NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MARCH 19, 2020 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. Proclamation
   - Vietnam Veterans Day

4. Citizens Comments

CONSENT AGENDA

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

5-a. Minutes from the February 20, 2020 Regular City Council Meeting and February 21, 2020 Special City Council Meeting

5-b. Ordinance No. O-20-004 on Its Second Reading Authorizing a Variance to Minimum Setback Requirements as Outlined in Chapter 14, Mobile Homes, Manufactured Homes and Manufactured Home Parks, of the City of Brenham Code of Ordinances

5-c. Approve a Noise Variance for James F. Dillon VFW 7104 for a Memorial Service to be Held on March 28, 2020 from 9:30 a.m. to 11:00 a.m. at Henderson Park Near the Retired F-111 Military Aircraft and Authorize the Mayor to Execute Any Necessary Documentation
5-d. Approve a Noise Variance for Mt. Seriah of Mt. Rose Missionary Baptist Church for a Youth Outreach in the Community Event to be Held on April 18, 2020 from 11:00 – 5:00 p.m. at Jackson Street Park and Authorize the Mayor to Execute Any Necessary Documentation

5-e. Approve a Noise Variance for Lillie Ehlert and Nickolas Morrison for a Wedding Ceremony and Reception to be Held on April 18, 2020 from 4:00 p.m. – 10:30 p.m. at 604 Walnut Hill and Authorize the Mayor to Execute Any Necessary Documentation

5-f. Award Bid No. 20-001 to Evoqua Water Technologies, Inc. for the Purchase of Sodium Chlorite in the Amount of $0.86 Per Pound and Authorize the Mayor to Execute Any Necessary Documentation

5-g. Approve the Purchase of Materials for the Copper Conductor Replacement Project from Techline, Inc. Through the Lower Colorado River Authority (LCRA) Materials Program and Authorize the Mayor to Execute Any Necessary Documentation

5-h. Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2019

REGULAR SESSION

6. Discuss and Possibly Act Upon the City of Brenham’s Action Plan Related to the COVID-19 (Coronavirus) Pandemic and Authorize the Mayor to Execute Any Necessary Documentation

7. Discuss and Possibly Act Upon Resolution No. R-20-010 Amending the City of Brenham Human Resources Policy Manual

8. Discuss and Possibly Act Upon the Approval of a Project to Extend a Six Inch (6”) Gas Main Along North Blue Bell Road from East Alamo Street to Brown Street and Related Service Contracts, Including But Not Limited to:
   a. A Professional Services Agreement with Hodde & Hodde Land Surveying, Inc. for Topography Surveying and General Engineering Services
   b. A Small Services Agreement with G&M Innovations, LLC for Boring Services

   And Authorize the Mayor to Execute Any Necessary Documentation

9. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to the Burleson Street Utility Extensions and Authorize the Mayor to Execute Any Necessary Documentation
10. Discuss and Possibly Act Upon Resolution No. R-20-011 Authorizing the Acceptance of Public Improvements in the Vintage Farms Subdivision, Phase II  Pages 68-79

11. Discuss and Possibly Act Upon Resolution No. R-20-012 in Connection with a Grant Agreement for an Airport Layout Plan (ALP) Update and Narrative for the Brenham Municipal Airport  Pages 80-82


13. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to Economic Development Services and Authorize the Mayor to Execute Any Necessary Documentation  Pages 88-93

14. Discuss and Possibly Act Upon Supplemental No. 2 to the Professional Services Agreement with Gunda Corporation, LLC Related to the Burleson Road Culvert Replacement Project (Project No. E2016-03) and Authorize the Mayor to Execute Any Necessary Documentation  Pages 94-97

15. Discuss and Possibly Act Upon Supplemental No. 1 to the Professional Services Agreement with Gunda Corporation, LLC Related to the Raw Water Intake Repair at Lake Somerville (Project No. E2016-06) and Authorize the Mayor to Execute Any Necessary Documentation  Pages 98-100

16. Discuss and Possibly Act Upon Supplemental No. 1 to the Professional Services Agreement with Gunda Corporation, LLC Related to Storm Damage Repairs (Project No. E2017-01) and Authorize the Mayor to Execute Any Necessary Documentation  Pages 101-105

17. Administrative/Elected Officials Report

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

EXECUTIVE SESSION

18. Section 551.071 – Texas Government Code – Consultation with City Attorney and Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Consultation with City Attorney and Discussion Regarding the Barnhill Center at the Historic Simon Theater  Page 106
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

RE-OPEN REGULAR AGENDA

20. Discuss and Possibly Act Upon the Development, Operation and Possible Acquisition of the Barnhill Center at the Historic Simon Theater and Authorize the Mayor to Execute Any Necessary Documentation

Adjourn

CERTIFICATION

I certify that a copy of the March 19, 2020 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 March 16, 2020 at 12:30 PM.

Kacey A. Weiss, TRMC
Deputy City Secretary I

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 ___________________, 2020 at ________ AM PM.

_________________________________________  ______________________________________
Signature  Title
PROCLAMATION

WHEREAS, On January 12, 1962, Operation Chopper marked America’s first combat mission against the Viet Cong and the beginning of one of the longest and most challenging wars; and

WHEREAS, Honor continues to be shown to the more than three million Americans who served, tribute expressed to more than 58,000 that laid down their lives in service, and dedication reaffirmed to showing a generation of veterans the respect and support of a grateful Community and Nation; and

WHEREAS, Eleven years of combat left an imprint on a generation and depicts a story of:
  - Americans of every background, color, and creed and from every corner of our Nation who left the warmth of family to serve
  - Patriots who braved the line of fire, casting themselves into harm’s way to save a friend and who fought hour after hour, day after day to preserve a land of liberties; and

WHEREAS, On March 29, 1973, the last of American troops left Vietnam; and

WHEREAS, Today, we reaffirm a most fundamental obligation: to show undying respect and dignity to all who have worn the uniform of the United States Armed Forces with active duty service between November 1, 1955 to May 15, 1975, regardless of location, and to honor their sacrifice by serving them well as they sacrificially served us; and

WHEREAS, Today and every day, we pay tribute to the fallen, the missing, the wounded, the millions who served, and the millions more who awaited their return – we honor their proud legacy with our deepest gratitude;

NOW, THEREFORE, I, Milton Y. Tate Jr., Mayor of the City of Brenham, do hereby proclaim March 29, 2020 as

Vietnam Veterans Day - Celebrating and Honoring all who served in the Vietnam War

Milton Y. Tate Jr., Mayor
City of Brenham
Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on February 20, 2020
beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan
Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary – Director of
Administrative Services Jeana Bellinger, Deputy City Secretary I Kacey Weiss, Deputy
City Secretary II Karen Stack, Director of Tourism & Marketing Jennifer Eckermann,
Melinda Gordon, Tammy Jaster, Fire Chief Ricky Boeker, Interim Police Chief Rusty
Pancoast, Public Works Director Dane Rau, Assistant City Manager of Public Services
and Utilities Donald Reese, Amber Ortega, Shauna Laauwe, Kim Hodde, Dant Lange,
Ande Bostain, Vincent Estrada, Chris Bugaj, Gary Marburger, JoAnne Hynes, Lloyd
Powell, Stephen Draehn and Kevin Boggus

Citizens present:

Blake Brannon, Brandon Roznovsky, Heather Woolwine, Pat and Mike Kilpatrick, Otto
Janner, Jr., Denny LaBonte, Ben Seeker, Cole Christian, Randy Hodde, Ben Menjares,
Craig Thomson, James Bailey, George Dillingham, Helen Dillingham, Dave Hall, Mary
Thornhill, Rick Flamer, Austin Love, Jill Bearden, Paul Leventis, Diana Hodde and
Michael Fogel

Media Present:

Alyssa Faykus, Brenham Banner Press; and Josh Blaschke, KWHI
1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags – City Manager James Fisher

3. Citizens Comments

Ben Seeker, Commander of VFW Post in Brenham and President of the Washington County Veterans Association, addressed Council. Seeker discussed the commemoration of the 50th anniversary of the Vietnam War. Seeker advised that the Vietnam War Veterans Recognition Act of 2017 designated March 29th of each year as National Vietnam War Veterans Day. Seeker stated that he would like for the City to proclaim March 29th as Vietnam Veterans Day. Mayor Tate advised that staff would prepare a Proclamation to honor the day.

4. Special Presentation
   - Gas Utility System 100% Performance Rating Award

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Minutes from the January 16, 2020 Regular City Council Meeting

5-b. Ratification of Amendment No. 1 and Approval of Amendment No. 2 to the June 21, 2018 Professional Services Agreement with Strand for Engineering Services Related to Project No. 2017-09, Henderson Park Improvements, Phase 1

5-c. Approve Change Order No. 1 and Final Payment to Solid Bridge Construction for Project No. 2018-04-R Related to the 2018 Louanna Estates Subdivision Drainage Improvements and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the Statutory Consent Agenda Items 5-a. through 5-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 Adonna Saunders            Yes
- Councilmember Keith Herring               Yes
- Councilmember Albert Wright               Yes
- Councilmember Clint Kolby                 Yes

City Council Meeting
February 20, 2020
REGULAR SESSION

12. Discuss and Possibly Act Upon an Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services Between the City of Brenham and Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling and Authorize the Mayor to Execute Any Necessary Documentation

City Manager James Fisher presented this item. Fisher explained that in August 2019, the City issued a Request for Proposal (RFP) for Solid Waste Services for Residential Collection, Commercial Sanitation, Recycling Services, and Collection Operations for City of Brenham residents and businesses. Fisher noted that the City received proposals from four (4) companies: Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling (BVR), Frontier Waste Solutions, Republic Services and Texas Disposal Systems and after evaluating the proposals, it was evident that the local company Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling submitted the best value to the City overall.

Fisher advised that these evaluations were discussed with both the Utilities Subcommittee of Council and the full Council. Fisher stated that in January 2020 the City Council authorized city staff to begin working with BVR to finalize a solid waste services contract. Fisher explained that during two work sessions with Council on February 6th and on February 13th, staff outlined the general terms of the contract and explained that the full implementation of the contract would be a stair-step process as follows:

- Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services – February 2020
- Exhibit “A” General Terms and Conditions to the Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services – February 2020
- Exhibit “B” Commercial Waste Collection and Recycling Services – February 2020
- Exhibit “C” Residential Waste Collection and Recycling Services – April 2020
- Exhibit “D” Collection and Transfer Station Services – May 2020

Fisher advised that the City Attorney, along with city staff, have all been working diligently over the last couple of weeks to get this first section (General Terms and Conditions) of the sanitation contract finalized and ready for approval by the City Council. Fisher noted that the Commercial Waste Collection and Recycling Services section would be discussed in the next agenda item. Fisher stated that while there may still be a few minor things that need to be amended, staff is requesting that Council approve this agreement contingent upon final approval by the City Manager, City Attorney and Mayor Tate.

No action was taken on this item. Fisher advised that this item would be presented for action at the March 5th Council meeting.

County resident Diana Hodde addressed Council. Hodde stated that she is concerned about the recycling center on Market Street closing and moving the recycling services to the collection station. Hodde noted that she would like to see the recycling center remain open.
Councilmember Herring stated that the City would need to have Ordinances in place regarding the carts before adopting the contract. Fisher stated that the Ordinances should be complete in March prior to the adoption of the residential rates.

Mayor Tate stated that staff needs to make sure that there is some method to ensure that the rates are controlled in the future. Fisher replied that the draft contract has provisions to tie rates to the Consumer Price Index, and any other increases would have to be approved by Council.

A citizen asked about how much debt the City was incurring due to this contract. Fisher replied that he would need to look at the budget for the exact numbers.

Citizen Dave Hall noted that outsourcing usually results in reduced costs or better service; however, in this case pickup service would be reduced from two times a week to once a week, and rates would be raised. Hall stated he feels the services should either increase or the rates should decrease. Fisher stated that if the City was continuing service, it would also result in once a week pickup with carts and increased rates. Fisher also noted that curbside recycling is an added service.

A citizen asked whether yard waste would still be collected. Public Works Director Dane Rau stated it would still be accepted at the collection station, but the Wednesday yard waste pickup route will now have a fee.

A citizen remarked that he was worried that City streets would look dirty as a result of the change in service and he is against the change.

13. Discuss and Possibly Act Upon Resolution No. R-20-009 Approving Exhibit “B” Commercial Waste Collection and Recycling Services to the Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services Between the City of Brenham and Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling

No action was taken on this item. City Manager James Fisher advised that this item would be presented for action at the March 5th Council meeting.

WORK SESSION

6. Discussion and Presentation Related to the Organization and Responsibilities of a Historic Preservation Ordinance Committee for the City of Brenham

Director of Tourism and Marketing Jennifer Eckermann presented this item. Eckermann explained that Development Services and Main Street were approached last summer by local citizen Mary Thornhill sharing her concern that the City did not have an ordinance in place to
protect historic properties in the City, particularly the downtown area, and local landmarks. Eckermann advised that Thornhill asked the City to consider a Historic Preservation Ordinance. Eckermann stated that Thornhill spent her own time producing an informative video, a portion of which was shown at the Planning & Zoning Commission meeting in August, and members of the Commission asked staff to pursue an ordinance.

Eckermann advised that a public meeting was held on Wednesday, February 5th where a portion of the video was shown, and a presentation concerning Historic Preservation Ordinances was presented by Texas Historical Commission Certified Local Government Program Coordinator Lorelei Willett. Eckermann stated that the meeting was well-attended by a cross-section of the community, including property owners and interested citizens. Eckermann explained that staff shared that the next step would be for the Mayor and Council to appoint a committee, with representation of 2 members of Council, 2 members of the Planning & Zoning Commission, 2 Main Street Board members, and 4 members from the public, with property owner inclusion within the relevant groups. Eckermann advised that staff would like for a committee to be appointed to discuss the various aspects of a Historic Preservation Ordinance, to develop an actual ordinance, and then to make a recommendation to the Planning & Zoning Commission and Council for approval.

7. Discussion and Presentation of the City of Brenham Police Department’s:
   a) 2019 Annual Report and Crime Analysis
   b) 2019 Racial Profiling Report
   c) 2019 Use of Force Report
   d) 2019 Pursuit Report

Interim Police Chief Rusty Pancoast presented this item. Pancoast presented a summary of year end and statistical information addressed in the four reports. Pancoast explained that the transition from the New World database to the Zuercher database limited the ability to compare previous year statistics to current year statistics.

REGULAR SESSION

8. Discuss and Possibly Act Upon Ordinance No. O-20-003 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District from a Combination of Residential District (R-1) and Commercial, Research and Technology District (B-2) to a Planned Development District (PDD) on Approximately 76.9 Acres of Land Located East of the Intersection of State Highway 36 and W. Blue Bell Road (aka FM 577), Being Further Described as a Portion of Tract 35 of the Phillip Coe Survey, A-31, and a Portion of Tract 219 and Tract 278 of the A. Harrington Survey, A-55, in Brenham, Washington County, Texas (Case Number P-19-046)

Project Planner Shauna Laauwe presented this item. Laauwe explained that this item was recommended for approval by the Planning and Zoning Commission on December 16, 2019 and
a public hearing and discussion for the first reading was held and approved before City Council on January 16, 2020. Laauwe advised that the applicant, D.R. Horton, requested that the scheduled second reading on February 6, 2020 amending the official zoning map to change the zoning district from a combination of R-1 and B-2 to a PDD for a residential subdivision on a 76.9-acre tract be postponed until February 20, 2020. Laauwe stated that the requested postponement was to allow for the completion of the due diligence in the purchasing and closing of the property that required groundwater testing that was unfortunately delayed due to recent rains. Laauwe noted that the testing has since been conducted and found to be clear and satisfactory. Laauwe explained that no changes to the rezoning request were proposed and the Liberty Village Planned Development District specifics and Ordinance remain as presented to the Planning and Zoning Commission on December 16, 2019 and City Council on January 16, 2020.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve Ordinance No. O-20-003 on its second reading amending the Official Zoning Map of the City of Brenham, to change the zoning district from a Combination of Residential District (R-1) and Commercial, Research and Technology District (B-2) to a Planned Development District (PDD) on approximately 76.9 acres of land located East of the intersection of State Highway 36 and W. Blue Bell Road (aka FM 577), being further described as a Portion of Tract 35 of the Phillip Coe Survey, A-31, and a Portion of Tract 219 and Tract 278 of the A. Harrington Survey, A-55, in Brenham, Washington County, Texas (Case Number P-19-046).

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

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

9. Discuss and Possibly Act Upon a Partner Location Agreement Between the City of Brenham and Tivity Health Services, LLC (Silver Sneakers) Related to a Fitness Partnership at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation

Aquatic Superintendent Tammy Jaster presented this item. Jaster explained that this Tivity Health Partner Location Agreement between Tivity Health Services, LLC (Silver Sneakers) and the Blue Bell Aquatic Center, is a Fitness Program – Facility Partnership. Jaster stated that this program is offered to certain individual policy plan holders of Tivity Health Services. Jaster advised that Tivity Health Services, LLC would pay the Blue Bell Aquatic Center based on usage of eligible members at a rate of $2.50/day up to $25.00 per month for Basic Members and $3.50/day up to $35.00 per month for Prime or Prime Private Brand Members.
A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve a Partner Location Agreement between the City of Brenham and Tivity Health Services, LLC (Silver Sneakers) related to a Fitness Partnership at the Blue Bell Aquatic Center and authorize the Mayor to execute any necessary documentation.

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

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

10. Discuss and Possibly Act Upon Bid Award for City of Brenham Project No. 65C-46 Related to the Baker Katz Development Sanitary Sewer (Wastewater) Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Services and Utilities Donald Reese presented this item. Reese explained that on January 28, 2020, sealed bids for this construction phase were opened by Strand Associates, Inc. and City staff for the Baker Katz Development Sanitary Sewer Improvements. Reese advised that eight bids were received for the project. Reese stated that the low bidder, 5-T Utilities, Inc of Huntsville, Texas is qualified and experienced in this type of work and have been recommended by Strand Associates, Inc. Reese explained that the project is estimated to take 240 days to complete, which would put final completion date in the fall of 2020. Reese noted that the Baker Katz development is scheduled to be complete in the spring of 2021.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the bid for City of Brenham Project No. 65C-46 to 5-T Utilities, Inc., in the amount of $953,201.92, related to the Baker Katz Development Sanitary Sewer (Wastewater) Improvements and authorize the Mayor to execute any necessary documentation.

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

- Mayor Milton Y. Tate, Jr.  Yes
- Mayor Pro Tem Andrew Ebel  Yes
- Councilmember Susan Cantey  Yes
- Councilmember Adonna Saunders  Yes
- Councilmember Keith Herring  Yes
- Councilmember Albert Wright  Yes
- Councilmember Clint Kolby  Yes
11. **Discuss and Possibly Act Upon Bid No. E2016-06 Related to the Raw Water Intake Repair at Lake Somerville and Authorize the Mayor to Execute Any Necessary Documentation**

City Manager James Fisher presented this item. Fisher stated that on November 19, 2019, the City of Brenham along with Gunda Corporation representatives opened bids regarding the Raw Water Intake Repair Project at Lake Somerville. Fisher explained that this project stimulated from the high lake levels that occurred from the 2016 and 2017 storm events causing infrastructure damage to the gabions and pump station along with the access road. Fisher reported that Gunda, FEMA, and TDEM have agreed that the project can now move forward based off the bids that were received. Fisher said the low bidder, Lindsey Construction, verified the bid prices would hold until February 21st, 2020.

A motion was made by Councilmember Cantey and seconded by Councilmember Kolby to award Bid No. E2016-06 to Lindsey Construction, Inc., in the amount of $4,999,991.50, related to the Raw Water Intake Repair at Lake Somerville and authorize the Mayor to execute any necessary documentation.

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

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

14. **Discuss and Possibly Act Upon a Mutual Release and Cancellation Agreement Between the City of Brenham and ION Wave Technologies, Inc. Concerning the Master License and Services Agreement for Electronic Bidding and Contract Management Software and Authorize the Mayor to Execute Any Necessary Documentation**

City Manager James Fisher presented this item. Fisher explained that the City of Brenham and Ion Wave Technologies (IWT) entered into a contract for Internet based software in October of 2018. Fisher stated that the City entered into this contract to allow staff to be more efficient in the areas of contract bidding and management. Fisher advised that, however, the two employees who recommended this service are no longer with the City and after an extensive review, staff no longer feels that this service is beneficial or fiscally responsible for the City to continue. Fisher noted that the agreement is under contract for 5 years and staff requested that IWT allow the City to cancel this contract early. Fisher explained that IWT is willing to release the City from the contract for a one-time payment of $28,750 (50% of the total amount due to IWT over the next four years).
A motion was made by Councilmember Herring and seconded by Councilmember Saunders to approve a Mutual Release and Cancellation Agreement between the City of Brenham and ION Wave Technologies, Inc., in the amount of $28,750, concerning the Master License and Services Agreement for Electronic Bidding and Contract Management Software and authorize the Mayor to execute any necessary documentation.

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

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

15. **Discuss and Possibly Act Upon Resolution No. R-20-005 Providing for Support for Brazos Trace Brenham, LLC’s Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 2020 Competitive 9% Housing Tax Credits for the Fairview Terrace Development in Brenham, Washington County, Texas**

City Manager James Fisher presented this item and introduced Rick Flammer, a Brenham Housing Authority Board member. Flammer explained that half of Brenham Housing Authority’s 80 aging duplex units at Blue Bell & Gay Hill were vacated when residents were relocated to Park Lane Villas in 2018. Flammer reported that the 40 vacated units are in demolition at this time. Flammer explained that the project referred to in the Resolution before Council would replace the remaining 40 units and relocate the residents to updated units constructed by Brazos Trace Brenham LLC, which was awarded the project in a response to a BHA-issued RFP.

A motion was made by Councilmember Cantey and seconded by Councilmember Kolby to approve Resolution No. R-20-005 Providing for Support for Fairview Terrace LP’s Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 2020 Competitive 9% Housing Tax Credits for the Fairview Terrace Development in Brenham, Washington County, Texas.
Mayor Tate called for a vote. The motion passed with Council voting as follows:

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

16. Discuss and Possibly Act Upon Resolution No. R-20-006 Confirming that Fairview Terrace LP, Brazos Trace Brenham, LLC, and the Brenham Housing Authority’s Development, Fairview Terrace, Located at 700 Eleanor Drive Contributes to Concerted Revitalization Efforts within the City Limits of the City Brenham, Texas

Brenham Housing Authority Board member Rick Flammer presented this item. Flammer noted that this item is related to the same project as the previous item. Flammer explained that the Texas Department of Housing and Community Affairs uses a scoring system to rank projects submitted from across the state. Flammer said this Resolution states that this project contributes more to the City’s revitalization efforts than any other project submitted for this current round of 9% housing tax credit awards. Flammer noted that this statement earns the project additional points in the scoring process. Flammer said that as this is the only project competing for these tax credits in Brenham that replaces deteriorated housing to provide BHA subsidized housing residents improved living conditions, this is an appropriate statement.

A motion was made by Councilmember Kolby and seconded by Councilmember Wright to approve Resolution No. R-20-006 Confirming that Fairview Terrace LP, Brazos Trace Brenham, LLC, and the Brenham Housing Authority’s Development, Fairview Terrace, located at 700 Eleanor Drive contributes to concerted revitalization efforts within the City Limits of the City Brenham, Texas.

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

- Mayor Milton Y. Tate, Jr. Yes
- Mayor Pro Tem Andrew Ebel Yes
- Councilmember Susan Cantey Yes
- Councilmember Adonna Saunders Yes
- Councilmember Keith Herring Yes
- Councilmember Albert Wright Yes
- Councilmember Clint Kolby Yes
17. Discuss and Possibly Act Upon Resolution No. R-20-007 Providing for Support for Trinity Brenham Trails, LP’s Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 2020 Housing Tax Credits for the Brenham Trails Development in Brenham, Washington County, Texas

Michael Fogel from Trinity Brenham Trails presented this item. Fogel stated that this item relates to an approximately 49-unit, private housing development for seniors proposed to be built in Brenham. Fogel stated that Trinity is not seeking any property tax or development fee waivers. Fogel also said that 40 of the units were proposed to be at an affordable rate, and 9 would be market rate. Fogel explained the small community would be located on 3 acres within the upcoming Market Square development, a 50-acre town square development comprising a mix of retail, office, restaurant, hotel and residential uses. Fogel also noted that Trinity was not competing against the Housing Authority for this tax credit.

Councilmember Herring asked whether grandparents living in the proposed facility would be able to have children living with them. Fogel replied that no one under the age of 18 can live in these properties.

Councilmember Kolby asked when the construction was planned. Fogel replied that he estimated construction would be complete in the summer of 2022.

A motion was made by Councilmember Kolby and seconded by Councilmember Wright to approve Resolution No. R-20-007 Providing for Support for Trinity Brenham Trails, LP’s Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 2020 Housing Tax Credits for the Brenham Trails Development in Brenham, Washington County, Texas.

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

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

18. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:
- The City received a $50,000 grant from H-E-B to use for the splashpad
- There will be a special Council meeting tomorrow morning at 9:30 a.m. with the 3rd grade students from Alton Elementary
➢ There will be a Meet and Greet for Donald Reese and Ron Parker on February 27th at the Blue Bell Creameries Ice Cream Parlor from 4:00 – 6:00 p.m.

EXECUTIVE SESSION

Due to the length of the meeting, the City Council agreed to not discuss the Executive Session item. Mayor Tate requested that this item be put on the agenda for the March 5, 2020 meeting.

19. Section 551.071 – Texas Government Code – Consultation with City Attorney and Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Consultation with City Attorney and Discussion Regarding the Barnhill Center at the Historic Simon Theater

RE-OPEN REGULAR AGENDA

20. Discuss and Possibly Act Upon the Development, Operation and Possible Acquisition of the Barnhill Center at the Historic Simon Theater and Authorize the Mayor to Execute Any Necessary Documentation

This item was passed.

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 February 21, 2020 beginning at 9:30 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 Adonna Saunders

Others present:

City Secretary Jeana Bellinger, Comptroller Stacy Hardy, Human Resources Director Susan Nienstedt, Fire Chief Ricky Boeker, Interim Police Chief Rusty Pancoast, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Donald Reese, Jennifer Eckermann, Tiwanna Brown, Crystal Locke, Melinda Gordon and Kevin Boggus.

Citizens present:

Third grade students from Alton Elementary Kaylee Roznovsky and Sarah Shelnutt.

Media Present:

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

1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Tate

3. Citizens Comments
WORK SESSION

4. Presentation and Discussion Regarding the Basics of City and Park Planning for Alton Elementary School Third Grade Students

   City Secretary Jeana Bellinger presented this item. Bellinger advised that the current population of Brenham is 16,968 and that Brenham covers 12.9 square miles. Bellinger advised the students to consider the following when creating their City:

   - Think about landscaping, walkability, land uses and public amenities.
   - Where should schools, restaurants and movie theaters go?
   - Where should parks and houses be built?
   - Think about roads, railroads and creeks will affect your city.

   Bellinger explained that the students would be separated into six groups with each group consisting of four students. The students, along with the help of a council member and a city staff member will talk, brainstorm and design their perfect City and then present their ideas to the full City Council in the next agenda item.

5. Discussion and Presentation of Template City and Park Projects by Alton Elementary School Third Grade Students

   The third grade students from Alton Elementary presented their template city projects to the City Council.

The meeting was adjourned.

_________________________________
Milton Y. Tate, Jr.
Mayor

_________________________________
Jeana Bellinger, TRMC, CMC
City Secretary
ORDINANCE NO. O-20-004

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, GRANTING A VARIANCE TO SECTION 14-9(4) OF THE CITY OF BRENHAM CODE OF ORDINANCES, CHAPTER 14, REGULATING MOBILE HOMES, MANUFACTURED HOMES, AND MANUFACTURED HOME PARKS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City of Brenham Code of Ordinances, Chapter 14, Mobile Homes, Manufactured Homes, and Manufactured Home Parks provides for standards and regulations regarding manufactured housing and manufactured home parks within the corporate boundaries of the City of Brenham; and

WHEREAS, Chapter 14, Section 14-9(4) states that manufactured homes shall be so located on each space in a manufactured home park such that there shall be minimum clearances and setbacks as follows:

(b) Twenty (20) feet from any manufactured home or building within the park (except storage buildings and carports constructed of nonflammable material may be within ten (10) feet); and

WHEREAS, as the legislative body of the City of Brenham, the City Council of the City of Brenham, Texas has the authority to grant variances from the terms of the City of Brenham Code of Ordinances, Chapter 14, Mobile Homes, Manufactured Homes, and Manufactured Home Parks; and

WHEREAS, the owner of the property located at 2075 FM 389, Brenham, Texas has proposed to develop a manufactured home park (known as “Sandalwood Manufactured Home Park”) with parking pads to serve all manufactured home spaces in the park; and

WHEREAS, the owner desires to avoid installing carports (said carports being nonflammable and open-air on all sides) in locations where each carport is situated between the manufactured homes, and to provide uniform location for carports throughout the manufactured home park; and

WHEREAS, the owner has requested approval to install said carports on parking pads which will cause each carport to be located within ten feet (10’) of a manufactured home; and

WHEREAS, similar carport locations exist within the adjoining manufactured home park; and
WHEREAS, the owner has agreed to move the carports if necessary, to allow work in the utility easement; and

WHEREAS, the City Council finds that by granting the variance, the spirit of the City of Brenham Code of Ordinances, Chapter 14, Mobile Homes, Manufactured Homes, and Manufactured Homes Ordinance is observed; and

WHEREAS, the City Council further finds that granting the variance is not contrary to the public interest.

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

1. Findings of Fact: All of the above premises are hereby found to be true and correct findings of the City Council of the City of Brenham and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

2. Variance Granted: The City Council hereby grants the request for a variance from the provisions of the City of Brenham Code of Ordinances, Chapter 14, Section 14-9(4)(b) which prohibit a carport from being installed within ten feet (10’) of a manufactured home. The owner of the property located at 2075 FM 389, Brenham, TX 77833 shall be permitted to install nonflammable, open-air carports on parking pads no closer than eight feet (8’) of a manufactured home located on an adjoining lot. Said carports must be properly installed and maintained in good condition. The carports shall be installed as shown on the Sandalwood Manufactured Home Park Typical Carport Site Plan attached hereto as Exhibit “A” and incorporated herein for all purposes. Further, in the event the City of Brenham desires to perform any work in the twenty foot (20’) utility easement abutting and adjacent to the interior access road, the owner, at no cost to the City of Brenham and within three (3) days of the City’s written request, shall temporarily move, or cause to be temporarily moved, said carports as necessary to allow work in said twenty foot (20’) utility easement.

3. Conflict with Prior Ordinances: In the case of a conflict between this Ordinance and any provision or clause of previous Ordinances adopted by the City of Brenham, the provisions of this Ordinance shall prevail.

4. Severability: Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are severable.

5. Effective Date: This Ordinance shall become effective immediately upon and after its passage and publication as may be required by governing law.
6. **Proper Notice and Meeting**: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED and APPROVED** on its first reading this the 5th day of March, 2020.

**PASSED and APPROVED** on its second reading this the 19th day of March, 2020.

_________________________________
Milton Y. Tate, Jr.
Mayor

**ATTEST:**

_________________________________
Jeana Bellinger, TRMC, CMC
City Secretary
NOISE VARIANCE REQUEST

Application Fee $10.00

1. Name of sponsoring organization: James Sullivan VFW 7184 Brenham

2. Name and address of individual making application on behalf of sponsoring organization: Chace Krzeski, QM  PO Box 967  Brenham, TX 77834

3. Purpose of the Event: Memorial Service

4. Location of Event: Henderson Park Full Area

5. Date of the event: 3-28-20

6. Time of Event: 10:00 AM

7. Event Set-up: From: 9:30  To: 10:00
   Event Clean-up: From: 10:30  To: 11:00

8. You are required to describe the following:
   a) Types of Activities Planned and any additional information specific to this event: Prayer & Funeral Honors including the firing of rifles

   b) Bands/Musical Instruments: Bagle

   c) Sound amplification equipment: None

   d) Cleanup provisions: Police the Brass, Remove the chairs

   Date: 3-13-20
   Phone: 979-337-3908

Name of Applicant (Printed or Typed)

Applicant or Authorized Person's Signature

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

Paid 03/13/20
Cash $10.00
NOISE VARIANCE REQUEST

1. Name of sponsoring organization: Mt. Sorah of Mt. Rose Missionary Baptist Church

2. Name and address of individual making application on behalf of sponsoring organization:
   Karmen Williams, 3235 Tielke Lane, Brenham, TX 77833
   (Church: 1006 1st Street, Brenham, TX 77833)

3. Purpose of the Event: Youth Outreach in the Community

4. Location of Event: Jackson Street Park

5. Date of the event: April 18, 2020

6. Time of Event: 11:00 AM - 5:00 PM

7. Event Set-up:
   From: 8:00 AM   To: 10:30 AM
   Event Clean-up:
   From: 5:00 PM   To: 7:00 PM

8. You are required to describe the following:
   a) Types of Activities Planned and any additional information specific to this event: Music, food and drinks, vendors from the community, dancers, and speakers.
   b) Bands/Musical Instruments: Pique/keyboard, drums, instrumentals
guitars
   c) Sound amplification equipment: Amplifiers and speakers (several)
   d) Cleanup provisions: Trash cans around the park and volunteers from church and community

Karmen S. Williams
Name of Applicant (Printed or Typed)

Karmen
Applicant or Authorized Person's Signature

Date: 2, 16, 20

Phone: 918.816.0915

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):

Paid 03/02/20
check # 22149
NOISE VARIANCE REQUEST

1. Name of sponsoring organization: N/A

2. Name and address of individual making application on behalf of sponsoring organization: 
   Lillie Event & Nicholas Morrison
   10500 Fountain Lake Dr., Apt #922, Stafford, TX 77477

3. Purpose of the Event: Wedding

4. Location of Event: 604 Walnut Hill

5. Date of the event: 4/18/2020

6. Time of Event: Wedding 4:00 pm To 10:30 pm

7. Event Set-up: From: 12 pm To: 5 pm
   Event Clean-up: From: 10 pm To: 10:30 pm

8. You are required to describe the following:
   a) Types of Activities Planned and any additional information specific to this event:
      Wedding ceremony & reception (music - live band, dinner - 2 food trucks)

   b) Bands/Musical Instruments: Blue Grooves (Band)

   c) Sound amplification equipment: 1 Sub

   d) Cleanup provisions:

   Lillie Event
   Name of Applicant (Printed or Typed)

   Lillie Event
   Applicant or Authorized Person's Signature

   Date: 2/4/2020
   Phone: 612-426-1695

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): 

Paid 02/07/20

Total: $10.60
Memo

To: Mayor Milton Tate
   City Council
   City Manager

From: Donald Reese

Date: March 19, 2020

Re: Consent Agenda

The City of Brenham solicited bids for a one (1) year supply of Sodium Chlorite along with a lease of a back-up Chlorine Dioxide generator to be delivered to and installed at the Brenham Water Treatment Plant. The bid specifications also included maintenance of the entire Chlorine Dioxide system.

One bid was received. The bid was received from Evoqua Water Technologies, LLC.

Evoqua’s bid for the Sodium Chlorite was $0.86/lb. Sodium Chlorite is combined with Chlorine to form Chlorine Dioxide which is used during the treatment process as a disinfectant. The annual usage of Sodium Chlorite is approximately 112,000 lbs. equating to an approximate annual cost of $96,320.00. The FY 2020 budget for Sodium Chlorite is set at $99,900.00.

The per pound price includes the delivery and installation of the backup generator, including maintenance of this generator as well as the current City-owned generator. A backup generator is needed in the event of a malfunction of the primary generator. Also included in the per pound price is regularly scheduled maintenance to City-owned bulk storage and day tanks and non-emergency repairs as needed.
The contract will be for one (1) year with firm bid pricing beginning the date of award of contract and with mutual agreement of both parties, the contract may be extended for up to four (4) additional one (1) year terms (five (5) years total).

Evoqua has been supplying the Water Treatment Plant for more than 3 years and has proven to be a reliable vendor providing excellent customer service. Staff recommends awarding the annual contract to Evoqua Water Technologies, LLC for Sodium Chloride and associated equipment and maintenance services in the amount of $0.86/lb.
Memo

To: Mayor Milton Tate
   City Council
   City Manager

From: Donald Reese

Date: March 19, 2020

Re: Consent Agenda

Construction Phase of the Copper Conductor Replacement Project is set to begin for Section 3. Sections 1 and 5 have been completed. All materials purchased for the Copper Conductor Replacement Project will be purchased from Techline, Inc. through the LCRA Material Purchasing Program.

Section 3 encompasses an area of approximately 4 blocks north and 4 blocks south of Jackson Street. The material cost breakdown is as follows: Transformers - $12,000.00, Poles - $22,246.00, Cable & Wire - $6,443.07, and miscellaneous bolts, connectors, etc. - $29,308.88. Total cost of the materials for this section is $69,997.95.

Staff recommends the purchase of the material for the Copper Conductor Replacement Project, Section 3 to Techline Inc. in the amount of $69,997.95.
## CONSENT AGENDA ITEM 5-H

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- [ ] SPECIAL
- [ ] EXECUTIVE SESSION

**CLASSIFICATION:**
- [ ] PUBLIC HEARING
- [X] CONSENT
- [ ] REGULAR
- [ ] WORK SESSION

**ORDINANCE:**
- [ ] 1ST READING
- [ ] 2ND READING
- [ ] RESOLUTION

**AGENDA ITEM DESCRIPTION:**
Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2019

**SUMMARY STATEMENT:**
State law requires that all general-purpose local governments publish, within six months of the close of the fiscal year, a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants.

Pursuant to that requirement, and on behalf of the Finance Department, I am proud to issue the comprehensive annual financial report (CAFR) of the City of Brenham for the fiscal year ended September 30, 2019. At Thursday's council meeting, Michele Kwiatkowski, audit partner with Seidel Schroeder, will present the annual audit.

A bound copy of the CAFR was distributed to Mayor and City Council Members. This report will be on file for review in the City Secretary’s Office. A copy can also be downloaded from the City of Brenham’s website at www.cityofbrenham.org

**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:** Accept the audit from Seidel Schroeder for Fiscal Year 2019

**APPROVALS:** James Fisher
AGENDA ITEM 6

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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the City of Brenham’s Action Plan Related to the COVID-19 (Coronavirus) Pandemic and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: The City of Brenham is, more than ever, committed to providing a safe and secure environment for employees and residents and is taking proactive measures to mitigate concerns over Coronavirus (COVID-19).

Due to the closure of Brenham ISD, City leadership met last week to discuss potential closures of the Blue Bell Aquatic Center, the Nancy Carol Roberts Memorial Library and the Antique Carousel in Fireman’s Park as these facilities may be heavily impacted, therefore, placing staff and residents at unnecessary risks. After much discussion, it was decided that these City facilities, along with all city-sponsored recreational events, will be closed beginning March 15th and will remain closed until March 22nd. The decision was also made to suspend visitors in the Pet Adoption Center and Animal Shelter until March 22nd also.

At this time, City parks, trails, and other outdoor amenities will be open and available to the public; however, that could change as new information is received from The Centers for Disease Control (CDC) and/or the World Health Organization (WHO).

City leadership has also requested that City employees cancel all nonessential business travel, that City Council meetings be held only one time per month on the 3rd Thursday, and City advisory boards/commission only meet when absolutely necessary.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):
A. PROS:  
B. CONS:  

ALTERNATIVES (In Suggested Order of Staff Preference): N/A
**ATTACHMENTS:** (1) Flyers from the CDC on COVID-19 symptoms and how to stop the spread of germs.

**FUNDING SOURCE (Where Applicable):** N/A

**RECOMMENDED ACTION:** To be discussed by Council.

**APPROVALS:** James Fisher
Patients with COVID-19 have experienced mild to severe respiratory illness.

Symptoms* can include:
- Fever
- Cough
- Shortness of breath

*Symptoms may appear 2-14 days after exposure.

Seek medical advice if you develop symptoms, and have been in close contact with a person known to have COVID-19 or if you live in or have recently been in an area with ongoing spread of COVID-19.

For more information: www.cdc.gov/COVID19-symptoms
Stay home when you are sick, except to get medical care.

Wash your hands often with soap and water for at least 20 seconds.

Cover your cough or sneeze with a tissue, then throw the tissue in the trash.

Clean and disinfect frequently touched objects and surfaces.

Avoid touching your eyes, nose, and mouth.

Avoid close contact with people who are sick.

Stay home when you are sick, except to get medical care.

Wash your hands often with soap and water for at least 20 seconds.

For more information: www.cdc.gov/COVID19
**AGENDA ITEM 7**

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**MEETING TYPE:**
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- [ ] EXECUTIVE SESSION
- [ ] WORK SESSION

**CLASSIFICATION:**
- [ ] PUBLIC HEARING
- [ ] CONSENT
- [x] REGULAR
- [ ] WORK SESSION

**ORDINANCE:**
- [ ] 1ST READING
- [ ] 2ND READING
- [x] RESOLUTION

**AGENDA ITEM DESCRIPTION:** Discuss and Possibly Act Upon Resolution No. R-20-010 Amending the City of Brenham Human Resources Policy Manual

**SUMMARY STATEMENT:** The addition of this policy is necessary to be able to address employee leave benefits during pandemic events.

The attached Pandemic Event Leave Policy has been reviewed by administration and the City Attorney, Cary Bovey, and is being presented today for your approval.

**STAFF ANALYSIS (For Ordinances or Regular Agenda Items):**

A. PROS:

B. CONS:

**ALTERNATIVES (In Suggested Order of Staff Preference):**

**ATTACHMENTS:** (1) Resolution No. R-20-010

**FUNDING SOURCE (Where Applicable):**

**RECOMMENDED ACTION:** Approve Resolution No. R-20-010 amending the City of Brenham Human Resources Policy Manual effective March 19, 2020.

**APPROVALS:** James Fisher
RESOLUTION NO. R-20-010

A RESOLUTION APPROVING AMENDMENTS TO THE CITY OF BRENHAM HUMAN RESOURCES POLICY MANUAL

WHEREAS, the Brenham City Council desires to establish certain policies and provide direction for certain matters affecting employment, employees, and related benefits; and

WHEREAS, the City of Brenham Human Resources Policy Manual was adopted by City Council on February 7, 2019 with the passage of Resolution No. R-19-003; and

WHEREAS, the City of Brenham Human Resources Policy Manual was amended by City Council on October 3, 2019 with the passage of Resolution No. R-19-029; and

WHEREAS, on March 10, 2020 the World Health Organization declared COVID-19 (Coronavirus) a pandemic; and

WHEREAS, the City began a proactive response to balance a variety of objectives when determining how best to decrease the spread of an infectious disease and reduce the impact on the workplace; and

WHEREAS, it is in the best interest of the City of Brenham to amend the Human Resources Policy Manual to include a Pandemic Event Policy; and

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

Section 1: That the recitals set forth above are incorporated herein for all purposes as if fully set forth in the body of this Resolution.

Section 2: That the City Council of the City of Brenham hereby adopts the revisions to the Human Resources Policy Manual for the City of Brenham as set forth in the Pandemic Event Policy attached hereto as “Exhibit A” and incorporated herein for all purposes.

Section 3: That this Resolution shall be in full force and effect after its passage and approval according to law.

PASSED and APPROVED this the 19th day of March 2020.

_________________________________________
Milton Y. Tate, Jr.
Mayor

ATTEST:

_________________________________________
Jeana Bellinger, TRMC, CMC
City Secretary
EXHIBIT "A"

PANDEMIC EVENT LEAVE POLICY
This policy may be activated when a pandemic event is declared by the City of Brenham Mayor or City Manager.

Policy Summary
During the occurrence of a pandemic event the City of Brenham must balance a variety of objectives when determining how best to decrease the spread of an infectious disease and reduce the impact on the workplace. For this to be accomplished the City may require all employees with the infectious disease-like symptoms to stay away from the workplace.

Policy
This policy will take immediate effect if/when the City of Brenham Mayor or City Manager determines that a pandemic or a potential pandemic is imminent and will remain in effect until the City of Brenham Mayor or City Manager determines that a pandemic or potential pandemic is no longer a threat to the organization or its employees. Employees who violate any part of this policy may be subject to disciplinary action. No part of this policy will be effective to the extent it conflicts with (1) federal or state law or (2) any employment contract.

In the event of a pandemic event, in an effort to enable employees to stay home when ill, or to care for an ill immediate family member and/or dependent as a result of the pandemic event, the City will extend to eligible employees the additional benefits described herein below.

To be eligible, the employee must be a full-time employee (whether exempt or non-exempt) who works a minimum of forty (40) hours per week on a regular basis.

- To extend the Family Sick Leave allowed time off to care for ill immediate family members and/or dependents for an additional 10 days in addition to the 5 allowed by current policy; OR
- To accrue a negative Sick Leave balance up to 80 hours;
  - To obtain permission to accrue a negative sick leave balance an employee must be eligible and request in writing or email to be allowed to accrue a negative sick leave balance. Before negative sick leave balances can be authorized the request must have the approval of the employee’s Department Director and the City’s Human Resources Director.
  - A negative sick leave balance shall be settled by applying all future earned sick leave accruals against the negative balance until the negative balance is satisfied. If an employee’s employment is terminated prior to satisfying the negative sick leave balance, the employee’s remaining vacation balance, or necessary portion thereof, will be used to satisfy the negative sick leave balance.
Accommodations:
An employee who is not ill with the infectious disease may not take leave, or refuse to work, simply to avoid possible exposure to the pandemic causative agent in the workplace. Employees who may have a disability that creates an increased risk associated with exposure to a pandemic causative agent are encouraged to notify the City’s Human Resources department in order to seek an accommodation under the City of Brenham’s disability (ADAAA) policy.

Nothing in this policy shall prevent a supervisor, with Department Director and Human Resources Director approval, from allowing an employee to work at home, without the use of any sick or pandemic event leave.

If the leave qualifies as FMLA protected leave, the City of Brenham will require the employee to use leave pursuant to its FMLA leave policy.

During a pandemic event the City of Brenham may suspend return to work and fitness for duty policies that require a doctor’s note or certification from a health care provider before employees may return to work.

In the event of a pandemic event, the City of Brenham reserves the right to adjust its leave policies, provided such adjustment is not prohibited by law and the adjustment is approved by the City Manager or the City Manager’s designee.

Any employee who fails to follow the provisions of this policy and/or falsifies any information or documentation related to their own or another’s potentially life-threatening, contagious illness will be subject to disciplinary action in accordance with the City of Brenham’s policies and procedures up to and including termination.

In the event of a pandemic event, in an effort to enable employees to stay home when their children’s schools or childcare programs close or dismiss early as a result of the pandemic event, City employees will use their benefit time of vacation leave and/or compensatory time during the times of school closings. In the event an employee does not have adequate vacation leave and/or compensatory time, a full-time employee may be allowed to borrow up to 40 hours of vacation leave, creating a negative vacation leave balance. These situations will be evaluated on a case-by-case basis, and are subject to written approval of the employee’s Department Director and the City Manager.

To be eligible, the employee must be a full-time employee (whether exempt or non-exempt) who works a minimum of forty (40) hours per week on a regular basis.

- The employee’s negative vacation leave balance shall be settled by applying all earned vacation leave accruals against the negative vacation leave balance until the negative balance is satisfied.
AGENDA ITEM 8

DATE OF MEETING: March 19, 2020  DATE SUBMITTED: March 13, 2020
DEPT. OF ORIGIN: Public Utilities  SUBMITTED BY: Donald Reese

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Approval of a Project to Extend a Six Inch (6”) Gas Main Along North Blue Bell Road from East Alamo to Brown Street and Related Service Contracts, Including But Not Limited to:

a. A Professional Services Agreement with Hodde & Hodde Land Surveying, Inc. for Topography Surveying and General Engineering Services; and

b. A Small Services Agreement with G&M Innovations, LLC for Boring Services and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: Currently, the City of Brenham’s six-inch gas feed generally follows the City limits and encompasses the entire City with the exception of a small section along North Blue Bell Road between East Alamo Street and Gayhill Street. This project, if approved, will extend the six-inch gas main by adding a section along North Blue Bell Road from East Alamo to Brown Street, thereby completing approximately two-thirds of the incomplete section. The remainder of the loop will be completed in a future budgeted project.

By extending the existing six-inch gas main as described above, the main will then be available for the City’s proposed second gas feed station near the intersection of North Blue Bell Road and Brown Street. The second gas feed station project will be coming before Council in the near future for consideration.

The costs associated with this project are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Staff Labor</td>
<td>$6,472.80</td>
</tr>
<tr>
<td>City Equipment</td>
<td>$4,240.00</td>
</tr>
<tr>
<td>Inventory Materials</td>
<td>$22,467.73</td>
</tr>
<tr>
<td>Engineering Services</td>
<td>$22,925.00</td>
</tr>
<tr>
<td>Boring Contract</td>
<td>$43,300.00</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td><strong>$99,405.53</strong></td>
</tr>
</tbody>
</table>
Should Council approve this project, the City will then:

A.) Enter into a professional services agreement in the amount of $22,925.00 with Hodde & Hodde Land Surveying, Inc. for topographic surveying, general engineering services, and assistance with TxDOT permitting. A copy of the professional services agreement has been attached for you review.

B.) Enter into a small services contract with G&M Innovations, LLC for boring services in the amount of $43,300.00.

Note: City crews will perform the installation and all other work necessary to complete this project.

**STAFF ANALYSIS (For Ordinances or Regular Agenda Items):**

**A. PROS:** Will allow the City to move forward with a second gas feed station thereby improving the overall reliability of the City’s gas system.

**B. CONS:** This project was not budgeted for in FY 2020.

**ALTERNATIVES:** Not Applicable

**ATTACHMENTS:** (1) Professional Services Agreement for Engineering Services with Hodde & Hodde Land Surveying, Inc.; and (2) Minor Construction Services Contract for Underground Boring Services with G&M Innovations, LLC

**FUNDING SOURCE:** Account #103-5-162-804.10 – Gas Utility Contingency Account

**RECOMMENDED ACTION:** Approve the extension of a six-inch (6”) gas main along North Blue Bell Road from East Alamo to Brown Street and related service contracts, including but not limited to:

a. A Professional Services Agreement with Hodde & Hodde Land Surveying, Inc. in the amount of $22,925.00 for topography surveying and general engineering services; and

b. A Small Services Agreement with G&M Innovations, LLC in the amount of $43,300.00 for boring services

and authorize the Mayor to execute any necessary documentation

**APPROVALS:** James Fisher
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. 62C-67
6” GAS MAIN LOOP NE

THE STATE OF TEXAS §

COUNTY OF WASHINGTON §

THIS AGREEMENT made on the ______ day of ________, 2020 entered into, and executed by and between the City of Brenham, Texas (the “City”), a municipal corporation of the State of Texas, and Hodde & Hodde Land Surveying, Inc. (“Engineer”).

WITNESSETH:

WHEREAS, the City desires to construct and install a six inch (6”) gas line along the west side of FM 577 from East Alamo Street to Brown Street (the “Project”); and

WHEREAS, the services of a professional engineering firm are necessary to provide a topographic survey of the Project area, gas line plan and profile sheets, details, assistance with TxDOT permitting and assistance in bidding the Project, and Engineer will also provide part-time construction observation during the Project, 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.

SECTION IV
TIME FOR PERFORMANCE

The time for performance of the Scope of Services is 30 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,” being the lump sum amount of $22,925.00.

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:

Hodde & Hodde Land Surveying, Inc.
613 E Blue Bell Rd
Brenham, TX 77833-2411
Attn: Grant L. Lischka, P.E.

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 St.
Brenham, TX 77833
Attn: Donald Reese, Assistant City Manager-Public Services/Utilities
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 all Attachments hereto, 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 any Attachment hereto, 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 Owner 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.

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 2250 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 Hodde & Hodde Land Surveying, Inc., acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____________________, 2020.

ENGINEER:

Hodde & Hodde Land Surveying, Inc.

By: ___________________________________________
Name: __________________________________________
Title:  __________________________________________

CITY OF BRENHAM, TEXAS

_________________________________________________
Milton Y. Tate, Jr.
Mayor

ATTEST:

_________________________________________
Jeana Bellinger, City Secretary
ATTACHMENT “A”

PART A - SCOPE OF SERVICES
PROJECT NO: 62C-67
6-INCH GAS MAIN LOOP NE

Description of Project
Engineer will perform topographic survey of the Project area, gas line plan and profile sheets, details, assistance with TxDOT permitting and assistance in bidding the Project. Engineer will also provide part-time construction observation during the Project.
PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

PROJECT NO. 62C-67
6-INCH GAS MAIN LOOP NE

The following represents the estimated maximum compensation for the scope of services document 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 Manager.

City shall compensate Engineer for topographic survey, gas line plan and profile sheets, details, assistance with TxDOT permitting and assistance in bidding the Project and part-time construction observation during the Project for a lump sum of $22,925.00.
ATTACHMENT “B”

INSURANCE
Minor Construction Services Contract
For Underground Boring Services
Between the City of Brenham
And G&M Innovations, LLC

This Minor Construction Services Contract ("Contract") is entered into this day between the City of Brenham, a Texas municipal corporation, (the "City"), P.O. Box 1059, Brenham, Texas 77834 and G&M Innovations, LLC ("Contractor"), located at 16007 CR 228, Bedias, Texas 77831. The parties Agree as follows:

I. Scope of Work ("SOW")

1.1 Project Description. As per the attached Proposal (Exhibit A) and Aerial Map (Exhibit B), Contractor shall provide all labor, supervision, material and equipment necessary to construct two bores as described below and in Exhibits A and B:

1.) Approximately 475-foot creek crossing for 6” poly pipe.
2.) Approximately 250-foot road crossing for 10” steel casing.

1.2 Payment. Contractor shall perform the aforementioned work at the work site in exchange for payment by the City of Brenham in the amount of Forty-Three Thousand Three Hundred and No/100 Dollars ($43,300.00). Contractor shall provide an invoice to the City within thirty (30) days after the City accepts the completed work pursuant to this Contract. The City shall pay Contractor within thirty (30) days after receipt of the invoice, following acceptance of the work completed in accordance with this Contract.

1.3 Term / Termination. Contractor will begin the work ten (10) days after issuance of Notice to Proceed ("NTP") and will complete all SOW in no more than sixty (60) days from date of NTP. Time is of the essence to the completion of this Contract. At any time prior to the Contractor's completion of the services pursuant to this Contract, the City may terminate this Contract without penalty or damages, and upon such termination shall only owe Contractor for the cost of materials and services actually provided pursuant to this Contract prior to such termination, in an amount not to exceed the amount shown in the "Payment" section hereof.

1.4 Completion of Work. Upon completion of the work, the work will be inspected by the City’s Representative and be performed to his/her satisfaction in accordance with the Contract and specifications. The City’s Representative will decide all questions which may arise as to the quality or acceptability of the work performed and the acceptable interpretations of the specifications and the acceptable fulfillment of the Contract on the part of the Contractor.

1.5 Hours of Work. Contractor shall limit its hours of operation to the daytime hours between 8:00 a.m. and 5:00 p.m., prevailing Central Time, without prior authorization from the City's Representative. Contractor may not work on weekends or the following City holidays: (New Year’s Day, Good Friday, Labor Day, Memorial Day, Independence Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas) unless notified otherwise by the City's Representative. Such notification may be oral or written. With prior notice the work site may be made available nights and weekends.

1.6 No Damage for Delay. A delay in completion of this Project for any cause shall not entitle Contractor to additional payment from the City. Should the Contractor be delayed in the completion of any work by any act or neglect of the City, by other contractors employed by the City, by changes
in the work, by materials or labor shortages, or by unavoidable causes, then the Contractor may present a written request to the City for an extension of time for completing the work. If the basis for and the amount of the extension are determined by the City to be justified, then the City shall issue a written extension to the Contractor. Contractor's sole remedy for any hindrance or delay shall be an extension of time for completion of the work.

II. Insurance and Indemnity

2.1 INDEMNITY. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION INCLUDING ATTORNEYS’ FEES AND EXPENSES BROUGHT FOR ANY INJURIES TO PERSONS OR DAMAGES TO PROPERTY IN CONNECTION WITH THE PERFORMANCE OR ATTEMPTED PERFORMANCE OF THIS CONTRACT. SO MUCH OF THE MONEY DUE CONTRACTOR UNDER THIS CONTRACT, AS SHALL BE CONSIDERED NECESSARY BY THE CITY, MAY BE RETAINED FOR THE USE OF THE CITY UNTIL ALL SUITS, ACTIONS, AND CLAIMS SHALL HAVE BEEN SETTLED AND SATISFACTORY EVIDENCE TO THAT EFFECT FURNISHED TO THE CITY. CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES IN ACCORDANCE WITH THIS CLAUSE REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, OF THE CITY OR THE CITY’S OFFICERS, AGENTS OR EMPLOYEES OR ANY CONDITION OF ANY PROPERTY OWNED OR CONTROLLED BY THE CITY.

2.2 Insurance. Until all activities under this Contract are completed, Contractor shall maintain the following described insurance, and shall notify the City of Brenham within thirty (30) days if any provision thereof is altered or modified in any way. Contractor shall furnish to the City a Certificate of Insurance from a company or companies licensed to write insurance in the State of Texas showing that the Contractor is covered by the following insurance:

A. Workers’ Comp & Employer’s Liability (contractor must comply with requirements. of Tex. Labor Code § 406.096 and 28 TAC § 110.110). In addition, insurance certificate must provide:
   Policy Limits --- “Statutory Limits” box should be checked on certificate & coverage must comply with rules of Texas Workers’ Compensation Commission applicable to public construction contracts.

Waiver of Subrogation against the City of Brenham and its officers, agents, and employees shall be included.

If any of the Contractor’s employees engaged in hazardous work on the project under this Contract are not protected under the Worker's Compensation Statute, then the Contractor shall provide adequate employer's general liability insurance for the protection of this class of employees.

B. General Public Liability Insurance as follows:
   $1,000,000 for injuries per occurrence and $100,000 for property damage per occurrence
   OR
$1,000,000 combined single limit per occurrence

The policy shall name the City of Brenham as an additional insured, be on the commercial general liability form, and include a waiver of subrogation against the City and its officers, agents, and employees. The policy shall provide a products/completed operations endorsement and coverage for contractual liability and acts of independent contractors. No XCU (explosion, collapse and underground) exclusions will be allowed.

C. Comprehensive Motor Vehicle Liability Insurance on all motor vehicles (other than off-road equipment) used in connection with the contract: Contractor shall comply with the insurance requirements of the State of Texas for operating a motor vehicle used to commute to the worksite; however, if the work on the worksite will be performed with a motor vehicle registered with the State of Texas, then the requirements shall be as follows:
   $250,000 for injuries to one person per occurrence; $500,000 for injuries to all persons in a single occurrence per occurrence; and $100,000 for property damage per occurrence
   OR
   $600,000 combined single limit per occurrence.

The policy shall name the City of Brenham as an additional insured and include a waiver of subrogation against the City and its officers, agents, and employees.

D. The Contractor will require all subcontractors who provide services on the project to adhere to these requirements.

E. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only. Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance. "Claims Made" policies will not be accepted.

III. Miscellaneous

3.1 Project Guarantee. Contractor warrants that all work under this Contract will be free from faulty materials and improper workmanship, except from proper and usual wear, and agrees to replace or re-execute, without cost to the City, all work found to be defective, improper or imperfect, and make good all damage caused to other work or materials due to such required replacement or re-execution. The warranty shall cover a period of one (1) year from the date of the City issues the “Certificate of Acceptance” for this Project.

3.2 Compliance with Laws & Barricading. During the performance of this Contract, Contractor shall comply with all federal, state, and City laws and regulations. Contractor shall remove all debris resulting from the work being performed to a suitable site for disposal, and shall dispose of same in a manner that does not violate any City, State, or federal law or regulation. If any portion of the work under this Contract is to be performed in a public street or right-of-way, Contractor shall be solely responsible for all barricading and shall equip and maintain all work sites in accordance with applicable provisions of the Texas Manual on Uniform Traffic Control Devices and all other applicable laws and/or regulations.

3.3 Protection of Property. Contractor shall avoid damaging or unlawfully entering privately owned property. Before beginning work, the Contractor shall view all pipes, wires, conduits, poles or other structures within or adjacent to the work which may affect operations. Contractor shall be
responsible for damage caused by his/her agents, employees, and subcontractors in the performance of the work provided pursuant to this Contract. Contractor shall protect all City and private property, including, but not limited to, driveways, streets, sidewalks, pipes, fences, utilities, structures, shrubs, and trees. Contractor shall report all property damage to private or public property to the City and shall repair and/or compensate any damaged party for the repair or replacement of property damaged by the Contractor. The City's Representative may inspect and approve any such repairs prior to authorizing payment under this Contract.

3.4 Non-performance or Misfeasance. If Contractor fails to begin the work within the specified time, fails to perform the work with sufficient workmen & equipment, fails to use sufficient materials or equipment to ensure completion of the work within the Contract time, fails to complete the work within the Contract time, performs the work unsuitably, fails to remove materials or re-perform rejected work, discontinues prosecution of the work without authority, fails to pay workers or subcontractors in a timely manner, commits an act of insolvency, or otherwise fails to complete the work appropriately, then the City’s Representative may give notice to Contractor of such delay, neglect or default. If Contractor fails to correct the deficiencies within seven (7) calendar days after the notice, then the City may prosecute the work out of the hands of the Contractor and enter into an agreement for the completion of the project or use such other methods as the City’s Representative determines are appropriate for completion of the project. The City may deduct all costs necessitated by the breach and completing the work from any funds due to Contractor. If the City's cost of remediying the breach exceeds the amount payable under the Contract, then the Contractor shall pay to the City the amount of such excess.

3.5 No Subcontractors or Assignments. Contractor shall perform this Contract with its own crews. Contractor shall not assign or subcontract any part of this Contract or duties, rights, compensation or work to be performed hereunder without the approval of the City’s Representative, which may be withheld for any reason or issued subject to additional conditions as established by the City’s Representative. No sub-contract will, in any case, relieve the Contractor of his responsibility under the Contract. Written consent to sublet, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract.

3.6 Venue. This agreement is performable and is to be governed by the law applicable in Washington County, Texas. Exclusive venue for any lawsuit, litigation, action or other legal proceeding arising under or involving this Agreement shall be in Washington County, Texas.

3.7 Independent Contractor. In performing services under this Contract, the relationship between the City and Contractor is that of independent contractor, and the execution of this Contract does not change the independent contractor status of Contractor. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor or any agent, servant or employee of Contractor an agent, servant or employee of the City.

3.8 Liquidated Damages. The Contractor acknowledges and agrees that the time for the final completion of the work described herein is a reasonable time, taking into consideration all conditions and usual conditions prevailing in this locality. The amount of liquidated damages for the Contractor’s failure to meet the deadline for final completion are fixed and agreed upon by the Contractor because of the impracticality and extreme difficulty in fixing and ascertaining actual damages that the City in such event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment and from final payment. If the Contractor should neglect, fail, or refuse to finally complete the
Work within the time specified in this Contract, or any proper extension thereof granted by the City, then the Contractor does hereby agree as part of the consideration for the awarding of this Contract, that City may withhold permanently from the Contractor’s total compensation the sum of Two Hundred and Fifty Dollars ($250.00) for each and every calendar day that the Contractor shall be in default after the time for finally completing the work, not as a penalty, but as liquidated damages for the breach of this Contract.

3.9 Waiver. Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of the City party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

3.10 Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the company for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least ten (10) days written notice to the other parties in writing of such change.

3.11 Entire Agreement. It is understood that this Contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations hereunder.

Executed on the ____________ day of ___________________, 2020.

City of Brenham

__________________________________
Milton Tate, Mayor

________________________
Micheal Mercer, Member

seal

seal

Attest:

Attest:

__________________________________
Jeana Bellinger, City Secretary

__________________________________
Signature

Form Approved:

__________________________________
Cary Bovey, City Attorney
Ande Bostain
michealdmercer@aol.com

Wednesday, January 15, 2020 2:04 PM
Ande Bostain
grodrents@gmail.com
Gas line bores
COI.pdf

Ande,

Thanks for meeting with us last week.

Here are the numbers for the two bores you showed us.

First bore 475' creek crossing 6" poly pipe.
6" poly pipe, fusing, and pullhead provided by City of Brenham.
Price to create profile, drill, ream, and pull in 6" poly $19950.00

Second bore 250' road crossing 10" steel casing.
10" schedule 40 Pipe, welding, and vents provided by G&M.
Price to create profile, drill, ream, and push in 10" steel casing under road $23350.00

Let me know what else you might need.

Attached is certificate of insurance.

Regards,

Micheal Mercer
G&M Innovations LLC
16007 CR 228
Bedias, Texas 77831
979-229-7202
AGENDA ITEM 9

DATE OF MEETING: March 19, 2020
DATE SUBMITTED: March 12, 2020
DEPT. OF ORIGIN: Public Utilities
SUBMITTED BY: Dane Rau

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to the Burleson Street Utility Extensions and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY: Recently there has been development occurring along the 1700 block of Burleson St. This area was annexed in 2008 and at this time no one requested sanitary sewer or gas service. Many of the residents are on private septic systems since they were formally in the county prior to 2008. In the past 3-5 months we have had two requests for sanitary sewer service. One home is under new construction and will need sanitary sewer by end of construction. The other request is due to a septic system failing and the need to have city services. According to our adopted annexation service plan the City is obligated to supply utilities to the annexed areas upon request.

Prior to this time no residents requested sanitary sewer or gas so there was no imminent need to extend lines in this area because all residents were taken care of by prior septic systems. With the new home going in along with a failing septic system and other potential growth along this roadway on undeveloped lots it is now time to extend sanitary sewer and gas along Burleson St. Several years back, the City extended water service down this section of roadway when the Westside Water Project took place in order to complete a looped system down Burleson Street.

We have asked Strand and Associates to design, plan, and prepare bid documents related to these extensions. The Professional Services Agreement outlines their duties in order for the City to move forward with both sanitary and gas extensions. We have decided to contract out these extensions due to the demand that the water/sewer construction crews are being pulled by other development around the City. It will also be advantageous for the contractor to install a gas main while working in the area as well so all utilities will be available down Burleson Street for future needs.

Strand’s value to plan, design, and prepare construction documents including bidding the project is $59,000. Once design is complete this project will be bid out and a contractor selected. We are on a very tight schedule and would like to move forward as quickly as possible in order to meet the new homeowners needs. Construction costs are estimated at $275,000 for both sewer and gas extensions.
We would like to ask council to approve moving forward with this PSA for the Burleson Street Utility Extension to Strand and Associates.

<table>
<thead>
<tr>
<th>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. PROS:</strong> Will be extending utilities in a formally annexed area for use by City residents.</td>
</tr>
<tr>
<td><strong>B. CONS:</strong> Time is of the essence and additional costs for Gas and Sewer Fund</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ALTERNATIVES (In Suggested Order of Staff Preference):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENTS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Professional Services Agreement; and (2) Map</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUNDING SOURCE (Where Applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer Fund and Gas Fund. Not currently budget will require a budget amendment soon after bids are opened.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RECOMMENDED ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc., for an amount not to exceed $59,000.00, for Burleson Street utility extensions of gas and sanitary sewer and authorize the Mayor to execute any necessary documentation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPROVALS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Fisher</td>
</tr>
</tbody>
</table>
PROFESSIONAL SERVICES AGREEMENT  
FOR 
ENGINEERING SERVICES  
RELATED TO  
CITY OF BRENHAM  
PROJECT NO. 62C-70C / 65C-49C  
2020 BURLESON STREET UTILITY EXTENSIONS

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 and construct natural gas and sanitary sewer extensions to serve residential properties along Burleson Street, 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 210 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 $59,000, 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: Ryan D. Tinsley, P.E., ENV SP
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
P.O. Box 1059
Brenham, TX 77834
Attn: City Manager

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 Manager, 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.®  

Joseph M. Bunker Date  
Corporate Secretary  

ATTEST:   
CITY OF BRENHAM, TEXAS  

Jeana Bellinger Date  
City Secretary  

Milton Y. Tate Jr. Date  
Mayor
ATTACHMENT “A”

PART A–SCOPE OF SERVICES

CITY OF BRENHAM
PROJECT NO. 62C-70C / 65C-49C
2020 BURLESON STREET UTILITY EXTENSIONS

Description of Project

The scope of services is to provide topographic survey, design, bidding-related, and construction-related services for the 2020 Burleson Street Utility Extensions project. This project will extend natural gas and sanitary sewer service to the residential properties along Burleson Street between Autumn Rain Drive and Highway 36. The utility extensions include approximately 3,375 linear feet (LF) of two-inch gas line and 1,620 LF of gravity sewer main with service cleanouts located at the right-of-way line.

1. **Design and Survey Services**
   
   a. Provide topographic survey and prepare base mapping for natural gas and sanitary sewer extensions along Burleson Street between Autumn Rain Drive and Highway 36. Topographic survey will include the location of overhead and marked underground utilities within survey limits as field marked through Texas 811 locate requests. Submit one Texas 811 locate request for Burleson Street; additional requests and subsequent surveys will be considered additional services.

   b. Develop and submit 90 percent design drawings, specifications, bid form, and a final opinion of probable construction costs to review with City. It is anticipated the design will be fully within the right-of-way. No easements or right-of-way acquisition are anticipated. No roadway restoration will be included because the City will have a separate project to repave the roadway.


   d. Define preliminary regulatory permit requirements for the Texas Department of Transportation (TxDOT) and the Texas Commission on Environmental Quality (TCEQ) and meet with City to review. Prepare and submit TxDOT and TCEQ permit applications and assist with obtaining permits.
2. **Bidding-Related Services**


   b. Prepare addenda and answer questions during bidding.

   c. Attend bid opening, tabulate and analyze bid results, and assist City in the award of the Construction Contract.

   d. Prepare three sets of Contract Documents for signature.

3. **Construction-Related Services**

   a. Provide contract administration Services, including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, up to four site visits, and participation in project closeout. Services are based on a 90-day construction schedule. Engineer's review of payment requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to City free and clear of any liens, claims, or other encumbrances. Any such service by Engineer will be provided through an amendment to this Agreement.

   b. Provide record drawings in electronic format from information compiled from contractor's records. Engineer is providing drafting services only for record drawings based on the records presented to Engineer by contractor and City. Engineer will not be liable for the accuracy of the record drawing information provided by contractor and City.

4. **Additional Services**

   a. Perform one iteration of construction staking. Construction stakes and other markings, as necessary, will be made every 100 feet along the alignments and at the proposed locations for manholes and other appurtenances.

   b. Provide resident project representative (RPR) for up to 32 hours of part-time observation of construction. In furnishing observation services, Engineer's efforts will be directed toward determining for 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. Services are based on a 90-day construction
schedule; RPR services exceeding the 90-day schedule shall be considered additional services.

5. **Services Not Provided**

   a. Hazmat soil testing/evaluation
   
   b. Wetland delineation
   
   c. Flood studies
   
   d. Archaeological
   
   e. Design revisions after approval
   
   f. Services related to buried waste and contamination
   
   g. Geotechnical services for design and construction materials testing, if necessary, shall be provided by the City
   
   h. Legal documentation related to right-of-way and/or easements, if necessary, shall be provided by the City
PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM
PROJECT NO. 62C–70C / 65C–49C
2020 BURLESON STREET UTILITY EXTENSIONS

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 Basic Services a fee not to exceed the amounts shown below. Additional Services, if authorized by City, will be performed on an hourly basis at the rates shown in the Schedule of Charges, not to exceed the amount shown below.

<table>
<thead>
<tr>
<th>Basic Services</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Design and survey services</td>
<td>$35,500</td>
</tr>
<tr>
<td>2. Bidding-Related Services</td>
<td>$6,000</td>
</tr>
<tr>
<td>3. Construction-Related Services</td>
<td>$8,000</td>
</tr>
<tr>
<td>4. TxDOT and TCEQ Permitting</td>
<td>$1,500</td>
</tr>
<tr>
<td>Total</td>
<td>$51,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Services</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Construction Staking</td>
<td>$4,500</td>
</tr>
<tr>
<td>2. Part-time RPR Services</td>
<td>$3,500</td>
</tr>
<tr>
<td>Total</td>
<td>$8,000</td>
</tr>
</tbody>
</table>
# 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.

<table>
<thead>
<tr>
<th>Engineering Services Classification</th>
<th>Hourly Billing Rates*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$280</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$255</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$225</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$175</td>
</tr>
<tr>
<td>Senior Project Engineer/Senior Project Representative</td>
<td>$150</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$135</td>
</tr>
<tr>
<td>Graduate Engineer</td>
<td>$120</td>
</tr>
<tr>
<td>Senior Engineering Technicians</td>
<td>$120</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$105</td>
</tr>
<tr>
<td>Junior Engineering Technician</td>
<td>$ 70</td>
</tr>
<tr>
<td>NACE Certified Project Representative (Tank Construction)</td>
<td>$105</td>
</tr>
<tr>
<td>Project Representative</td>
<td>$105</td>
</tr>
<tr>
<td>Senior Computer-Aided Design and Drafting (CADD) Operator</td>
<td>$ 95</td>
</tr>
<tr>
<td>CADD Operator</td>
<td>$ 70</td>
</tr>
<tr>
<td>Administrative</td>
<td>$ 80</td>
</tr>
</tbody>
</table>

* 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.

<table>
<thead>
<tr>
<th>Surveying Services Classification</th>
<th>Hourly Billing Rates*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Professional Land Surveyor</td>
<td>$190</td>
</tr>
<tr>
<td>Surveying Technician</td>
<td>$105</td>
</tr>
<tr>
<td>Three-Man Field Party</td>
<td>$225</td>
</tr>
<tr>
<td>Two-Man Field Party</td>
<td>$165</td>
</tr>
<tr>
<td>One-Man Field Party</td>
<td>$105</td>
</tr>
<tr>
<td>Global Positioning System (GPS) Equipment (Half Day)</td>
<td>$185</td>
</tr>
<tr>
<td>GPS Equipment (Full Day)</td>
<td>$300</td>
</tr>
<tr>
<td>Robotic Total Station (Half Day)</td>
<td>$135</td>
</tr>
<tr>
<td>Robotic Total Station (Full Day)</td>
<td>$220</td>
</tr>
</tbody>
</table>

* 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. 62C-70C / 65C-49C
2020 BURLESON STREET UTILITY EXTENSIONS
AGENDA ITEM 10

<table>
<thead>
<tr>
<th>DATE OF MEETING:</th>
<th>March 19, 2020</th>
<th>DATE SUBMITTED:</th>
<th>March 9, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPT. OF ORIGIN:</td>
<td>Development Services</td>
<td>SUBMITTED BY:</td>
<td>Allen Jacobs</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MEETING TYPE:</th>
<th>CLASSIFICATION:</th>
<th>ORDINANCE:</th>
</tr>
</thead>
<tbody>
<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>☐ WORK SESSION</td>
<td>☐</td>
<td></td>
</tr>
</tbody>
</table>

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-20-011 Authorizing the Acceptance of Public Improvements in the Vintage Farms Subdivision, Phase II

SUMMARY STATEMENT: CTX Development Company has completed infrastructure improvements (water, sanitary, storm, and streets) related to the development of Phase II of Vintage Farms Subdivision, a 54 lot residential phase of the subdivision at the southwest corner of Vintage Farms Way and State Highway 36 North (Phillip Coe Survey, A-31). The infrastructure improvements have been constructed and inspected according to the City of Brenham ordinances and regulations and are ready for acceptance by the City of Brenham.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Resolution No. R-20-011; (2) Acceptance of Water and Wastewater Lines – Vintage Farms Subdivision, Phase II; (3) Acceptance of Streets and Storm Sewer Lines – Vintage Farms Subdivision, Phase II; (4) Final Plat Vintage Farms Subdivision, Phase II; and (5) Maintenance Bond

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve Resolution No. R-20-011 authorizing the acceptance of public improvements in the Vintage Farms Subdivision, Phase II

APPROVALS: James Fisher
RESOLUTION NO. R-20-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ACCEPTANCE OF PUBLIC IMPROVEMENTS IN THE VINTAGE FARMS SUBDIVISION, PHASE II; AND AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTATION.

WHEREAS, Vintage Farms Subdivision, Phase II is an approximately 17.778 acre, 54 lot subdivision developed by CTX Development Company; and

WHEREAS, water, sewer, street, drainage improvements, and public infrastructure improvements were constructed by the developer; and

WHEREAS, these public infrastructure improvements have been inspected by the City and found to be constructed in accordance with the City’s Standards and Specifications; and

WHEREAS, the City of Brenham desires to formally accept the water, sewer, street, drainage improvements, and public infrastructure improvements within Vintage Farms Subdivision, Phase II:

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

The City of Brenham hereby accepts the water, sewer, street and drainage improvements in Vintage Farms Subdivision, Phase II in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation.

RESOLVED this 19th day of March, 2020.

________________________________________
Milton Y. Tate, Jr.
Mayor

ATTEST:

________________________________________
Jeana Bellinger, TRMC, CMC
City Secretary
March 9, 2020

CTX Land Investments, LLC
Ranier & Son Development Company, LLC
4090 State Highway 6 South
College Station, Texas 77845

ATTN: Doug French

RE: ACCEPTANCE OF WATER AND WASTEWATER LINES
Vintage Farms, Phase II

Dear Mr. French:

Please be advised that the water and wastewater lines in Vintage Farms Phase II have been accepted by the City of Brenham as shown below:

**Water Lines**

<table>
<thead>
<tr>
<th>Associated Street</th>
<th>Side of Street (N/S/E/W)</th>
<th>Beginning</th>
<th>Ending</th>
<th>Length (ft.)</th>
<th>Pipe Size (in.)</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winepress Road</td>
<td>S</td>
<td>N030.173289 W096.425952</td>
<td>N030.173277 W096.426905</td>
<td>301</td>
<td>8</td>
<td>$8,880</td>
</tr>
<tr>
<td>Winepress Road</td>
<td>S</td>
<td>N030.173277 W096.426905</td>
<td>N030.173174 W096.427620</td>
<td>229</td>
<td>8</td>
<td>$6,756</td>
</tr>
<tr>
<td>Farm Path</td>
<td>E</td>
<td>N030.173277 W096.426905</td>
<td>N030.172486 W096.426832</td>
<td>289</td>
<td>8</td>
<td>$8,526</td>
</tr>
<tr>
<td>Farm Path</td>
<td>E</td>
<td>N030.172486 W096.426832</td>
<td>N030.172352 W096.426727</td>
<td>60</td>
<td>8</td>
<td>$1,770</td>
</tr>
<tr>
<td>Farm Path</td>
<td>N</td>
<td>N030.172352 W096.425727</td>
<td>N030.172289 W096.426122</td>
<td>193</td>
<td>8</td>
<td>$5,694</td>
</tr>
<tr>
<td>Vineyard Pass</td>
<td>N</td>
<td>N030.171372 W096.426226</td>
<td>N030.171379 W096.426373</td>
<td>46</td>
<td>4</td>
<td>$1,058</td>
</tr>
<tr>
<td>Vineyard Pass</td>
<td>N</td>
<td>N030.171379 W096.426373</td>
<td>N030.171464 W096.426594</td>
<td>77</td>
<td>4</td>
<td>$1,771</td>
</tr>
<tr>
<td>Vineyard Pass</td>
<td>N</td>
<td>N030.171464 W096.426594</td>
<td>N030.171424 W096.426715</td>
<td>41</td>
<td>4</td>
<td>$943</td>
</tr>
<tr>
<td>Vineyard Pass</td>
<td>W</td>
<td>N030.171424 W096.426715</td>
<td>N030.171277 W096.426785</td>
<td>58</td>
<td>4</td>
<td>$1,334</td>
</tr>
</tbody>
</table>
## Wastewater Lines

<table>
<thead>
<tr>
<th>Associated Street</th>
<th>Side of Street (N/S/E/W)</th>
<th>Beginning</th>
<th>Ending</th>
<th>Length (ft.)</th>
<th>Pipe Size (in.)</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winepress Road</td>
<td>N</td>
<td>N030.173326</td>
<td>W096.427661</td>
<td>N030.173434</td>
<td>W096.427086</td>
<td>186</td>
</tr>
<tr>
<td>Winepress Road</td>
<td>N</td>
<td>N030.173434</td>
<td>W096.427086</td>
<td>N030.173481</td>
<td>W096.425754</td>
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<td>W096.426346</td>
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<td>W096.426843</td>
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<td>Vineyard Pass</td>
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<td>N030.171197</td>
<td>W096.426328</td>
<td>133</td>
</tr>
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</table>

### Date of Acceptance: March 19, 2020

The above described improvements were reviewed by the City of Brenham Engineering Consultant, Grant Lischka, PE and approved for acceptance on March 19, 2020. The one year warranty period begins on March 19, 2020 and ends on March 19, 2021 for the infrastructure listed above.

Sincerely,

Allen Jacobs
Building Official
City of Brenham

c: Shanice Robinson, P.E., Bleyl Engineering

P.O. Box 1059 ★ 200 W. Vulcan Street ★ Brenham, Texas 77834 ★ 979-337-7200 ★ www.cityofbrenham.org

An Equal Opportunity Employer
March 9, 2020

CTX Land Investments, LLC
Ranier & Son Development Company, LLC
4090 State Highway 6 South
College Station, Texas 77845

ATTN: Doug French

RE: ACCEPTANCE OF STREETS AND STORM SEWER LINES
Vintage Farms, Phase II

Dear Mr. French:

Please be advised that the streets and storm sewer in Vintage Farms Phase II have been accepted by the City of Brenham as shown below:

**Streets**

<table>
<thead>
<tr>
<th>Associated Street</th>
<th>Traveling Direction</th>
<th>Beginning Lat.</th>
<th>Beginning Long.</th>
<th>Ending Lat.</th>
<th>Ending Long.</th>
<th>Length (ft.)</th>
<th>Pavement Width (ft.)</th>
<th>Pavement SF</th>
<th>Dollar Value</th>
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<td>S</td>
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Storm Sewers

<table>
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<tr>
<th>Associated Street</th>
<th>Side of Street (N/S/E/W)</th>
<th>Beginning</th>
<th>Ending</th>
<th>Length (ft.)</th>
<th>Pipe Size (in.)</th>
<th>Dollar Value</th>
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<tbody>
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<td>Across</td>
<td>N030.173314 W096.426865</td>
<td>N030.173404 W096.426872</td>
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<td>N</td>
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<td>N030.173489 W096.426899</td>
<td>32</td>
<td>30</td>
<td>$4,000.00</td>
</tr>
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</table>

Date of Acceptance: March 19, 2020

One year warranty period begins on March 19, 2020 and ends on March 19, 2021 for the infrastructure listed above. \(^\text{[One year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.]}\)

Sincerely,

Allen Jacobs  
Building Official  
City of Brenham

c: Shanice Robinson, P.E., Bleyl Engineering  
File
Maintenance Bond

THE STATE OF TEXAS §

COUNTY OF Washington §

KNOW ALL MEN BY THESE PRESENTS:

THAT Ranier & Son Development Company, LLC, of Brazos County, Texas, hereinafter called Principal, and XL Specialty Insurance Company, a Corporation organized under the laws of the State of Delaware and authorized to do business in the State of Texas, hereinafter called "Surety," are held and firmly bound unto the City of Brenham, Texas, a Municipal Corporation, in Washington County, Texas, hereinafter called "City," in the penal sum of One Hundred Thirty One Thousand Thirty Six and 80/100 Dollars ($131,036.80), lawful money of the United States, the said sum being ten percent (10%) of the total amount of the hereinafter mentioned contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE Condition of this Obligation is such that:

WHEREAS, the Principal entered into a certain contract with Larry Young Paving Inc., hereinafter called Contractor, dated as of the 23rd day of July, 2019, in the proper performance of which the City of Brenham, Texas, has an interest, a copy of which is hereto attached and made a part hereof, for the construction of: Vintage Farms Phase 2 — Public Improvements and Infrastructure

NOW, THEREFORE, if the Principal shall well, truly, and faithfully maintain and keep in good repair the work contracted to be done and performed for a period of one (1) year from the date of acceptance in writing by the City of Brenham and do all necessary work and repair of any defective conditions growing out of or arising from the improper work of the same, including, but not limited to, any settling, breaking, cracking or other defective condition of any of the work or part thereof arising from improper excavation, backfilling, compacting or any other cause or condition, known or unknown, at any time during the period of this bond, which the city engineer, whose judgment shall be final and conclusive, determines to be the result of defective work, materials or labor; then this obligation shall be void, otherwise to remain in full force and effect.

In case the said Principal shall fail to maintain, repair or reconstruct any defective condition of the work as determined herein, it is agreed that the City may do said work and supply such materials as necessary and charge the sum against the said Principal and Surety on this obligation.

It is further agreed that this obligation shall be a continued one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.
Provided, further, that if any legal action be filed on this bond, venue shall lie in Washington County, Texas.

In witness whereof, this instrument is executed in triplicate, each one of which shall be deemed an original, this the 27th day of January, 2020.

Principal

Ranier & Son Development Company, LLC
By: [Signature]

Surety

XL Specialty Insurance Company
By: [Signature]
Kelly A. Gardner, Attorney-in-Fact

Attent

[Signature]

Secretary

Note: Power of Attorney of Surety must be attached. Date of bond must not be prior to date of contract.
Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00056726SU20A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance company with offices located at 305 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Kelly A. Gardner

each of its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety; and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of so one of which is in any event to exceed $100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s) - In - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017:

RESOLVED, that Gary Kaplan, Daniel Riordan, Marie Duart, Gregory Boal, and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized at test the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Marie Duart, Gregory Boal, and Kevin Mirsch each is hereby appointed to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2016.

XL SPECIALTY INSURANCE COMPANY

By: /s/ Gregory Boal, VICE PRESIDENT

Attest: /s/ Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Rebecca C. Shaloub, Notary Public
Lwchlan Twp., Chester County
My Commission Expires April 20, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Rebecca C. Shaloub, NOTARY PUBLIC
STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 27th day of January, 2020.

[Seal]

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of April, 2018.

[Seal]

XL REINSURANCE AMERICA INC.
by: [Signature]
Gregory Boal, VICE PRESIDENT

Attest: [Signature]
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of

[Seal]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Rebecca C. Shalhoub, Notary Public
Uwchlan Twp., Chester County
My Commission Expires April 22, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this day of ______________________

[Seal]

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an Inception date

4/13/2023 12:00:00AM

SB0042
State of Illinois

County of DuPage

On January 27, 2020, before me, Alexandra Sartori, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Kelly A. Gardner known to me to be Attorney-in-Fact of XL Specialty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires July 5, 2020

Alexandra Sartori, Notary Public

Commission No. 840142
# AGENDA ITEM 11

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**DATE OF MEETING:** March 19, 2020  
**DATE SUBMITTED:** March 12, 2020  
**DEPT. OF ORIGIN:** Airport  
**SUBMITTED BY:** Kim Hodde

**MEETING TYPE:** REGULAR  
**CLASSIFICATION:** RESOLUTION  
**ORDINANCE:** 1ST READING

**AGENDA ITEM DESCRIPTION:** Discuss and Possibly Act Upon Resolution No. R-20-012 in Connection with a Grant Agreement for an Airport Layout Plan (ALP) Update and Narrative for the Brenham Municipal Airport

**SUMMARY STATEMENT:** This Resolution is in support of an Airport Layout Plan (ALP) update and narrative. The Airport Master Plan was done in 1986 and was updated with an Airport Development Plan in 2005. Airport plans/studies (Master Plans, Development and Layout Plans) are developed and used as a guide to help regulate development, improvements and operation of the Airport. Development and Airport Layout Plans typically need to be reviewed and/or updated every 5-10 years. A letter of interest (LOI) was submitted to TxDOT on April 20, 2018 for update of the Master Plan. TxDOT recommended an Airport Layout Plan update instead of a full Master Plan. As long as the program is authorized, the City of Brenham receives $150,000 annually in Non-Primary Entitlement (NPE) funding to be used for airport projects. NPE Funds will be used for this project.

TxDOT would like to include this project in their FY 2020 funding. This resolution is the first step in the process to get this project included on the next Transportation Commission meeting agenda (April).

This resolution requests that the Mayor or his designee be authorized to sign the necessary documents for the implementation of this Airport Layout Plan update and narrative. This authorization would include the following forms that will be prepared after the project receives approval from the Transportation Commission, as well as any other documents relating to this project:

1. Airport Participation Agreement with TxDOT.
2. Designation of Sponsor’s Authorized Representative.
3. Certification of Project Funds. This form assures TxDOT that the funds will be available and when, should the Commission approve funding for this project.
4. Attorney’s Certification of Airport Property Interests. This is a form that has to be signed by the City Attorney certifying any and all property acquisitions for the airport since the last certification.
5. Copy of our most recent audited financial statement.

Once the Transportation Commission grants approval of the project, a Grant agreement will be sent to the City of Brenham for execution then TxDOT will begin the process.
<table>
<thead>
<tr>
<th>STAFF ANALYSIS (For Ordinances or Regular Agenda Items):</th>
</tr>
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<tbody>
<tr>
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<td>B. CONS:</td>
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<tr>
<th>ALTERNATIVES (In Suggested Order of Staff Preference):</th>
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</thead>
</table>

| ATTACHMENTS: (1) Resolution No. R-20-012                  |

| FUNDING SOURCE (Where Applicable): Budgeted funds          |

| RECOMMENDED ACTION: Approve Resolution No. R-20-012 in connection with a Grant Agreement for an Airport Layout Plan (ALP) Update and Narrative for the Brenham Municipal Airport |

| APPROVALS: James Fisher                                   |
RESOLUTION NO. R-20-012

WHEREAS, the CITY OF BRENHAM intends to make certain improvements to the Brenham Municipal Airport; and

WHEREAS, the general description of the project is described as: Airport Layout Plan (ALP) Update and Narrative; and

WHEREAS, the CITY OF BRENHAM intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project costs are estimated to be $150,000, and the CITY OF BRENHAM will be responsible for 10% of the total project costs currently estimated to be $15,000; and

WHEREAS, the CITY OF BRENHAM names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements;

NOW, THEREFORE, BE IT RESOLVED, that the City of Brenham hereby directs MILTON Y. TATE, JR., Mayor, to execute on behalf of the City of Brenham, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the BRENHAM MUNICIPAL AIRPORT.

PASSED AND APPROVED this the 19th day of March 2020.

______________________________
Milton Y. Tate, Jr., Mayor
City of Brenham, Texas

ATTEST:

______________________________
Jeana Bellinger, TRMC, CMC
City Secretary
AGENDA ITEM 12

<table>
<thead>
<tr>
<th>DATE OF MEETING:</th>
<th>DATE SUBMITTED:</th>
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<td>March 13, 2020</td>
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<td>Carolyn D. Miller</td>
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<td>✗ RESOLUTION</td>
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<td>□ WORK SESSION</td>
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-20-013 Amending the City of Brenham’s Financial Policies Document by Adding a Procurement Policy for Federal Grants and Agreements

SUMMARY STATEMENT: We are amending the Financial Policies of the City of Brenham to include a section on Federal Procurement. During our recent FEMA discussions and filing for grant reimbursements, we were notified that the City needed to adopt procurement policies and best practices as outlined in the Code of Federal Regulation, Title 2 Grants and Agreements. This Resolution includes a new section for federal procurement.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):
A. PROS:

B. CONS:

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

ATTACHMENTS: (1) Resolution No. R-20-013; and (2) Financial Policies

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve Resolution No. R-20-013 amending the City of Brenham’s Financial Policies Document by adding a Procurement Policy for Federal Grants and Agreements

APPROVALS: James Fisher
RESOLUTION NO. R-20-013

A RESOLUTION AMENDING THE FINANCIAL POLICIES DOCUMENT FOR THE CITY OF BRENHAM, TEXAS

WHEREAS, the primary objective of financial policies is to help the City achieve a long-term, stable, and positive financial condition; and

WHEREAS, the Government Finance Officers Association (GFOA) has identified best practices and recommends that a government’s financial policies be written and available for public inspection; and

WHEREAS, the City of Brenham is responsible to its citizens and customers to carefully account for public funds, to manage City finances wisely and to plan for the adequate funding of services desired by the public; and

WHEREAS, the City of Brenham Financial Policies document was adopted by City Council on October 15, 2009 with the passage of Resolution No. R-09-023; and

WHEREAS, uniform requirements in Title 2 of the Code of Federal Regulations Part 200 (2 CFR 200) now require specific procurement policies related to federal grants, it is in the best interest of the City of Brenham to amend the Financial Policies document to comply with these regulations;

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

Section 1: That the recitals set forth above are incorporated herein for all purposes as if fully set forth in the body of this Resolution.

Section 2: That the City Council of the City of Brenham hereby adopts the revisions to the Financial Policies document for the City of Brenham as set forth in and attached hereto as “Exhibit A” and incorporated herein for all purposes.

Section 3: That this Resolution shall be in full force and effect immediately after its passage and approval according to law.

APPROVED on this 19th day of March 2020

Milton Y. Tate, Jr., Mayor
City of Brenham

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary
FINANCIAL POLICIES

The City of Brenham is responsible to its citizens and customers to carefully account for public funds, to manage City finances wisely and to plan for the adequate funding of services desired by the public. The primary objective of financial policies is to help the City achieve a long-term, stable and positive, financial condition. Hence, the following financial policies have been adopted by the City of Brenham.

BUDGET POLICY

1. The budget process of the City shall conform to the Texas Uniform Budget Law.
2. The City Manager, as chief executive officer, has ultimate responsibility for the budget.
3. The City Manager formulates the budget goals for the City under the direction of City Council.
4. All agencies of the City are required to submit requests for appropriations to the City Manager on or before the 15th of July each year.
5. All budgets are prepared and adopted on a basis consistent with generally accepted accounting principles which is the same basis of accounting used for financial reporting.
6. The appropriated budget is prepared by fund and department.
7. The City Manager must present a proposed budget to the City Council for review prior to August 30th each year.
8. The City Council will hold public hearings on the proposed budget and adopt a final budget by ordinance no later than September 30th each year.
9. The City Council shall adopt a balanced budget; the revenues must equal the expenditures. The budget may include a fund balance transfer as a resource to balance the budget.
   a. The City will strive to maintain an unrestricted fund balance reserve in the General Fund sufficient to cover 90 days of operating expenditures.
   b. The City will strive to maintain an unrestricted fund balance reserve in the Utility Funds sufficient to cover 60 days of operating expenditures.
10. Annual appropriated budgets are adopted for all governmental fund types except the following:
    a. Budgets for certain grants, established as special revenue funds, which are created pursuant to the terms of the related grant documents.
    b. Budgets for funds set up to receive special donations or assessments for specific purposes, which are established as special revenue funds.
    c. Budgets for certain major capital improvements that are set up as capital projects funds. Annual budgets are not adopted because these projects span more than one fiscal year.
11. All annual budget appropriations lapse at the end of the fiscal year.
12. Department heads may make transfers of appropriations within a department up to $2,500. Transfers over this amount require the approval of the City Manager or Assistant City Manager.
13. The City Manager is authorized to transfer budgeted amounts between line items and departments within any fund.
14. Any budget revisions that alter the total expenditures of any fund must be approved by the City Council.
15. The legal level of budgetary control (the level at which expenditures may not legally exceed appropriations) is the fund level.
16. The budget is originally enacted by ordinance; therefore, any amendments to the budget must also be made by ordinance.
   a. Proposed amendments and the justification thereof will be presented during a work session of a meeting of the City Council.
   b. The proposed ordinance amending the budget will be presented during a formal session at two subsequent meetings of the City Council.

**FUND BALANCE POLICY**

1. See the City of Brenham’s adopted written fund balance policy.

**INVESTMENT POLICY**

1. The City of Brenham adopts a written investment policy annually.

**DEBT POLICY**

1. See the City of Brenham’s adopted written debt policy.

**PURCHASING POLICY**

1. The City of Brenham will comply with Purchasing Laws of the State as adopted by Resolution R-07-020.
2. Department heads may authorize purchases less than $3,000.
3. Three vendor quotes are required on all purchases between $3,000 and $49,999.
4. Division directors may authorize non-contractual purchases between $3,000 and $24,999.
5. The City Manager may authorize all purchases between $3,000 and $50,000, as approved in Resolution R-12-019.
6. The City Council must authorize all purchases greater than $50,000.
7. Purchases of $50,000 or more must go through a formal bid process and be authorized by City Council.
FINANCIAL POLICIES

CAPITAL ASSET POLICY

1. Infrastructure assets (e.g. roads, bridges, sidewalks, utility lines and plants, and similar items) in excess of $50,000 and an estimated useful life of 40 to 50 years will be capitalized and recorded at historical cost.

2. Capital assets, other than infrastructure assets, costing more than $15,000 and possessing an estimated useful life in excess of one year, will be capitalized and recorded at historical cost.

3. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives will not be capitalized.

4. Major outlays for capital assets and improvements will be capitalized as projects are constructed.

5. Property, plant and equipment will be depreciated using the straight line method over the useful lives.

PROCUREMENT POLICY – FEDERAL GRANTS AND AGREEMENTS

1. The City of Brenham will comply with procurement requirements and/or subsequent amendments in Title 2 Code of Federal Regulations (CFR) Grants and Agreements.

2. The procurement process must be carried out in a fair, uniform and thorough manner to provide open competition in securing all products and services.

3. The required procurement documentation must include the rationale for procurement method, selection of contract type, contractor selection/rejection and basis for contract price.

4. Every procurement in excess of the Simplified Acquisition Threshold ($150,000) must have a cost or price analysis performed, including contract modifications.

5. Cost plus a percentage of cost must not be used and are explicitly disallowed.

6. Contracts must contain the applicable provisions of Appendix II of 2 CFR §200.326.

7. The City will maintain good administrative practices and sound business judgment during the procurement process.

8. Prepare the Checklist for Reviewing Procurements Under Grants by Non-Federal Entities which was created to assist recipients in complying with the federal requirements that procurements must meet for expenses to be eligible for reimbursement.

Adopted by Council: October 15, 2009 (R-09-023)
Amended: April 4, 2013
Amended: March 19, 2020
AGENDA ITEM 13

**DATE OF MEETING:** March 19, 2020  
**DATE SUBMITTED:** March 13, 2020

**DEPT. OF ORIGIN:** Administration  
**SUBMITTED BY:** James Fisher

**MEETING TYPE:** ☑ REGULAR  
**CLASSIFICATION:** ☐ PUBLIC HEARING  
**ORDINANCE:** ☑ 1ST READING

☐ SPECIAL  
☐ CONSENT  
☐ 2ND READING

☐ EXECUTIVE SESSION  
☑ REGULAR  
☒ RESOLUTION

☐ WORK SESSION

**AGENDA ITEM DESCRIPTION:** Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to Economic Development Services and Authorize the Mayor to Execute Any Necessary Documentation

**SUMMARY STATEMENT:** The proposed ILA will allow the City to brief the Washington County Commissioner’s Court about economic development activities in Executive Session. It also lays the foundation for future discussions concerning economic development partnerships between our entities.

**STAFF ANALYSIS (For Ordinances or Regular Agenda Items):**

A. PROS:

B. CONS:

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

**ATTACHMENTS:** (1) Interlocal Agreement

**FUNDING SOURCE (Where Applicable):** N/A

**RECOMMENDED ACTION:** Approve an Interlocal Agreement between the City of Brenham and Washington County related to Economic Development Services and authorize the Mayor to execute any necessary documentation

**APPROVALS:** James Fisher
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR ECONOMIC DEVELOPMENT SERVICES

WHEREAS, this Interlocal Agreement (“Agreement”) is entered into by and between the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as “City” and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as “County”; and

WHEREAS, the creation and retention of job opportunities that bring new wealth to the community is a high priority for both the City and County; and

WHEREAS, new jobs and capital investment benefits the area economy, provides needed opportunities, strengthens the real estate market and generates tax revenue to support the community services provided by both City and County; and

WHEREAS, both City and County acknowledge the benefits that constituents of each entity receive when new investment and increased job opportunities take place within the community; and

WHEREAS, regional and national competition for companies seeking to relocate or expand into a new community is significant; and

WHEREAS, the City and County recognize the value of an experienced economic development professional to manage the projects locating or expanding in Brenham and Washington County, and

WHEREAS, the City of Brenham currently employs a qualified economic development professional as its Director of Economic Development; and

WHEREAS, the City and County each hereby find that it would be mutually advantageous for the County to have access to the project management services of the City’s Director of Economic Development to facilitate collaboration and continuity in managing economic development projects; and

WHEREAS, projects may arise that are located in the County, but outside the City’s corporate boundaries, that would also be beneficial to the interests of the City and its residents;

NOW THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and County agree as follows:
1.0 Services

1.01 The City agrees to the following:
   a. To employ a Director of Economic Development possessing the qualifications deemed appropriate by the City; and
   b. To support the Director of Economic Development in allocating time to the project management activities required to secure capital investment and job opportunities from new and/or expansion business prospects in Brenham and Washington County; and
   c. The City Manager will provide direction to the Director of Economic Development regarding allocation of project management resources when the project is outside the City’s corporate boundaries; and
   d. The City shall provide thirty (30) days’ notice to the County in the event the City eliminates the position of Director of Economic Development as no longer viable or necessary to achieve the City’s goals and objectives.

1.02 The County agrees to the following:
   a. To designate a member of the Commissioners Court as the primary liaison for economic development activity in the County; and
   b. To support the efforts of economic development in the County with County resources; and
   c. To participate in the process of economic development projects including but not limited to confidential project briefings of the County Commissioners Court by the Director of Economic Development in Executive Session as authorized by Texas Government Code Section 551.087.

2.0 Purpose

The purpose of this Agreement is to provide for the management of economic development projects in a collaborative and professional manner with the goal of securing suitable and sustainable projects for capital investment and job creation in Brenham and Washington County.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. It either party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party’s discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii)
diligently pursues the cure thereafter until it is fully cured, and (iii) has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this Agreement.

5.0 Term, Renewal

This Agreement shall be effective beginning _______________ 2020, and shall remain in effect until December 31, 2020 ("Initial Term"). This Agreement shall automatically renew annually for a one (1) year period ("Renewal Term") on January 1st of each subsequent year. Either Party may terminate this Agreement at any time, with or without cause, by giving notice in the manner provided herein to the other Party at least sixty (60) days prior to the date of termination. Notwithstanding any other provision herein, if both parties hereto agree to terminate this Agreement with less than the required sixty (60) days' notice, said sixty (60) day notification period may be waived. Notice shall be provided pursuant to the terms set forth in Section 7.0.

6.0 Texas Law; Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or other legal proceeding concerning or arising out of this Agreement shall be in Washington County, Texas.

7.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent to the City pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager  
City of Brenham  
P. O. Box 1059  
Brenham, Texas 77834-4059
Notices sent to the County pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge  
Washington County  
100 East Main Street, Suite 104  
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either Party may change its address or notice under this Agreement by providing a written notice of the change to all other parties in compliance with this paragraph.

8.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

9.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

10.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.
11.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

12.0 Attorney's Fees

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

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the _____ day of ______________, 2020.

CITY OF BRENHAM

Milton Y. Tate, Jr.  John Durrenberger
Mayor  County Judge

ATTEST:

Jeana Bellinger, TRMC, CMC  Beth Rothermel
City Secretary  County Clerk

WASHINGTON COUNTY
AGENDA ITEM 14

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<td>Carolyn D. Miller</td>
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Supplemental No. 2 to the Professional Services Agreement with Gunda Corporation, LLC Related to the Burleson Road Culvert Replacement Project (Project No. E2016-03) and Authorize the Mayor to Execute Any Necessary Documentation.

SUMMARY STATEMENT: The original professional services agreement for $73,232.10 was approved by City Council on July 14, 2016 and Supplemental No. 1 for an additional amount of $26,925.00 was approved by the former city manager on June 8, 2017.

Supplemental No. 2 from Gunda is amending the scope of services to include Hazard Mitigation Grant Program (HMGP) application and requests for information, survey control and construction management. This supplement also removes the 10% mark-up on the original agreement which is disallowed under 2 CFR Part 200 for federal awards.

We are recommending approval of this supplemental agreement for $34,122.10 bringing the total fees to $135,122.10.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Supplemental No. 2 to Professional Services Agreement for Engineering Services Related to Project No. E2016-03 City of Brenham Burleson Road Culvert Replacement

FUNDING SOURCE (Where Applicable): Combination of HMGP reimbursement, 2017 and 2020 Certificates of Obligation and General Fund reserves.
**RECOMMENDED ACTION:** Approve Supplemental No. 2 to the Professional Services Agreement with Gunda Corporation, LLC, in the amount of $34,122.10, related to the Burleson Road Culvert Replacement Project (Project No. E2016-03) and authorize the Mayor to execute any necessary documentation.

**APPROVALS:** James Fisher
SUPPLEMENTAL No. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. E2016-03
CITY OF BRENHAM BURLESON ROAD CULVERT REPLACEMENT

THIS IS A SUPPLEMENTAL AGREEMENT amending an AGREEMENT between the CITY OF BRENHAM and GUNDA CORPORATION, LLC executed the 22nd day of July, 2016, relative to professional services for Burleson Road Culvert Replacement Project E2016-03.

Upon execution of this Supplemental the scope and fee shall be amended as follows:

SUPPLEMENTAL No. 2 SECTION I
SCOPE OF AGREEMENT

The scope of services shall be amended to include supplemental professional engineering services for the Hazard Mitigation Grant Program (HMGP) application and requests for information, survey control, and construction management. The City requested assistance with the HMGP application process and responding to any inquiries from FEMA or TDEM.

SUPPLEMENTAL No. 2 SECTION IV
TIME FOR PERFORMANCE

The time for performance of the supplemental Scope of Work shall be extended through the construction duration of the proposed project. 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 work must be coordinated and over which Engineer has no control.

SUPPLEMENTAL No. 2 SECTION VII
ENGINEER’S COMPENSATION

For and in consideration of the supplemental services rendered by Engineer pursuant to this Supplemental Agreement, the City shall pay Engineer on the basis set forth in Attachment “A” of the original agreement and Supplement No. 1, plus a supplemental services fee of $34,965.00 for a total amended contract amount not to exceed $135,122.10 including reimbursable expenses. This supplement includes the removal of the 10% markup on the original agreement.
All other terms and conditions contained in the original Agreement, not specifically amended herein, shall remain in full effect.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the Mayor of Brenham and attested by the Secretary of the City of Brenham and Gunda Corporation LLC, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of ________________, 2020.

ENGINEER:
Gunda Corporation, LLC

By:
Name: Kyle A. Bertrand, PE
Title: Branch Manager

CITY OF BRENHAM

Milton Tate, Mayor

ATTEST:

Jeana Bellinger, City Secretary
AGENDA ITEM 15

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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Supplemental No. 1 to the Professional Services Agreement with Gunda Corporation, LLC Related to the Raw Water Intake Repair at Lake Somerville (Project No. E2016-06) and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: The original professional services agreement for $285,888 was approved by City Council on February 16, 2017.

This supplemental agreement from Gunda is amending the scope of services to include FEMA coordination and requests for information, survey control and construction management. This supplement also removes the 10% mark-up on the original agreement which is disallowed under 2 CFR Part 200 for federal awards.

We are recommending approval of this supplemental agreement for $22,070.50 bringing the total fees to $307,958.50.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Supplemental No. 1 to Professional Services Agreement for Engineering Services Related to Project No. E2016-06 City of Brenham Raw Water Intake Repair at Lake Somerville

FUNDING SOURCE (Where Applicable): Reimbursement from FEMA; New 2021 Certificates of Obligation

RECOMMENDED ACTION: Approve Supplemental No. 1 to the Professional Services Agreement with Gunda Corporation, LLC, in the amount of $22,070.50, related to the raw water intake repair at Lake Somerville (Project No. E2016-06) and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher
SUPPLEMENTAL No. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. E2016-06
CITY OF BRENHAM RAW WATER INTAKE REPAIR AT LAKE SOMERVILLE

THIS IS A SUPPLEMENTAL AGREEMENT amending an AGREEMENT between the CITY OF BRENHAM and GUNDA CORPORATION, LLC executed the 27th day of February 2017, relative to professional services for repairs to failing slope protection at the City’s raw water intake structure.

Upon execution of this Supplemental the scope and fee shall be amended as follows:

SUPPLEMENTAL No. 1 SECTION I
SCOPE OF AGREEMENT

The scope of services shall be amended to include supplemental professional engineering services for Federal Emergency Management Agency (FEMA) coordination and requests for information, survey control, and construction management.

SUPPLEMENTAL No. 1 SECTION VII
ENGINEER’S COMPENSATION

For and in consideration of the supplemental services rendered by Engineer pursuant to this Supplemental Agreement, the City shall pay Engineer on the basis set forth in Attachment “A” of the original agreement, plus a supplemental services fee of $22,070.50, for a total amended contract amount not to exceed $307,958.50, including reimbursable expenses. This supplement includes the removal of the 10% markup on the original agreement and Materials Testing.

<table>
<thead>
<tr>
<th>Water Intake Structure</th>
<th>Original Fees</th>
<th>Decrease due to 10% Sub Mark-Up</th>
<th>Requested Fee</th>
<th>Supplemental Services Fee</th>
<th>New Fee Totals</th>
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<tr>
<td>A. thru D. PM, Design, Bidding, Construction Phase Services</td>
<td>$117,700.00</td>
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<td><strong>$22,070.50</strong></td>
<td><strong>$307,958.50</strong></td>
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All other terms and conditions contained in the original Agreement, not specifically amended herein, shall remain in full effect.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the City Manager of said City and attested by the City Secretary and Gunda Corporation, LLC, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of ______________________, 2020.

ENGINEER:
Gunda Corporation, LLC

By: [Signature]
Name: Kyle A. Bertrand, P.E.
Title: Branch Manager

CITY OF BRENHAM, TEXAS

__________________________________________
Milton Tate, Mayor

ATTEST:

__________________________________________
Jeana Bellinger, City Secretary
AGENDA ITEM 16

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<th>DATE SUBMITTED:</th>
<th>DEPT. OF ORIGIN:</th>
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<tr>
<td>March 19, 2020</td>
<td>March 11, 2020</td>
<td>Finance</td>
<td>Carolyn D. Miller</td>
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MEETING TYPE:  
- ☑️ REGULAR  
- ☐ SPECIAL  
- ☐ EXECUTIVE SESSION

CLASSIFICATION:  
- ☐ PUBLIC HEARING  
- ☐ CONSENT  
- ☑️ REGULAR

ORDINANCE:  
- ☐ 1ST READING  
- ☐ 2ND READING  
- ☐ RESOLUTION

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Supplemental No. 1 to the Professional Services Agreement with Gunda Corporation, LLC Related to Storm Damage Repairs (Project No. E2017-01) and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: The original professional services agreement for $295,841 was approved by City Council on March 2, 2017.

Engineering services under Project No. E2017-01 included storm damage repairs with the original scope for three (3) bid packages. Bid packages #1 and #3 were bid as standalone. Package #2 was originally planned as one project bid package and then we were later informed that FEMA wanted this project broken into multiple packages. Package #2 was divided into three separate bid packages.

This supplemental agreement from Gunda is amending the scope of services to include FEMA and NRCS grant application administrative services, engineering costs for separate bid packages, survey control and construction management. This supplement also removes the 10% mark-up on the original agreement which is disallowed under 2 CFR Part 200 for federal awards.

The five projects under this agreement have been completed, and we are recommending approval of this supplemental agreement for $19,085.60 bringing the total fees to $314,926.60.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Supplemental No. 1 to Professional Services Agreement for Engineering Services Related to Project No. E2017-01 City of Brenham Storm Damage Repairs
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<th>FUNDING SOURCE (Where Applicable): Combination of FEMA reimbursement and General Fund reserves</th>
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<tr>
<td>RECOMMENDED ACTION: Approve Supplemental No. 1 to the Professional Services Agreement with Gunda Corporation, LLC, in the amount of $19,085.60, related to Storm Damage Repairs (Project No. E2017-01) and authorize the Mayor to execute any necessary documentation</td>
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<tr>
<td>APPROVALS: James Fisher</td>
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</table>
SUPPLEMENTAL No. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. E2017-01
CITY OF BRENHAM STORM DAMAGE REPAIRS

THIS IS A SUPPLEMENTAL AGREEMENT amending an AGREEMENT between the CITY OF BRENHAM and GUNDA CORPORATION, LLC executed the 8th day of March 2017, relative to professional services for storm damage repair to drainage facilities.

Upon execution of this Supplemental the scope and fee shall be amended as follows:

SUPPLEMENTAL No. 1 SECTION I
SCOPE OF AGREEMENT


SUPPLEMENTAL No. 1 SECTION VII
ENGINEER’S COMPENSATION

For and in consideration of the supplemental services rendered by Engineer pursuant to this Supplemental Agreement, the City shall pay Engineer on the basis set forth in Attachment “A” of the original agreement, plus a supplemental services fee of $19,085.60, for a total amended contract amount not to exceed $314,926.60, including reimbursable expenses. This supplement includes the removal of the 10% markup on the original agreement.
All other terms and conditions contained in the original Agreement, not specifically amended herein, shall remain in full effect.
IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the City Manager of said City and attested by the City Secretary and Gunda Corporation, LLC, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of ________________________, 2020.

ENGINEER:
Gunda Corporation, LLC

By: __________________________
Name: Kyle A. Bertrand, P.E.
Title: Branch Manager

CITY OF BRENHAM, TEXAS

________________________________________
Milton Tate, Mayor

ATTEST:

________________________________________
Jeana Bellinger, City Secretary
AGENDA ITEM 18

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<th>March 19, 2020</th>
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<tr>
<td>DATE SUBMITTED:</td>
<td>March 12, 2020</td>
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<tr>
<td>SUBMITTED BY:</td>
<td>James Fisher</td>
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AGENDA ITEM DESCRIPTION: Section 551.071 – Texas Government Code – Consultation with City Attorney and Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Consultation with City Attorney and Discussion Regarding the Barnhill Center at the Historic Simon Theater

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 19

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| AGENDA ITEM DESCRIPTION: | Section 551.071 – Texas Government Code – Consultation with Attorney – Consultation with City Attorney Regarding EEOC Charge No. 460-2020-00543 |

| SUMMARY STATEMENT: | To be discussed in Executive Session. |

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| ALTERNATIVES (In Suggested Order of Staff Preference): |

| ATTACHMENTS: | None |

| FUNDING SOURCE (Where Applicable): |

| RECOMMENDED ACTION: | None |

| APPROVALS: | Milton Y. Tate, Jr. |
**AGENDA ITEM 20**

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**DATE OF MEETING:** March 19, 2020  
**DATE SUBMITTED:** March 12, 2020  
**DEPT. OF ORIGIN:** Administration  
**SUBMITTED BY:** James Fisher

**MEETING TYPE:** Regular  
**CLASSIFICATION:** Regular  
**ORDINANCE:** Resolution

**AGENDA ITEM DESCRIPTION:** Discuss and Possibly Act Upon the Development, Operation and Possible Acquisition of the Barnhill Center at the Historic Simon Theater and Authorize the Mayor to Execute Any Necessary Documentation

**SUMMARY STATEMENT:** As discussed in Executive Session

**STAFF ANALYSIS (For Ordinances or Regular Agenda Items):**

A. PROS:

B. CONS:

**ALTERNATIVES (In Suggested Order of Staff Preference):**

**ATTACHMENTS:** None

**FUNDING SOURCE (Where Applicable):**

**RECOMMENDED ACTION:** As discussed in Executive Session

**APPROVALS:** Milton Y. Tate, Jr.