENTITY	HOMESTEAD	65 & OLDER	DISABLED	65 & OLDER	DISABLED
BISD	\$ 25,000	\$ 15,000	\$ 10,000	YES	YES
BLINN	\$ -	\$ 12,000	\$ 12,000	YES	YES
CITY	\$ -	\$ 24,000	\$ -	NO	NO
COUNTY-ROAD & BRIDGE	\$ 3,000	\$ 9,000	\$ 9,000	YES	YES
COUNTY-GENERAL	\$ -	\$ 12,000	\$ 12,000	YES	YES

Impact on City of Brenham

For the 2018 tax year, out of 9,000 accounts there were 1,447 accounts (or 2.53%) of the tax levy that received the \$24,000 exemption. This would be the number of citizens 65 and over who would receive a tax freeze. The number of disabled persons in Washington County is 67, so Brenham would be at this amount or less. The Chief Appraiser, Willy Dilworth, reviewed this information with the Audit Committee, and it was noted that although an exact amount of lost tax levy from the tax freeze could not be calculated, the impact overall would not be substantial.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Ordinance for 1st Reading

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve an Ordinance on its first reading establishing an ad valorem tax freeze for residential homestead property owners of the City of Brenham, Texas who are disabled or 65 years of age or older.

APPROVALS: James Fisher

ORDINANCE NO. _____

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

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

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

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

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

SECTION 1: Findings Incorporated.

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

SECTION 2: Definitions.

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

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

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

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

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

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

SECTION 4. Savings/Repealing Clause.

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

SECTION 5. Severability.

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

SECTION 6. Effective date.

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

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

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

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 9

DATE OF MEETING: June 6, 2019	DATE SUBMITTED: May 6, 2019	
DEPT. OF ORIGIN: Community Programs	SUBMITTED BY: Crystal Locke	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-19-014 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2019 Downtown Summer Concert Series, Hot Nights, Cool Tunes, to be held on July 6, 13, 20 and 27, 2019.		
SUMMARY STATEMENT: Hot Nights, Cool Tunes, is hosted by the City of Brenham and sponsored by local businesses. These are free public events with live entertainment, food vendors, and a classic car cruise-in. Brenham residents and visitors bring lawn chairs, set them up in the street, and enjoy fellowship and entertainment. Concerts are on Saturdays, July 6, 13, 20, and 27, 2019 from 7:00 p.m. – 10:00 p.m. One lane of Alamo Street between Park Street and St. Charles Street will close at 2:30 p.m. for stage setup followed by both lanes of Alamo Street closing between Austin Street and Market Street from 4:30 p.m. to midnight or until the stage is removed. Estimated attendance per weekend is 2,500 people.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ATTACHMENTS: (1) Resolution No. R-19-014; (2) Agreement with TxDOT for the Temporary Closure of State Right-of-Way; and (3) Application for Event Permit		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve Resolution No. R-19-014 authorizing execution of an agreement with TxDOT for the temporary closure of state right-of-way in connection with the 2019 Downtown Summer Concert Series, Hot Nights, Cool Tunes, to be held on Saturday's in July.		
APPROVALS: James Fisher		

RESOLUTION NO. R-19-014

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings involving a portion of the state highway system within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway system within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid agreement and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2019 Downtown Summer Concert Series, Hot Nights, Cool Tunes, to be held on **July 6, 13, 20, and 27, 2019**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, the Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of a portion of the state highway system within the City of Brenham associated with the 2019 Downtown Summer Concert Series, Hot Nights, Cool Tunes. This resolution is effective upon its adoption.

PASSED AND APPROVED this the 6th of June, 2019.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE 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 the City of Brenham, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Alamo Street, in Washington, County; and

WHEREAS, the local government has requested the temporary closure of Alamo Street (Business 290) for the purpose of the 2019 Downtown Summer Concert Series, Hot Nights, Cool Tunes, from 2:30 p.m. to 12:00 a.m. on July 6, 13, 20, and 27, 2019 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 6th day of June, 2019, the Brenham City Council passed Resolution / Ordinance No. R-19-014, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

- A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State 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.
- C.** The local government 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, it will contact the State for consultation no less than 10 workdays prior to the closure.

- D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government 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.
- E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
- F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.
- H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

- A.** This agreement may be terminated by any of the following conditions
 - (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.
- B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

- A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.
- B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

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 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
_____	Texas Department of Transportation
_____	_____
_____	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF BRENHAM

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

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 _____ Date _____
District Engineer

Exhibit A

This request is for closure of Alamo Street (Business 290) in Brenham, Texas (Washington County) as follows: One lane of Alamo Street (Business 290) from Park Street to St. Charles Street closing at 2:30 p.m. until 12:00 a.m.; both lanes of Alamo Street (Business 290) from Austin Street to Market Street closing at 4:30 p.m. until 12:00 a.m. on July 6, 13, 20, and 27, 2019.

Streets will be barricaded with traffic control devices and staffed with personnel from the Brenham Police Department and Citizens on Patrol.

The proposed activity that requires these street closures is the Downtown Summer Concert Series, Hot Nights, Cool Tunes held on Saturdays in July. These are free concerts for the public with live entertainment, food vendors, and a classic car cruise-in. Brenham residents and visitors bring lawn chairs, set them up in the street, and enjoy fellowship and entertainment. Estimated attendance per event is approximately 2,500.

Exhibit B

RESOLUTION NO. _____

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings involving a portion of the state highway system within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway system within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid agreement and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2019 Downtown Summer Concert Series, Hot Nights, Cool Tunes, to be held on **July 6, 13, 20, and 27, 2019**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, the Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of a portion of the state highway system within the City of Brenham associated with the 2019 Downtown Summer Concert Series, Hot Nights, Cool Tunes. This resolution is effective upon its adoption.

PASSED AND APPROVED this the 6th of June 2019.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Exhibit C

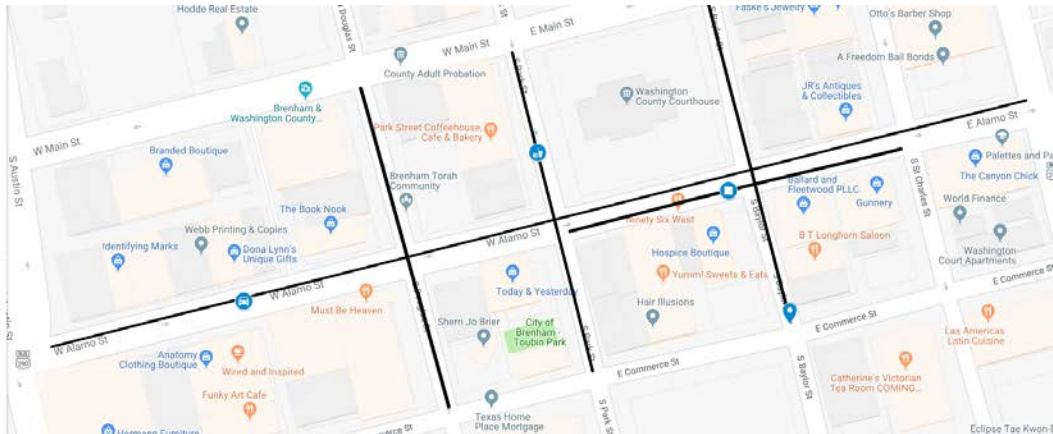
This request is for closure of Alamo Street (Business 290) in Brenham, Texas (Washington County) as follows: One lane of Alamo Street (Business 290) from Park Street to St. Charles Street closing at 2:30 p.m. until 12:00 a.m.; both lanes of Alamo Street (Business 290) from Austin Street to Market Street closing at 4:30 p.m. until 12:00 a.m. on July 6, 13, 20, and 27, 2019.

Streets will be barricaded with traffic control devices and staffed with personnel from the Brenham Police Department and Citizens on Patrol.

The proposed activity that requires these street closures is the Downtown Summer Concert Series, Hot Nights, Cool Tunes held on Saturdays in July. These are free concerts for the public with live entertainment, food vendors, and a classic car cruise-in. Brenham residents and visitors bring lawn chairs, set them up in the street, and enjoy fellowship and entertainment. Estimated attendance per event is approximately 2,500.

Hot Nights, Cool Tunes – Location Map July 6, 13, 20, and 27, 2019 7:00pm-10:00pm

- Street Closures and Information**
- ⚡ One-lane of Alamo closed at 2:30pm for st...
 - ⚡ Alamo Street (both lanes) close at 4:30pm; ...
 - 📍 Stage
 - ⚡ Park Street closed from Commerce Street L...
 - 🍷 Food Vendor
 - 🚗 Classic Car Cruise-In
 - ⚡ Baylor Street from Commerce to Alamo clo...
 - 🚒 Emergency Access Point
 - ⚡ Douglas Street from Commerce Street to M...



APPLICATION FOR EVENT PERMIT

1. Name of sponsoring organization: City of Brenham
2. Name of individual making application on behalf of sponsoring organizations: Crystal Locke
3. Purpose of the event: Community event promoting Downtown Brenham
4. Proposed date(s) of event: Saturday, July 6, 13, 20, & 27, 2019
5. Event start date and time: Saturday, July 6, 13, 20, & 27, 2019 at 7:00pm
6. Event set-up times: From 2:30pm to 6:00pm
7. Breakdown/cleanup: From 10:00pm to 12:00am or until stage is removed
8. Describe types of activities planned (entertainment, food booths, theme of items for sale, etc.):
Live music; classic car cruise-in; food vendors
9. Estimated attendance (event organizers and spectators): Approx. 2,500 per concert
10. Special Requests and/or additional information related to this event:

Filing Fee \$10.00

11. Street Closure Times: Beginning at July 6, 13, 20, & 27, 2019 at various times
(Date and time)

Ending at: July 6, 13, 20, & 27, 2019 at midnight or until stage is removed
(Date and time)

12. Street Closings:**

<u>Baylor</u>	from	<u>Commerce</u>	to	<u>Alamo at noon</u>
<u>Alamo (one-lane)</u>	from	<u>Park</u>	to	<u>St. Charles at 2:30pm</u>
<u>Alamo</u>	from	<u>Austin</u>	to	<u>Market at 4:30pm</u>
<u>Park</u>	from	<u>Commerce</u>	to	<u>Main at 4:30pm</u>
<u>Douglas</u>	from	<u>Commerce</u>	to	<u>Main at 4:30pm</u>
<u>Baylor</u>	from	<u>Alamo</u>	to	<u>Main at 4:30pm</u>

****Please provide a map of closures**

APPLICANT

C. Locke

Signature

Date: 05/02/2019

Crystal Locke

Printed Name

Contact Phone Number: 979-337-7254

CITY OF BRENHAM

By: _____
City Secretary

Date: _____

Hot Nights, Cool Tunes

July 6, 13, 20, and 27, 2019

7:00pm-10:00pm

Street Closures and Information

- ⚡ One-lane of Alamo closed at 2:30pm for st...
- ⚡ Alamo Street (both lanes) close at 4:30pm...
- 📍 Stage
- ⚡ Park Street closed from Commerce Street t...
- 🍷 Food Vendor
- 🚗 Classic Car Cruise-in
- ⚡ Baylor Street from Commerce to Alamo clo...
- 🚑 Emergency Access Point
- ⚡ Douglas Street from Commerce Street to M...



[Link to interactive map](#)



1 inch = 220 feet



Hot Nights Cool Tunes Detours



AGENDA ITEM 10

DATE OF MEETING: June 6, 2019		DATE SUBMITTED: May 31, 2019	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Professional Services Agreement with Strand Associates, Inc. for Henderson Park Improvements, Phase 2, and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY: Within the last few years, staff and community members have looked at areas to improve within Henderson Park to bring this park back to life and add amenities for all to enjoy. A presentation was made to BCDC, which was in line with the Parks Master Plan and input received from members of the community related to Henderson Park. During the 2017-18 BCDC funding meeting, \$294,500 was allocated to begin Phase I Improvements to this park. This portion is currently under construction. Based on the designated funds allocated by BCDC, Strand and Associates provided a mini-master plan of Henderson Park, which outlines how we could improve the amenities within the park in a couple phases. Staff wanted to focus on the community needs first which is what Phase I encompassed being a covered barbeque pit area, sidewalk connectivity to amenities, an ADA accessible route along with handicapped parking leading from the parking lot to the kitchen, a new playscape and upgrades to the kitchen area which included HVAC restrooms and ADA accessible entrances to both the kitchen and bathrooms. We are now ready to move forward with Phase II work in which this professional service agreement covers. BCDC has allocated an additional \$600,000 to complete Phase II work. Phase II work consists of restroom/concession stand enhancements as well as major renovation work to the baseball field which includes bleacher pads, new bleachers, new ball field fencing, backstop netting, brick dugouts, bullpens, and conversion of the infield to 60/90 dimension baseball. It will also include additional lighting such as low level lighting and parking lot lighting. By conducting this work it will complete the Henderson Park Improvements that are needed to enhance this park and provide usability in many areas. We have confirmed that with Phase II work that many tournaments that normally use Fireman's Park and Schulte Field will be able to expand their number of teams by adding this 3rd field. We also want to take advantage of the field lights that are in great shape at this field. It will be a win/win for economic activities along with community needs.			

This was presented to the Parks Board and presented to BCDC, which they agreed to move forward with design, bid, and construction based off the bids in which we will receive. By authorizing this PSA to Strand and Associates, it will get us one-step closer to making these improvements reality. The total amount of the PSA, which is funded by BCDC for these services is \$63,300.

We would like to ask council to authorize the use of BCDC funds to begin the design, bid, and construction part of Phase II. Once design is complete we will bid this project and come back to council to accept a contractor.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: These enhancements will improve Henderson Park which will benefit the community and provide economic impact at the same time.

B. CONS: None

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Professional Services Agreement; and (2) Mini-Master Plan

FUNDING SOURCE (Where Applicable): BCDC

RECOMMENDED ACTION: Approve a Professional Services Agreement with Strand Associates, Inc. for Henderson Park Improvements, Phase 2, and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. 2017-09
HENDERSON PARK IMPROVEMENTS, PHASE 2**

**THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §**

THIS AGREEMENT made on the _____ day of _____, 20____, entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Strand Associates, Inc.® ("Engineer").

WITNESSETH:

WHEREAS, the City desires to design improvements at Henderson Park, as further described in Part A of Attachment "A" (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide land surveying, project planning, project design, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Services," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to

obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. The City's use of any work product prepared by the Engineer for purposes other than for the intended project shall be at the City's sole risk and without liability to the Engineer.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is 365 calendar days beginning from the execution date of this Agreement. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed \$63,300, as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
Attn: Robert C. Schmidt, P.E., RPLS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Brenham
200 W. Vulcan Street
Brenham, TX 77833
Attn: City Engineer

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in

respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the City on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City. Non-payment within 45 days of receipt of invoice by the City, may at Engineers option, result in suspension of services upon 5 days written notice to the City. Upon receipt of payment in full Engineer will resume services without liability to City for such suspension.

SECTION XVI INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION XVII
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the services covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Washington County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the Mayor of said City and attested by the City Secretary and Strand Associates, Inc.[®], acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]

 5/6/19
Joseph M. Bunker Date
Corporate Secretary

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger Date
City Secretary

Milton Y. Tate, Jr. Date
Honorable Mayor

ATTACHMENT "A"

PART A—SCOPE OF SERVICES

CITY OF BRENHAM PROJECT NO. 2017-09 HENDERSON PARK IMPROVEMENTS, PHASE 2

Description of Project

This project consists of design services, bidding-related services, and construction-related services for handicapped accessibility improvements to the baseball concession/restroom building, new dugouts, ball pens, and fencing at the baseball field, bleacher pads, area lighting around the existing playground, parking lighting at the existing parking lot, and bleacher shade covers.

A. Topographic Survey and Planning

Topographic surveying and planning have been previously provided by ENGINEER.

B. General Services

1. Engineer will reference the City's Project Title and City's Project File Numbers on correspondence and submittals.
2. Engineer will manage the efforts of the project team members and consultants, assign manpower, delegate responsibilities, review progress, and monitor conformance to the scope regarding the budget and schedule.
3. Engineer will attend periodic meetings to review the progress of the services. The City shall initiate meetings that include Engineer and its consultants, and, if necessary, the City and other applicable parties. Engineer will prepare and deliver meeting record memorandum of decisions and action items to the City within three working days after each meeting.
4. Engineer will notify the City immediately of deviations from the Scope of Services and Fee agreed to in this Agreement. Engineer shall not perform services outside of the scope without an Amendment to this Agreement.
5. Engineer will submit invoices on the City's standard form to document and present the current status of each milestone noted to record activities and deliverables completed within the month, and to note activities planned for the next month.

C. Engineering Design and Bidding-Related Services

1. Engineer will prepare necessary engineering drawings, specifications, and engineer's opinion of probable construction costs necessary for bidding and construction of the proposed improvements described above. Drawings and

specifications prepared by Engineer will be in general conformance with applicable City of Brenham guidelines and standard details. In addition, if required, the Engineer will:

- a. Obtain required signatures from other governmental agencies, public utilities, and private utilities, which may impact the Project prior to final approval by the City. Governmental agencies include Washington County, the Texas Department of Transportation, and the United States Army Corps of Engineers. Utility signatures include Bluebonnet Electric, AT&T, and cable TV.
 - b. Obtain necessary approvals (permits, license agreements, etc.) from Washington County prior to final approval by the City.
2. The following is intended to provide a general guideline of deliverables and milestones.
- a. 30 Percent Planning

Engineer will meet on site with the City following preparation of the topographic and boundary surveys. Preliminary alignments will be marked in the field and obtained by the surveyor for use in preparing the design drawings.
 - b. 90 Percent Drawings and Draft Specifications
 - (1) Engineer will submit three sets of construction drawings including necessary plan sheets and details.
 - (2) Engineer will submit three sets of draft construction specifications including the following:
 - (a) Table of Contents.
 - (b) Document 00410 (Bid Form) with all bid items but excluding quantities.
 - (c) Section 01110 (Summary of Work).
 - (d) Technical Specifications (Divisions 0 through 16, as required).
 - (e) Supplemental and nonstandard technical specifications included in Divisions 2 through 16, identified.
 - (f) An opinion of probable construction cost.
 - (g) Documentation that drawings were submitted to private utilities for final review.
 - c. Final Drawings and Specifications (100 Percent Design)
 - (1) Engineer will submit bid-ready construction drawings, with review comments resolved (signed and sealed construction drawings with required signatures and construction specifications).
 - (2) Engineer will submit quantity takeoff and documentation.
 - (3) Engineer will assist with acquiring permit approval, as applicable, from Washington County.

- (4) Engineer will document submittals of drawings to the Texas Department of Licensing and Regulations for Americans with Disabilities Act requirements, if applicable. The City shall procure the services of a licensed accessibility reviewer and pay the review fees.
- d. Engineer will assist the City in preparing for and conducting the pre-bid conference for the project, including preparation of meeting minutes.
- e. Engineer will prepare necessary addenda to address issues or clarifications necessary for the bidding process.
- f. Engineer will furnish a tabulation of bids received with a written recommendation for the award of a construction contract, and submit within 24 hours after the bid opening.

D. Construction-Related Services

- 1. Engineer will make up to six site visits during times when the contractor is actively performing major construction activities. The site visits are anticipated to be a minimum of one visit biweekly, after the contractor has mobilized and is working. On the basis of such visits and observations, Engineer will keep the City informed of the progress of the work and will endeavor to guard the City against defective work. In furnishing site visits, Engineer's efforts will be directed toward determining for the City that the completed project will conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
- 2. Engineer will attend and/or lead construction progress meetings on behalf of the City, review contractor submittals, respond to contractor questions, and provide recommendations to the City.
- 3. Resident Project Representative (RPR)
 - a. Provide a part-time RPR on site approximately two hours a day, two days a week, for the estimated 60 calendar days of construction. In furnishing observation services, Engineer's efforts will be directed toward determining for the City that the completed project will, in general, conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
 - b. Prepare weekly written reports of the contractor's progress.

E. Services Not Provided

1. Hazmat soil testing/evaluation
2. Wetland delineation
3. Flood studies
4. Archeological
5. Land/easement procurement
6. Design revisions after approval
7. Services related to buried waste and contamination
8. Construction staking
9. Geotechnical services for design and construction materials testing

PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM PROJECT NO. 2017-09 HENDERSON PARK IMPROVEMENTS, PHASE 2

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this Agreement. If services beyond those specifically identified are determined necessary during the Project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City.

City shall compensate Engineer for item Nos. B., C., D.1, and D.2 on a lump sum basis, not to exceed the amounts shown below. Additional Service No. D.3 will be performed on an hourly basis at the rates shown in the Schedule of Charges, not to exceed the amount shown below.

Services		Fee
B. and C.	General Services, Engineering Design, and Bidding-Related Services	\$44,625
D.1. and D.2.	Construction-Related Services	\$14,875
Subtotal		\$59,500
Additional Services		Fee
D.3.	Resident Project Representative	\$ 3,800
Subtotal		\$ 3,800
Total		<u>\$63,300</u>

SCHEDULE OF CHARGES

Compensation for engineering services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

Engineering Services Classification	Hourly Billing Rates*
Principal Engineer	\$280
Senior Project Manager	\$210
Project Managers	\$165
Project Engineers	\$130
Engineering Technicians	\$118
Graduate Engineer	\$113
NACE Certified Project Representative (Tank Construction)	\$ 97
Project Representative	\$102
Computer-Aided Design and Drafting (CADD) Operator	\$ 91
Administrative	\$ 75

* Updated annually on July 1

Compensation for surveying services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

Surveying Services Classification	Hourly Billing Rates*
Registered Professional Land Surveyor	\$180
Surveying Technician	\$102
Three-Man Field Party	\$225
Two-Man Field Party	\$161
One-Man Field Party	\$102
Global Positioning System (GPS) Equipment	\$ 55
Robotic Total Station	\$ 35

* Updated annually on July 1

Subcontract costs shall be billed at invoice cost plus 10 percent for handling.

ATTACHMENT "B"

INSURANCE

**CITY OF BRENHAM
PROJECT NO. 2017-09
HENDERSON PARK IMPROVEMENTS, PHASE 2**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates, LLC. MSN 702 N High Point Road Suite 201 Madison WI 53717	CONTACT NAME: Susan Simoneau	
	PHONE (A/C, No, Ext): 800-643-6133	FAX (A/C, No): 608-831-4777
	E-MAIL ADDRESS: sue.simoneau@ansay.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CNA Insurance Companies	35289
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED STRAASS-01
Strand Associates, Inc.
910 W. Wingra Drive
Madison WI 53715

COVERAGES**CERTIFICATE NUMBER:** 1159551990**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blkt. Contractua ☒ XCU cov. incl. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		5099170076	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 900,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		5099170062	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		5099170059	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		WC595126844	1/1/2019	1/1/2020	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
						E L EACH ACCIDENT	\$ 1,000,000
						E L DISEASE - EA EMPLOYEE	\$ 1,000,000
						E L DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Full Prior Acts		AEH113974097	7/11/2018	7/11/2019	Each Claim Aggregate Full Prior Acts	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROJECT: Henderson Park Improvements, Phase 2
Project No. 2017-09
PROJECT #: 3900.230

CERTIFICATE HOLDER

City of Brenham
200 W. Vulcan Street
Brenham TX 77833

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM 11

DATE OF MEETING: June 6, 2019		DATE SUBMITTED: May 31, 2019	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Change Order No. 1 and Final Payment to Thielemann Construction for the Fireman's Park Public Restrooms and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY: The Fireman's Park Restroom project is finally complete! They became active in late March and are working well. As you all know this project has taken much longer than expected with the first contractor abandoning the project and ultimately going to surety where Thielemann Construction picked up the project. Arlen and his staff have been great to work with and worked through many obstacles to get to a final completion point. Throughout the process, we have been issuing payments based off of completion milestones. We are now ready to issue final payment to Thielemann Construction. The total amount for final payment is \$42,416. This includes one change order in the amount of \$3,767. This was seen due a change in the plumber from the previous contractor in which the new plumber's rates were higher to complete the work. It also had a re-painting amount in it along with some additional stone work that was all approved by staff. The total contract awarded to Thielemann Construction was for \$278,780. With the change order the total amount paid to Thielemann will be \$282,587. As the project went through surety and as time went on staff worked diligently with Thielemann to look at ways to keep this project near the contracted amount. As you can see in the attachments the change order was able to be decreased due to decreasing the scope of work and allowing City of Brenham staff to perform some work in-house. We would like to ask Council to approve the final payment along with the change order for a total amount of \$42,416.00 to Thielemann Construction Company, L.P.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Completed restrooms ready for Maifest and public use prior to summer B. CONS: Timeliness of entire project and going through surety			
ALTERNATIVES (In Suggested Order of Staff Preference):			

ATTACHMENTS: (1) Application/Certificate for Final Payment; (2) Change Order No. 1; and (3) Affidavit of Bills Paid and Release of Liens by Contractor
FUNDING SOURCE (Where Applicable): BCDC and General Fund
RECOMMENDED ACTION: Approve Change Order No. 1 and final payment to Thielemann Construction in the amount of \$42,416.00 for the Fireman's Park Public Restrooms and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 1 PAGE

TO OWNER:

City of Brenham
PO Box 1059
Brenham, TX 77834
FROM CONTRACTOR:
Thiелеmann Construction Co., LP
2310 S. Market St.
Brenham, TX 77833
CONTRACT FOR:

PROJECT:

Fireman's Park Restroom
901 N. Park Street
Brenham, TX 77833
VIA ARCHITECT:
N/A

APPLICATION #: 9

PERIOD TO: 04/23/19

PROJECT NOS:

CONTRACT DATE:

Distribution to:

X	Owner
	Const. Mgr
	Architect
X	Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$ 278,780.00
2. Net change by Change Orders-----	\$ 3,767.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 278,780.00
4. TOTAL COMPLETED & STORED TO DATE--\$ (Column G on Continuation Sheet)	\$ 278,780.00

5. RETAINAGE:

- a. 10.0% of Completed Work
(Columns D+E on Continuation Sheet) \$
- b. 10.0% of Stored Material
(Column F on Continuation Sheet) \$
- Total Retainage (Line 5a + 5b or
Total in Column 1 of Continuation Sheet) \$

6. TOTAL EARNED LESS RETAINAGE-----

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE-----

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$3,767.00	
TOTALS	\$3,767.00	
NET CHANGES by Change Order		\$3,767.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By:

L. P. Hahn

State of:

Texas

County of:

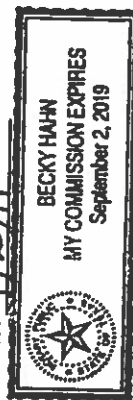
Washington

Subscribed and sworn to before

me this

23rd day of April

Date: 4/23/19



Notary Public:

Becky Hahn

My Commission expires: September 2, 2019

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

forty two thousand four hundred sixteen

\$ 42,416.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

[Signature]

Date: 5-5-19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

APPLICATION CERTIFICATE FOR PAYMENT

Item #	Description of Work	Schedule of Value	From Prev. App (E + F + G)	This Period	Mat. Presently Stored	Total comp. To Date (E + F + G)	% Completed (H/D)	Balance to Finish (D-H)
1	General Conditions	5,230.00	3,923.00	1,307.00		5,230.00	F 100%	0.00
2	Dirt removal	2,520.00	2,520.00	0.00		2,520.00	F 100%	0.00
3	Wood Framing	27,875.00	27,875.00	0.00		27,875.00	F 100%	0.00
4	Hollow metal doors/ windows	5,285.00	5,285.00	0.00		5,285.00	F 100%	0.00
5	Roofing	3,695.00	3,695.00	0.00		3,695.00	F 100%	0.00
6	Masonry- Stonework	11,425.00	11,425.00	0.00		11,425.00	F 100%	0.00
7	Masonry- Blockwork	14,950.00	14,950.00	0.00		14,950.00	F 100%	0.00
8	Sheetmetal	1,000.00	1,000.00	0.00		1,000.00	F 100%	0.00
9	Iron Work	14,025.00	14,025.00	0.00		14,025.00	F 100%	0.00
10	Plumbing	31,830.00	15,915.00	15,915.00		31,830.00	F 100%	0.00
11	Electrical	37,515.00	28,136.00	9,379.00		37,515.00	F 100%	0.00
12	HVAC System	23,800.00	23,800.00	0.00		23,800.00	F 100%	0.00
13	Insulation	5,650.00	5,650.00	0.00		5,650.00	F 100%	0.00
14	Interior Trim	8,540.00	8,540.00	0.00		8,540.00	F 100%	0.00
15	Painting	7,290.00	7,290.00	0.00		7,290.00	F 100%	0.00
16	Countertops	6,610.00	0.00	6,610.00		6,610.00	F 100%	0.00
17	Tile work	9,995.00	9,995.00	0.00		9,995.00	F 100%	0.00
18	Concrete Floors	2,305.00	2,305.00	0.00		2,305.00	F 100%	0.00
19	Toilet Partitions	13,130.00	13,130.00	0.00		13,130.00	F 100%	0.00
20	Hardware/ Toilet Accessories	14,125.00	10,594.00	3,531.00		14,125.00	F 100%	0.00
21	Sitework- Grading	3,365.00	3,365.00	0.00		3,365.00	F 100%	0.00
22	Sitework- Landscaping	20,990.00	20,990.00	0.00		20,990.00	F 100%	0.00
23	Miscellaneous	7,630.00	5,723.00	1,907.00		7,630.00	F 100%	0.00
SUBTOTALS		278,780.00	240,131.00	38,649.00	0.00	278,780.00	1.00	0.00
Change Order Total *		3,767.00	0.00	3,767.00	0.00	3,767.00	0.00	0.00
GRAND TOTALS		282,547.00	240,131.00	42,416.00	0.00	282,547.00		0.00

CHANGE ORDER SUMMARY:

1	01/24/19	Adjustment	3,767.00	0.00	3,767.00	F	100%	0.00
0	01/00/00		0.00	0.00	0.00			0.00
0	01/00/00		0.00	0.00	0.00			0.00
* Change Order TOTALS			3,767.00	0.00	3,767.00			0.00

THIELEMAN CONSTRUCTION COMPANY L.P.

2310 SOUTH MARKET
BRENHAM, TEXAS 77833
Phone: 979/836-9386
Fax: 979/836-6605

FIRMAN'S PARK CHANGE ORDER

January 24, 2019

City Of Brenham
211 Vulcan Street
Brenham, TX. 77833

Change Orders: Adjustment Fireman's Park

Original Change Orders Total's

Plumbing	\$15,810.00	
Ground Pole Light	\$ 290.00	
Repair Conduit	\$ 695.00	
Install Stone	\$ 700.00	
Saw Cut Inlay For Tile	\$ 200.00	
Re-Paint Exterior	<u>\$ 750.00</u>	
		\$18,445.00

Original Proposed Landscaping Total's

Install Plants	\$12,040.00
Install Irrigation	<u>\$ 6,372.00</u>
	\$18,412.00
People Cut Out	\$2,400.00
Stone at Two Bathrooms	\$ 238.00

Changes

Delete Installing Plants	(\$12,040.00)
Delete Installing Cut Outs	(\$ 2,400.00)
Delete Installing Stone	<u>(\$ 238.00)</u>
Total Changes	<u>(\$ 14,678.00)</u>

Change Order Adjustment **\$ 3,767.00**

AFFIDAVIT OF BILLS PAID AND RELEASE OF LIENS BY CONTRACTOR

The undersigned, Thielemann Construction Co., L.P. ("Contractor"), having furnished materials and/or performed labor in connection with the construction Fireman's Park Bathroom's (the "Project") of certain improvements located at 901 N. Park Brenham, TX 77833 ("Property") for and inconsideration of the payment to the Contractor of the sum hereinafter specified does hereby acknowledge and release as follows:

Upon the receipt of \$42,416.00 being payment on Final Invoice dated April 23, 2019 for materials and/or labor performed by the Contractor for the Project (the "Work"); Contractor will waive and release any and all liens, rights and interests (whether choate or inchoate, and including, without limitation, all mechanic's and materialmen's liens under the Constitution and the statutes of the "Property" state) which are or may be owed, claimed or held by Contractor in and to the Property and the improvements constructed thereon by reason of the Work or otherwise, and Contractor will thereby RELEASE AND FOREVER DISCHARGE any and all claims, debts, demands or causes of action the Contractor has or may have as a result of the same including, without limitation, any liens of Contract for the Work now or hereafter filed for record in said County.

Contractor represents, warrants, and certifies that all bills owed by the Contractor for materials furnished and labor performed in connection with the Work have been or will be fully paid and satisfied. If for any reason a lien or liens are filed for materials or labor against the Property by virtue of the Contractor's participation in the Project by any person claiming by, through, or under the Contractor, then Contractor will immediately obtain a settlement of such lien or liens and obtain and furnish to the owners of the Property a release thereof. Contractor shall indemnify such owners and their respective heirs, successors and assigns from any such bill or liens and from all costs and expenses, including attorney's fees, incurred in discharging any such bills or removing such liens.

Executed 6/3, 20 19.

Contractor Name: Thielemann Construction Co., L.P.

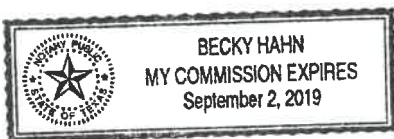
By: Glenda Stegent

Title: Partner/Treasurer

Kathie Vela
Witness

Melinda Eckhoff
Witness

Subscribed and sworn to before me under my official seal of office this 3rd day of June, 20 19.



Becky Hahn
Notary Signature



AGENDA ITEM 12

DATE OF MEETING: June 6, 2019		DATE SUBMITTED: May 29, 2019	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Change Order No. 1 and Final Payment to Progressive Commercial Aquatics, Inc. for Repairs to the Outdoor Leisure Pool at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY: On November 29, 2018 City Council awarded a contract to Progressive Commercial Aquatics, Inc. for modifications to the outdoor leisure pool at the Aquatic Center. The amount of the contract was \$122,900 and consisted of modifications of the main drains along with the addition of a chair lift and an additional ladder for entry and exit. All modifications were driven by laws that went into effect since the pool was original opened, specifically the Virginia Graeme Baker Spa and Safety Act of 2002. While the outdoor leisure pool was out of season, Progressive Commercial Aquatics conducted the work so that the pool would be ready for the grand opening in early May. The work was completed and the pool was able to be opened on-time. There were a couple issues that came up but Progressive Commercial Aquatics worked through them and stayed on top of the situations that arose. They were outstanding to work with and communicated the work with our staff daily. Progressive Commercial Aquatics has submitted their paperwork for payment and we would like to move forward with that process. The total amount for the completed work was \$123,380.79. We had a deductive change order in the amount of \$9,725 on the project along with Change Order No. 1 for unforeseen issues in the amount of \$10,205.79. Both change orders were discussed with staff at the time during construction and agreed upon by both parties. We would like to ask Council to approve payment to Progressive Commercial Aquatics, Inc. in the amount of \$123,380.79 for the leisure pool planned work.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Brought pool up to standards as it relates to the Virginia Graeme Baker Spa and Safety Act of 2002. B. CONS: Other than large expense all worked out well with timing of construction and improvements.			
ALTERNATIVES (In Suggested Order of Staff Preference):			

ATTACHMENTS: (1) Request for Payment and Change Order Documents; and (2) Final Certificate of Substantial Completion
FUNDING SOURCE (Where Applicable): Aquatic Center Budget and City Managers Contingency (All budgeted)
RECOMMENDED ACTION: Approve Change Order No. 1 and final payment in the amount of \$123,380.79 to Progressive Commercial Aquatics, Inc. for repairs to the outdoor leisure pool at the Blue Bell Aquatic Center and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

REQUEST FOR PAYMENT

From: Progressive Commercial Aquatics, Inc.
2510 Farrell Road
Houston, TX 77073

To: City of Brenham
Rec. & Aquatics Dept.
PO Box 1059
Brenham, TX 77834-1059

Invoice: 263502
Draw: Brenham00001
Invoice date: 5/13/2019
Period ending date: 5/31/2019

Contract For:

Request for payment:

Original contract amount \$122,900.00

Approved changes \$480.79

Revised contract amount

Contract completed to date

Add-ons to date \$0.00

Taxes to date \$0.00

Less retainage \$12,338.08

Total completed less retainage

Less previous requests \$0.00

Current request for payment

Current billing

Current additional charges \$0.00

Current tax \$0.00

Less current retainage \$12,338.08

Current amount due \$111,042.71

Remaining contract to bill \$12,338.08

Project: S-9-BRENH19

City of Brenham - Blue Bell

Contract date: 11/20/2018

Architect:

Scope:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month	10,205.79	-9,725.00
TOTALS	10,205.79	-9,725.00
NET CHANGES by Change Order	480.79	

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the City of Brenham relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Progressive Commercial Aquatics, Inc.

State Of Texas

County Of Harris

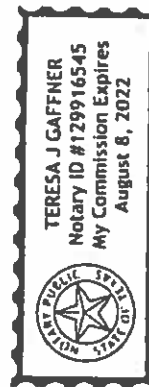
By:

Subscribed and sworn to before me this 13th day of May 2019

Date: 5/13/2019

Notary Public

My commission expires: 08/08/2022



Project: S-9-BRENH19 / City of Brenham - Blue Bell Invoice: 263502 Draw: Brenham00001 Period Ending Date: 5/31/2019 Detail Page 2 of 2 Pages

155

Progressive Commercial Aquatics. Inc.

2510 Farrell Rd
Houston, TX 77073
281-982-0212

Change Order

Project:

S-9-BRENH City of Brenham
1800 E. Tom Green St
Brenham, TX 77833

Change Order: 1

Date: 5/13/2019

Architect's Project:

To Contractor:

Progressive Comm Aquatics Inc
2510 Farrell Rd
Houston, TX 77073

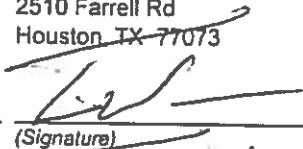
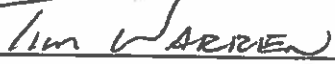
The Contract is changed as follows:

1 Locating and Repair of Floor Return Piping Leaks

\$10,205.79

The original Contract Amount was	\$122,900.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$122,900.00
The Contract will be increased by this Change Order in the amount of	\$10,205.79
The new Contract Amount including this Change Order will be	\$133,105.79
The Contract Time will be unchanged.	
The date of Substantial Completion as of the date of this Change Order therefore is	

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

ARCHITECT	Progressive Comm Aquatics Inc CONTRACTOR 2510 Farrell Rd Houston TX 77073	OWNER
(Signature)	 (Signature)	(Signature)
By	By 	By
Date	Date 5/13/19	Date

Progressive Commercial Aquatics. Inc.

2510 Farrell Rd
Houston, TX 77073
281-982-0212

Change Order

Project:

S-9-BRENNH City of Brenham
1800 E. Tom Green St
Brenham, TX 77833

Change Order: 2

Date: 5/13/2019

Architect's Project:**To Contractor:**

Progressive Comm Aquatics Inc
2510 Farrell Rd
Houston, TX 77073

The Contract is changed as follows:

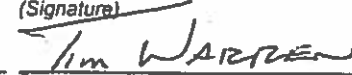
Deductive Change Order for Alternate 1 - Wall Return

2 Deductive Change Order for Alternate 1 - Wall Return

\$-9,725.00

The original Contract Amount was	\$122,900.00
Net change by previously authorized Change Orders	\$10,205.79
The Contract Amount prior to this Change Order was	\$133,105.79
The Contract will be increased by this Change Order in the amount of	\$-9,725.00
The new Contract Amount including this Change Order will be	\$123,380.79
The Contract Time will be unchanged.	
The date of Substantial Completion as of the date of this Change Order therefore is	

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

ARCHITECT	Progressive Comm Aquatics Inc CONTRACTOR 2510 Farrell Rd Houston, TX 77073	OWNER
		
(Signature)	(Signature)	(Signature)
By	By	By
Date	5/13/19	Date

waterscape
CONSULTANTS, INC
VISUAL AND RECREATIONAL WATER AMENITIES

May 23, 2019

Ms. Tammy Jaster
Aquatic Supervisor
Blue Bell Aquatic Center
City of Brenham
1800 E Tom Green
Brenham, Texas 77833

Re: Blue Bell Aquatic Center Pool Renovations – Brenham, Texas
Substantial Completion

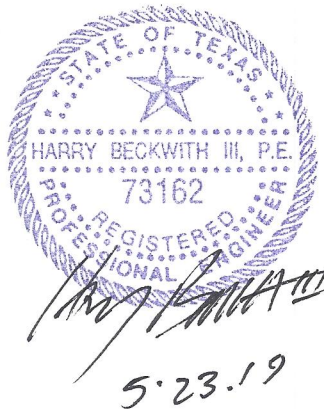
Dear Ms. Jaster;

Based on my inspection of the recently completed work referenced above, it is my opinion that the work is substantially complete as of this date. The work has been performed in general accordance with the Construction Documents. There are no unresolved issues or pending punch list items to complete.

If you have any questions or need any additional information please contact our office.

Sincerely,

Harry Beckwith III, P.E.
Principal
Waterscape Consultants, Inc.
TxBPE F-2771





AGENDA ITEM 13

DATE OF MEETING: June 6, 2019	DATE SUBMITTED: May 30, 2019
DEPT. OF ORIGIN: Fire Department	SUBMITTED BY: Ricky Boeker
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-19-015 Authorizing the Conveyance of Public Safety Radios to the Brazos Valley Wide Area Communications System (BVWACS) and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: I had prepared this report as to what we could expect to get for our old radios if we auctioned them thru Gov-Deals vs. Donating them to the Brazos Valley Wide Area Communication System (BVWACS) so they can be refurbished by BVWACS and maybe help another entity join the radio System. Last year Brazos County and City of Bryan donated their old radios to BVWACS. It has help Grimes County and City of Navasota get on the system, which in turn has dropped our annual cost to the BVWACS by \$6,433 this year. Currently we have Madison County working toward getting on the system as well and some of these radios would help them and then in turn should lower our annual cost again. Once BVWACS gets the radios they go thru them and some of the radios are parted out to fix other units. We do have some units that the screen on the radios need to be replaced, broken antennas etc. If we sell the radios on Gov-Deals, every radio will have to have the programming removed by Pam Ruemke (Public Safety IT) where if we donate them we would not have to wipe them because it will be the same network and mostly the same talkgroups put back in the radios. Using the average price that is showed below on radios that have sold on Gov-Deals. We have 102 units to sell and if we get the average price that, the radios below sold for we could possibly receive and estimated \$7,446 for the lot. This one time money is very close to what our saving were this year when we added Grimes County/Navasota to the BVWACS system. By donating these radios, we could be saving the amount every year making donating these radios in my view would be the best option for the City of Brenham.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Could possibly have annual savings on radio system cost – volume of radios on system drives down cost per radio B. CONS: Gov-Deals we would receive a one-time payment for radios	

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: Gov-Deal research
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve Resolution No. R-19-015 authorizing the conveyance of public safety radios to the Brazos Valley Wide Area Communications System (BVWACS) and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

RESOLUTION NO. R-19-015

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE CONVEYANCE OF SURPLUS RADIO UNITS TO THE BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM (“BVWACS”)

WHEREAS, the Brazos Valley Wide Area Communications System (“BVWACS”) is the Regional Voice and Data Radio System serving Brazos County, Washington County, and surrounding areas as further described in the BVWACS Interlocal Agreement, as amended (“Agreement”), said Agreement being implemented by the BVWACS Parties for public safety and public service purposes in accordance with the terms therein; and

WHEREAS, the City of Brenham is a BVWACS Party and participates in the Brazos Valley Wide Area Communications System (“BVWACS”); and

WHEREAS, pursuant to the Agreement between the BVWACS Parties, each Party to the Agreement is responsible for funding a pro rata portion of the annual costs incurred each fiscal year for improvements, operation and maintenance of the BVWACS, said amounts to be determined in accordance with the participation levels established by the Agreement; and

WHEREAS, the Parties to the Agreement desire to add additional participants to the BVWACS in order to improve public safety and public service communications and operations by and between the participating agencies and other public safety agencies; and

WHEREAS, the City recently purchased new radio units for use with the BVWACS, and owns 102 surplus Motorola Model XTS2500 radio units that were previously used with the BVWACS; and

WHEREAS, the City desires to convey its 102 surplus Motorola Model XTS2500 radio units to BVWACS, at no cost, to be provided to additional participants on the BVWACS to encourage additional agencies to participate in the BVWACS; and

WHEREAS, public safety and public service communications and operations by and between the BVWACS participating agencies and other public safety agencies improves, and the City’s portion of the annual costs of the BVWACS improvements, operation and maintenance is reduced, when additional participants are added to the BVWACS;

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

The City of Brenham hereby approves the conveyance of 102 surplus Motorola Model XTS2500 radio units to BVWACS, at no cost, to be provided to additional participants on the BVWACS to promote additional agencies to participate in the BVWACS, and authorizes the Mayor to execute any necessary documentation.

PASSED and APPROVED on this 6th day of June, 2019.

Milton Y. Tate, Jr., Mayor

ATTEST

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 14

DATE OF MEETING: June 6, 2019	DATE SUBMITTED: May 31, 2019															
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Change Order No. 2 to the Professional Services Agreement with Strand Associates, Inc. for Services Related to FY19 Water Main Replacements and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Barclay's Premier Utility Services, LLC was awarded Bid No. 64C-50C FY19 Water Main Replacements. Total bid amount awarded to Barclay's was \$1,357,230. Barclay's has been the low bidder on our last two water line projects and we have been impressed with the quality and efficiency of their work. The City has an agreement with Washington County for the County to fund the extension of a 12-inch water main to the new Road and Bridge building. Based on our experience with Barclays and the fact that they are in Brenham working on our other projects we requested a proposal from them to add this work into one of their existing contracts. The proposal is for \$334,740 which is within the amount of the agreement with the County. Approving this Change Order will allow the project to begin much sooner than if we go through a separate bid process. The contractor has proven that they can complete the work in a timely manner. Staff recommends the approval of Change Order No. 2 to the FY19 Water Main Replacement Contract. This will bring the new contract amount to \$1,691,970. Change Order No. 2 is attached for Council's consideration.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Completion of installation to WC Road & Bridge building in less time than previously estimated B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Change Order No. 2; and (2) Hwy 36 Water Main Extension Map																
FUNDING SOURCE (Where Applicable): To be reimbursed by Washington County																

RECOMMENDED ACTION: Approve Change Order No. 2 from the Contractor, Barclay's Premier Utility Services in the amount of \$1,691,970 to incorporate the Water Line Extension to the Washington County Road & Bridge building into the FY19 Water Main Replacements and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher



Strand Associates, Inc.[®]
 1906 Niebuhr Street
 Brenham, Texas 77833
 (P) 979-836-7937

June 6, 2019

CHANGE ORDER NO. 2

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

Description of Change

2a	ADD enclosed "City of Brenham - Water Line Extension to County Road and Bridge Building" sheets 2 through 12 after sheet 17 in the set of drawings.	No Change	\$0.00
2b	ADD "Highway 36 - 12-inch C-900 PVC Waterline by Open Cut" to list of bid items with a 2,540 quantity, LF unit, \$77.00 unit cost, and bid item cost of \$195,580.00.	ADD	\$195,580.00
2c	ADD "Highway 36 - 12-inch C-900 PVC Waterline by Bore" to list of bid items with a 280 quantity, LF unit, \$77.00 unit cost, and bid item cost of \$21,560.00.	ADD	\$21,560.00
2d	ADD "Highway 36 - 12-inch C-900 PVC Waterline by Bore Under Creek in 20-inch Welded Steel Casing" to list of bid items with a 100 quantity, LF unit, \$160.00 unit cost, and bid item cost of \$16,000.00.	ADD	\$16,000.00
2e	ADD "Highway 36 - 14-inch DR11 HDPE IPS Waterline by Bore" to list of bid items with a 550 quantity, LF unit, \$100.00 unit cost, and bid item cost of \$55,000.00.	ADD	\$55,000.00
2f	ADD "Highway 36 - 12-inch Gate Valve" to list of bid items with a 5 quantity, EA unit, \$2,850.00 unit cost, and bid item cost of \$14,250.00.	ADD	\$14,250.00
2g	ADD "Highway 36 - 12-inch Tie-in" to list of bid items with a 1 quantity, EA unit, \$2,500.00 unit cost, and bid item cost of \$2,500.00.	ADD	\$2,500.00
2h	ADD "Highway 36 - Fire Hydrant Unit" to list of bid items with a 6 quantity, EA unit, \$4,250.00 unit cost, and bid item cost of \$25,500.00.	ADD	\$25,500.00
2i	ADD "Highway 36 - Automatic Flush Valve Unit (Salvage and Reinstall)" to list of bid items with a 1 quantity, EA unit, \$1,500.00 unit cost, and bid item cost of \$1,500.00.	ADD	\$1,500.00
2j	ADD "Highway 36 - Traffic Control" to list of bid items with a 1 quantity, LS unit, \$1,200.00 unit cost, and bid item cost of \$1,200.00.	ADD	\$1,200.00

MR2:cj\5\BURE\3900--3999\3900\222\Construction\Change Orders\Change Order #2.docx

City of Brenham—Barclays Premier Utility Services, LLC
 Contract 11-2018, Change Order No. 2
 Page 2
 June 6, 2019

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

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

Original Contract Price	\$1,357,230.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$334,740.00
Current Contract Price including this Change Order	\$1,691,970.00

Contract Final Completion Date Adjustment

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

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

RECOMMENDED

 ENGINEER—Strand Associates, Inc.®

 Date

APPROVED

 CONTRACTOR—Barclays Premier Utility Services, LLC

 Date

APPROVED

 OWNER—City of Brenham, Texas

 Date

Highway 36 - Water Main Extension

North Park Street to New Washington County Road and Bridge Building

Legend

- Hwy 36 Water Main Extension
- Property Line





AGENDA ITEM 16

DATE OF MEETING: June 6, 2019	DATE SUBMITTED: May 31, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.087 – Texas Government Code – Economic Development Negotiations – Discuss and Deliberate Project BK Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate, Stay or Expand In or Near the City of Brenham and with Which the City is Conducting Economic Development Negotiations		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: None		
APPROVALS: Milton Y. Tate, Jr.		



AGENDA ITEM 17

DATE OF MEETING: June 6, 2019	DATE SUBMITTED: May 31, 2019
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Section 551.076 – Texas Government Code – Security Devices - Discuss and Deliberate Security Needs of City Hall and Other City Facilities	
SUMMARY STATEMENT: As discussed in Executive Session.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: None	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: None	
APPROVALS: Milton Y. Tate, Jr.	



AGENDA ITEM 18

DATE OF MEETING: June 6, 2019	DATE SUBMITTED: May 31, 2019
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-19-016 Approving the Amendment of the Chapter 380 Economic Development Agreement Between the City of Brenham and BK Stringer, Ltd.	
SUMMARY STATEMENT: As discussed in Executive Session.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Resolution No. R-19-016	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: Approve Resolution No. R-19-016 approving the amendment of the Chapter 380 Economic Development Agreement between the City of Brenham and BK Stringer, Ltd.	
APPROVALS: Milton Y. Tate, Jr.	

RESOLUTION NO. R-19-016

This Resolution authorizes the Mayor of the City of Brenham, Texas to enter into an amendment to the Chapter 380 Economic Development Agreement (“Agreement”) by and between the City of Brenham, a Texas home-rule municipal corporation located in Washington County, State of Texas (“City”), and BK Stringer, Ltd., located at 3700 Buffalo Speedway, Suite 400, Houston, Texas (“Baker Katz”).

WHEREAS, in accordance with Resolution No. R-19-005 approved by the City Council of the City of Brenham, Texas on January 17, 2019 the City and Baker Katz entered into a Chapter 380 Economic Development Agreement (“Agreement”); and

WHEREAS, the City and Baker Katz desire to approve certain amendments to the Agreement by adopting this Resolution authorizing the attached amendments to the Agreement to promote and stimulate desirable business and commercial activity.

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

SECTION 1: That the City Council of the City of Brenham hereby approves the attached amendments to the Agreement with Baker Katz set forth in “Exhibit “A” to promote and facilitate economic development in the City of Brenham, and authorizes the Mayor to execute any necessary documentation.

SECTION 2: That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 6th day of June, 2019

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jenna Bellinger, TRMC, CMC
City Secretary

FIRST AMENDMENT TO THE
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BRENHAM, TEXAS AND BK STRINGER, LTD.

This “First Amendment to the Chapter 380 Economic Development Agreement Between the City of Brenham, Texas and BK Stringer, Ltd.”, hereinafter called the “First Amendment” is made and entered into on the ____ day of _____, 2019, by and between the City of Brenham, Texas (the “City”), and BK Stringer, Ltd. (“Baker Katz”) by and through its general partner, Reatta Building and Development Corp., a Texas corporation, collectively referred to herein as the (the “Parties”).

WHEREAS, City and Baker Katz previously entered into the “Chapter 380 Economic Development Agreement Between the City of Brenham, Texas and BK Stringer, Ltd.” having an effective date of January 25, 2019 (“380 Agreement”), relating to the purchase of certain real property and improvements (the “Property”).

WHEREAS, the City and Baker Katz desire to amend the 380 Agreement as set forth herein below;

NOW THEREFORE, for and in consideration of the mutual covenants contained in this First Amendment and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Baker Katz contract and agree as follows:

1. Section 4.01(A) of the 380 Agreement shall be amended and revised to read as follows:
 - (A) Complete construction of the building to be occupied by the first tenant in the Project and obtain a Certificate of Occupancy issued by the City no later than July 1, 2021.
2. Section 4.01(D) of the 380 Agreement shall be amended and revised to read as follows:
 - (D) If required by the Traffic Impact Analysis report, design and construct Chappell Hill Road widening improvements from the U.S. Highway 290 E eastbound service road to the southern property line of the Baker Katz Property according to City standards and specifications described in Attachment II – “U.S. Highway 290 Improvements and Chappell Hill Road Widening”.
3. This First Amendment may be executed in multiple counterparts, which, when combined together, shall constitute an original of this First Amendment. In addition, facsimile signatures of the parties shall be effective on all counterparts of this First Amendment.
4. Effect of Amendment. Except as specifically provided in this First Amendment, the terms of the 380 Agreement will continue to govern the rights and obligations of the parties, and all terms of the 380 Agreement remain in full force and effect. If there is any conflict or inconsistency between this First Amendment and the 380 Agreement, this First Amendment will control and modify the 380 Agreement.

IN WITNESS WHEREOF, Buyer and Seller execute this agreement to be effective on _____, 2019.

CITY OF BRENHAM, TEXAS

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

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on the ____ day of _____, 2019 by Milton Y. Tate, Jr., Mayor of the City of Brenham, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

[Notary Seal]

Notary Public, State of Texas

APPROVED AS TO FORM

By: _____
Cary Bovey, City Attorney

BK STRINGER, LTD.

By: Reatta Building and Development Corp., a Texas corporation, its general partner

By: _____
Name: Kenneth Katz
Title: Vice President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the ____ day of _____, 2019 by Kenneth Katz, the Vice President of Reatta Building and Development Corp., a Texas corporation, general partner of BK Stringer, Ltd., a Texas limited partnership.

[Notary Seal]

Notary Public, State of Texas