



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
FRIDAY, MAY 5, 2017 AT 8:30 A.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Attorney Cary Bovey**
- 3. Special Recognitions**
 - 3-a. Retirement**
 - **Wanda Kramer 41 Years**
 - 3-b. Service Recognitions**
 - **Stephen Draehn, Maintenance 5 Years**
 - **David Dudenhoeffer, Police Department 5 Years**
 - **Shawn Bolenbarr, Water/Wastewater Construction 10 Years**
- 4. Citizens Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

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

5-a. Minutes from the March 23, 2017 Regular City Council Meeting Pages 1-8

REGULAR SESSION

6. **Discuss and Possibly Act Upon a Professional Services Agreement with McCord Engineering, Inc. for the Replacement of Copper Electric Lines and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 9-20**
7. **Discuss and Possibly Act Upon Resolution No. R-17-007 Providing for the Termination of an Interlocal Agreement Between Washington County and the City of Brenham Related to the Critical Incident Command Unit** **Pages 21-31**
8. **Discuss and Possibly Act Upon Recommendations for Appointments to Various City Advisory Boards** **Pages 32-33**
9. **Discuss and Possibly Act Upon Resolution No. R-17-008 Approving the Brenham Community Development Corporation's Acquisition of Industrial Park Land and Approving a Promissory Note with the Brenham Community Development Corporation (BCDC) for a Portion of the Cost to Purchase Said Industrial Park Land** **Pages 34-47**
10. **Discuss and Possibly Act Upon Resolution No. R-17-009 Providing for the Termination and Release of the Section 43.035 Texas Local Government Code Development Agreement Between the City of Brenham and Ethel Gurrech** **Pages 48-57**
11. **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.

Adjourn

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

CERTIFICATION

I certify that a copy of the May 5, 2017 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 May 1, 2017 at **3:10 PM.**

Kacey A. Weiss

Deputy City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2017 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A joint meeting of the Brenham City Council and City of Brenham Planning and Zoning Commission was held on March 23, 2017 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 Gloria Nix
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Mary E. Barnes-Tilley
Councilmember Weldon Williams, Jr.

Members absent:

None

Others present:

City Manager Terry Roberts, Assistant City Manager of General Government Ryan Rapelye, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Comptroller Stacy Hardy, Human Resources Director Susan Nienstedt, Director of Community Services Wende Ragonis, Crystal Locke, Andria Heiges, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Erik Smith, Kim Hodde, Lori Lakatos, Kevin Boggus, Alyson Tofel, Sarah Hill, Todd Ashorn, and Karen Karsteter

Citizens present:

Walt Schoenvogel, Christi Flicker, Judith Finke, Kathryn Gummelt, Doug French, Lu Hollander, Randy French, Matt Childers, Chris Surface, Fred Sumbera, Debbie Bender, Sam Vernon, Marie Surovik, Jane Hinze, Jim Ripple, Randy Wells,

Media Present:

Arthur Hahn, Brenham Banner Press; and Noelle Buffam, KWHI

1. Call Meeting to Order

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

CITY COUNCIL – REGULAR AGENDA

7. **Retirements**

- **Sgt. Judson Hall 32 Years**
- **Karen Karsteter 20 Years**

8. **Proclamations**

- **Washington County Chamber of Commerce 100th Birthday**
- **Judith Finke 50 Years in Business**

3. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Annexing the Hereinafter Described Territory into the City of Brenham and Adopting a Service Plan: (City Council Action Item Only)**

Section 2017-1: Approximately 86.664 Acres of Land Situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031 Generally Consisting of Tracts with Frontage Along State Highway 36 North; Land Located West of and Adjacent to Dixie Street that is not Currently within the City Limits and Approximately 1,500 Feet from the “Cloverleaf” Intersection of Highway 290 West and State Highway 36 North, said property being more particularly described in Exhibit “A” attached to the Ordinance annexing the 86.664 acres.

Development Services Director Erik Smith presented this item. Smith explained that Staff has been working with Stylecraft Builders on a PD - Planned Development for the past year. Smith stated that the property itself is roughly 87 acres and is currently not located inside the city limits. Smith advised that the applicant has submitted a petition for voluntary annexation into the city limits. Smith noted that there have been two public hearings for this item.

A motion was made by Councilmember Goss and seconded by Councilmember Herring to approve an Ordinance on its first reading annexing the hereinafter described territory into the City of Brenham and adopting a service plan for the annexation of Section 2017-1: approximately 86.664 acres of land situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031 generally consisting of tracts with frontage along State Highway 36 North; land located west of and adjacent to Dixie Street that is not currently within the city limits and approximately 1,500 feet from the “Cloverleaf” intersection of Highway 290 West and State Highway 36 North, said property being more particularly described in Exhibit “A” attached to the Ordinance annexing the 86.664 acres.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

Chairman of the Planning and Zoning Commission, Walt Schoenvogel, called the Planning and Zoning Commission's meeting to order and opened the Public Hearing.

**JOINT SESSION OF THE BRENHAM CITY COUNCIL AND
THE CITY OF BRENHAM PLANNING AND ZONING (P&Z) COMMISSION**

JOINT SESSION – PUBLIC HEARING

4. **Public Hearing to Consider Amending Appendix A – “Zoning” of the Code of Ordinances to Change the Residential Single Family (R-1) Zoning District Classification to a Planned Development (PD) Zoning District Regarding the Property Being Annexed into the City of Brenham, Said Property Being More Specifically Described Below:**

Section 2017-1: Approximately 86.664 Acres of Land Situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031 Generally Consisting of Tracts with Frontage Along State Highway 36 North; Land Located West of and Adjacent to Dixie Street that is not Currently within the City Limits and Approximately 1,500 Feet from the “Cloverleaf” Intersection of Highway 290 West and State Highway 36 North, said property being more particularly described in Exhibit “A” attached to the Ordinance annexing the 86.664 acres.

Development Services Director Erik Smith presented this item. Smith explained that this is a public hearing for a zoning amendment to a Planned Development District for development of a mix of R-1 Single-Family Residential, R-2 Mixed Residential and B-1 Business/Residential Mixed Use District to establish a neighborhood commercial tract to serve the surrounding area.

Claire Land at 360 Westwood Lane stated she does not want the development because of the noise. She stated that she bought the property because of its peacefulness and will no longer have that once the development is there. She also advised that she was not notified of the change until she received a letter regarding the zoning meeting. Smith stated that there is a standard legal notification process and his department does meet the minimum requirements for notifying residents.

Marie Surovik at 1030 Dixie Road questioned if there has been any consideration about flooding and the movement of water and if this development will affect the flow of water coming off of Dixie Road. Smith stated this meeting is only for the zoning of the property and once this process is completed the developers will begin the design process. Surovik also asked if this will be a gated community. Smith stated that at this time the developer is not intending to gate the area.

JOINT SESSION – REGULAR AGENDA

5. **Discuss and Possibly Act Upon Recommendation to City Council Concerning Amendment of Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Change the Residential Single Family (R-1) Zoning District Classification to a Planned Development (PD) Zoning District Regarding the Property Being Annexed into the City of Brenham and More Specifically Described Below: *(Planning & Zoning Commission Action Item Only)***

Section 2017-1: Approximately 86.664 Acres of Land Situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031 Generally Consisting of Tracts with Frontage Along State Highway 36 North; Land Located West of and Adjacent to Dixie Street that is not Currently within the City Limits and Approximately 1,500 Feet from the “Cloverleaf” Intersection of Highway 290 West and State Highway 36 North, said property being more particularly described in Exhibit “A” attached to the Ordinance annexing the 86.664 acres.

Chairman Schoenvogel presented this action item to the Commission. A motion was made by Commission Member Nancy Low and seconded by Commission Member Calvin Kossie to table this item. Chairman Schoenvogel called for a vote and the motion passed with all Commission members voting yes.

6. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Change the Residential Single Family (R-1) Zoning District Classification to a Planned Development (PD) Zoning District Regarding the Property Being Annexed into the City of Brenham and More Specifically Described Below: (City Council Action Item Only)**

Section 2017-1: Approximately 86.664 Acres of Land Situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031 Generally Consisting of Tracts with Frontage Along State Highway 36 North; Land Located West of and Adjacent to Dixie Street that is not Currently within the City Limits and Approximately 1,500 Feet from the “Cloverleaf” Intersection of Highway 290 West and State Highway 36 North, said property being more particularly described in Exhibit “A” attached to the Ordinance annexing the 86.664 acres.

This item was passed.

CITY COUNCIL – REGULAR AGENDA

9. **Citizens Comments**

There were no citizen comments.

WORK SESSION

10. **Discussion and Update on a Possible Traffic Solution at the Intersection of S. Chappell Hill Street and Niebuhr Street**

Public Works Director Dane Rau presented this item. Rau explained that at the Council meeting on February 2nd a work session item regarding improvement options to S. Chappell Hill Street and the Niebuhr Street intersection was presented. Rau stated the first option was to make this intersection a controlled intersection by placing 2 additional stop signs on Chappell Hill Street. Rau noted the second option was to possibly obtain some of the property adjacent to the intersection and relocate the existing fence in order to ease the visibility at this intersection. Rau advised that Staff and Council agreed to try temporary stop signs until the end of school and see how this would work with the flow of traffic.

Rau stated that staff blocked off this intersection and created a situation in which vehicles were stopped on S. Chappell Hill Street. Rau advised that a fire truck was used to see the turn radius off of Niebuhr Street. Rau explained that when this was done, the distance between the mirrors of the turning fire truck and the vehicle stopped at the proposed location on S. Chappell Hill Street were within 2 feet of each other.

Rau advised that in order to prepare for option 2, Staff has received official quotes on the relocation of the fence and sign which is valued at \$14,482.16. Rau noted that Staff has also met with the property owner and they are willing to sell a portion of their land/backyard to make this happen. Rau stated that the total price for the land will be close to \$4,818 and the total projected cost with surveying will be around \$23,500.00.

Councilmember Barnes-Tilley stated that she drives through this intersection every day and feels that relocating the existing fence would be the best solution.

After further discussion, it was the consensus of the Council to proceed with removing the existing fence and relocating it.

11. Presentation of the Nancy Carol Roberts Memorial Library Statistics

Librarian Andria Heiges presented this item. Heiges gave an update on the public response to the new library facility and presented the Council with library statistics.

12. Presentation and Discussion on a Removable Bollard Traffic System in the Downtown Area

Police Chief Craig Goodman presented this item. Goodman explained that in December of 2016, he met with City Staff to discuss being proactive when it comes to protecting the numerous visitors, citizens, and participants of downtown events. Goodman stated that a team has been formed to research modifying the protective measures during community events such as Hot Nights, Cool Tunes, Maifest, Christmas Stroll, Juneteenth and other events in which the downtown streets are shut down and used for activities.

Goodman advised that by utilizing removable bollards instead of Type 2 barricades which are manned by Street Department personnel and Citizens on Patrol, Staff could provide a safer means for the pedestrians enjoying the events. Goodman noted that these temporary bollard sleeves would be installed on all city streets that adjoin both Main Street and Alamo Street such as St. Charles Street, Baylor Street, Park Street and Douglas Street, as well as an alley off of Alamo Street. Goodman advised that these bollards are meant to slow vehicles down and cause enough damage to the vehicle that it cannot continue on its pathway. Goodman stated that a quote was received to install 47 bollards and the estimated cost is \$23,265.

Councilmember Goss stated he understands the concerns for the side streets, but has a higher concern for Alamo and Main Streets. Goss also commented that this has not been budgeted for and feels that it should not all be funded by the street department. Goss stated that maybe some funding could be utilized through the Main Street program or that Staff could look to see if there are any grants available.

Chief Goodman explained that TxDOT controls Alamo and Main Streets and has restrictions on what can be placed on them. Public Works Director Dane Rau stated that TxDOT may allow the use of bollards, but Staff would need to meet with TxDOT officials to discuss it.

Rau stated that Staff will talk to the Downtown Association and will look for available grants to help fund the project.

REGULAR SESSION

13. Discuss and Possibly Act Upon Resolution No. R-17-005 Authorizing the Acceptance of a Grant in the Amount of \$72,800 from the Criminal Justice Division of the Governor's Office for Conversion to the National Incident-Based Reporting System (NIBRS)

Police Chief Craig Goodman presented this item. Goodman explained that Staff submitted a grant application for funding assistance to comply with the mandatory conversion to NIBRS reporting. Goodman stated that Staff received notice on February 28, 2017 that the application was approved. Goodman noted that this is a reimbursement grant with no match.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve Resolution No. R-17-005 authorizing the acceptance of a grant in the amount of \$72,800 from the Criminal Justice Division of the Governor's Office for Conversion to the National Incident-Based Reporting System (NIBRS).

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

14. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Council meetings in April will be on the 6th and 20th
- Council Pre Budget Meeting will be May 11th
- Council meetings in May will be on the 4th and 18th
- Council Budget Workshops are July 12th through 14th

Public Works Director Dane Rau reported on the following:

- Update on the Railroad Quiet Zone at FM 109

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 6

DATE OF MEETING: May 4, 2017	DATE SUBMITTED: April 28, 2017															
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Professional Services Agreement with McCord Engineering, Inc. for the Replacement of Copper Electric Lines and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Attached is an agreement from McCord Engineering, Inc. for engineering services related to the copper conductor replacement and power line rehabilitation for fiscal years 2016/2017 and 2017/2018. This is a project that we have discussed over the past couple of years. The project will replace about 18 miles of the 24 miles of copper conductor left in our system with aluminum, rehabilitate the power lines by replacing substandard poles, add additional transformers to remove open wire secondaries, and provide some right-of-way tree trimming. The estimated time to complete the entire scope of work is two (2) years. The services to be provided include, but are not limited to, perform field inventory of the existing electric facilities to be rehabbed, prepare construction drawings, specifications, and material lists and send preliminary findings to the City for approval, prepare "For Bid" documents, prepare "Approved for Construction" documents, review all monthly invoices from contractor, perform periodic inspections of construction to ensure it is being done according to City's specifications, obtain required signatures from other governmental agencies which may impact the Project, obtain necessary permits, licenses, etc. from TxDOT, railroad, and pipeline companies prior to final approval, Materials required for this project will be obtained through the purchasing agreement between the City and the LCRA. The engineering fees for this project are estimated at a maximum of \$300,000 and shall be invoiced monthly, based on work completed. Staff recommends council approve the Agreement for Engineering Services with McCord Engineering, Inc.																

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Professional Services Agreement for Engineering Services
FUNDING SOURCE (Where Applicable): Bond Funds
RECOMMENDED ACTION: Approve a Professional Services Agreement with McCord Engineering, Inc. for the replacement of copper electric lines and authorize the Mayor to execute any necessary documentation
APPROVALS: Terry K. Roberts

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. 61C-148C
CITY OF BRENHAM
FISCAL YEAR 2016/2017 & 2017/2018
COPPER CONDUCTOR REPLACEMENT & POWER LINE REHABILITATION**

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

THIS AGREEMENT made on the _____ day of _____, 2017 entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and McCord Engineering, Inc. (MEI) ("Engineer").

WITNESSETH:

WHEREAS, the City desires to change out a portion of the existing copper conductor to aluminum and rehabilitate the power line by replacing substandard poles, adding additional transformers in order to remove open wire secondary, and some right-of-way for tree trimming. (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide project planning, project management, 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.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is 730 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 \$300,000.00, including reimbursable expenses 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:

McCord Engineering, Inc.
Attn: Mr. Rex Woods, P.E.
916 Southwest Parkway East
College Station, TX 77840

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
Attn: City Engineer
P.O. Box 1059
Brenham, TX 77834-1059

SECTION X LIMIT OF APPROPRIATION

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

SECTION XI SUCCESSORS AND ASSIGNS

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

SECTION XII MODIFICATIONS

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

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the 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 McCord Engineering, Inc., acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2017.

ENGINEER:

McCord Engineering, Inc.

By: _____
Name: Rex N. Woods, P.E.
Title: Vice President

CITY OF BRENHAM, TEXAS

Milton Y. Tate Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

ATTACHMENT “A”

PART A - SCOPE OF SERVICES City of Brenham Fiscal Year 2016/2017 & 2017/2018 Copper Conductor Replacement & Power Line Rehabilitation

City of Brenham Fiscal Year 2016/2017 & 2017/2018 Copper Conductor Replacement & Power Line Rehabilitation 61C-148C

This effort is intended to provide professional engineering services as described in the Contract, and as further defined by this Attachment A, Scope of Services. Reference to Director throughout Attachment A refers to the City Engineer, Assistant City Manager-Public Utilities or the City appointed representative.

Description of Project

The Project generally is described as the 2016/2017 and 2017/2018 Copper Conductor Replacement and Power Line Rehabilitation. We understand the scope of the project to be as follows:

1. The City has budgeted \$2,000,000 for the City's electric system to change out a substantial portion of their existing copper conductor to aluminum. During this conductor change out, the City will also rehabilitate (rehab) the power line by replacing substandard poles, adding additional transformers in order to remove open wire secondary, and some ROW tree trimming. MEI will perform the following scope of work for the rehab of the City's power lines.
 - a. Perform field inventory of the existing electric facilities to be rehabbed. The Engineer shall include the use of Unmanned Aerial Vehicles to obtain the field information, if cost effective. Note that the City staff will indicate the areas of town to be rehabbed.
 - b. Prepare staking sheets, construction drawings, specifications, and material lists.
 - c. Send the preliminary findings to the City for review.
 - d. Meet with City to discuss findings, if required.
 - e. After the City's approval, prepare "For Bid" documents and send out a construction contract to procure a Contractor to perform the copper change out and rehab.
 - f. Work with the LCRA to get material ordered for the copper change out and rehab. This purchase will be done under the current purchasing agreement between the City and the LCRA.
 - g. Prepare "Approved for Construction" documents and send to the chosen contractor for them to begin the copper change out and rehab.

- h. Review all monthly and final invoicing from the construction contractor and the LCRA to ensure their validity prior to the City paying said invoices.
- i. Perform periodic inspection and ultimately final inspection of the construction contractor's work to ensure it has been done according to the City's specifications.

The estimated time to complete the entire scope of work is two (2) years. Note that MEI will communicate with the City's staff during all phases of the scope of work.

Reference Standards and Criteria

1. General Services

- a. The Engineer shall reference the City's Project Title and City's Project File Numbers on all correspondence and submittals.
- b. The Engineer shall manage the efforts of the project team members and Consultants, assign manpower, delegate responsibilities, review work progress, monitor conformance to the scope regarding the budget and schedule, and otherwise direct the progress of the work.
- c. Periodic meetings shall be held to review the progress of the engineering effort, or to address other issues which may arise. The Director shall initiate meetings that include the Engineer and his Consultants, and if necessary, the Director and other applicable parties. The Engineer shall prepare and deliver meeting record memorandum of decisions and action items to the City within 3 working days after each meeting.
- d. The Engineer shall notify the Director immediately of any deviation from the Scope of Engineering Services and Fee agreed to in this Scope of Services. The Engineer shall not perform services outside of the Contract scope without an Amendment to this Contract.
- e. Submit invoices on City's standard form to document and present the current status of each milestone noted to record activities and deliverables completed within the month, and to note activities planned for next month.

2. Engineering Design and Bidding Services

- a. The Engineer shall prepare necessary engineering plans, specifications, and engineer's opinion of probable construction costs, necessary for bidding and construction of the copper change out and power line rehabilitation described above. Plans and specifications prepared by the Engineer shall be in general conformance with applicable City of Brenham guidelines, standard details, documentation, and procedures for public infrastructure. In addition, if required, the Engineer shall:
 - i. Obtain required signatures from other governmental agencies, public utilities, and private utilities, which may impact the Project prior to final approval by the Director. Governmental agencies include, but are not limited to, Washington County, TxDOT, and USACE. Utility signatures include, but are not limited to, Bluebonnet Electric, AT&T, and cable TV.

- ii. Obtain necessary approvals (permits, license agreements, etc.) from TxDOT, Washington County, railroad, and pipeline companies prior to final approval by the Director.
 - b. After the City's approval, the engineer shall prepare bid documents for the copper conductor change out and power line rehabilitation.
 - c. The Engineer shall assist the City in preparation and conducting the pre-bid conference for the project, including preparation of meeting minutes.
 - d. The Engineer shall prepare necessary addenda to address issues or clarifications necessary for completion of the bidding process.
 - e. The Engineer shall furnish a tabulation of bids received with a written recommendation for the award of a construction contract, and submit within 24-hours after the bid opening.
3. Construction Support Services
- a. The Engineer shall make site visits during times when the contractor is actively performing major construction activities. The site visits should be a minimum of one visit per site location weekly, after the contractor has mobilized and is working.
 - b. The Engineer shall attend and/or lead construction progress meetings on behalf of the City, review contractor submittals, respond to contractor questions, and provide approval/disapproval recommendations to the City.

PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES
City of Brenham
Fiscal Year 2016/2017 & 2017/2018

Copper Conductor Replacement & Power Line Rehabilitation
Project No. 61C-148C

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 of Brenham.

The estimated maximum compensation is \$300,000 and shall be invoiced monthly based on work completed according to the Engineer's Standard Hourly Fee Schedule:



McCord Engineering, Inc.
916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

Exhibit A
CONFIDENTIAL

TO: City of Brenham

January 1, 2017

FEE SCHEDULE

A. Engineering Services Rendered

1. Mileage in accordance with the current IRS rate.
2. Out of pocket expenses (Meals, Motel, Postage, Printing, etc.) - at cost.
3. Salaries and Wages - Below is our current hourly rates by position title for MEI personnel. These rates are valid for one year.

President/Owner\$345.00-\$390.00

Registered Professional Engineers

Level 1\$105.00-\$150.00

Level 2\$150.00-\$220.00

Engineering Assistants/Project Managers

Level 1\$50.00-\$90.00

Level 2\$90.00-\$110.00

Level 3\$110.00-\$150.00

Level 4\$150.00-\$200.00

Field Services Representatives

Level 1\$45.00-\$55.00

Level 2\$50.00-\$64.00

Level 3\$64.00-\$70.00

Level 4\$70.00-\$90.00

Level 5\$90.00-\$110.00

Administrative

Level 1\$25.00-\$80.00

Level 2\$100.00-\$145.00

Draftsmen

Level 1\$40.00-\$60.00

Level 2\$60.00-\$70.00

Level 3\$70.00-\$85.00

Computer Programmer\$50.00-\$60.00

Drone Services (amount per hour)

Drone Pilot\$240.00

Drone Processor\$160.00

Drone Spotter\$120.00

Drone Equipment\$160.00

Drone w/Lidar\$410.00

Our services are billed on a monthly basis with payment due net 30 days.

ATTACHMENT “B”

INSURANCE



AGENDA ITEM 7

DATE OF MEETING: May 5, 2017	DATE SUBMITTED: April 20, 2017	
DEPT. OF ORIGIN: Fire Department	SUBMITTED BY: Ricky Boeker	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☒ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possible Act Upon Resolution No. R-17-007 Providing for the Termination of an Interlocal Agreement Between Washington County and the City of Brenham Related to the Critical Incident Command Unit		
SUMMARY STATEMENT: This ILA was executed in April of 1998 when the City & County decided to jointly fund a Critical Incident Command Unit which was a used motor home. After it started having mechanical issues it was sold and our current used travel trailer was purchased to take its place. It was purchased on a 50/50 cost share according to the ILA. At the current time it is having mechanical issues and is in the need of upgrades to make it more useable on scenes. The FD Emergency Vehicle Technician (EVT) staff that has been doing the maintenance on it has brought it to my attention that we should consider selling this unit on GovDeals. It seems that every time it is exercised more issues arise. I have talked with the Brenham Police Chief, Sheriff, EMS Director and we are all in favor with selling the trailer on GovDeals. I also met with the County Commissioners during a workshop and discussed with them about selling the trailer as well and they are also in agreement with the plan. I am asking to terminate this ILA with Washington County and sell the travel trailer on GovDeals and divide the proceeds 50/50 between City of Brenham and Washington County.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Resolution No. R-17-007; (2) Interlocal Agreement Between Washington County and City of Brenham for Critical Incident Command Unit; and (3) Photo of Command Unit		
FUNDING SOURCE (Where Applicable): N/A		

RECOMMENDED ACTION: Approve Resolution No. R-17-007 providing for the termination of an Interlocal Agreement between Washington County and the City of Brenham related to the critical incident command unit

APPROVALS: Terry K. Roberts

RESOLUTION NO. R-17-007

A RESOLUTION PROVIDING FOR THE TERMINATION OF THE INTERLOCAL AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF BRENHAM FOR A CRITICAL INCIDENT COMMAND UNIT

WHEREAS, on March 31, 1998, the City of Brenham entered into an agreement entitled “Interlocal Agreement Between Washington County and City of Brenham For Critical Incident Command Unit” (“Interlocal Agreement”) the acquisition, administration and maintenance of a Critical Incident Command Unit (“Unit”) for law enforcement, and associated costs, said Interlocal Agreement being attached hereto as Exhibit “A” and incorporated herein for all pertinent purposes; and

WHEREAS, the City of Brenham and Washington County shared equally (50/50) in the acquisition cost of the Unit and Washington County further agreed to pay the sum of \$1,000.00 each year to the City of Brenham for annual maintenance and operation of the Unit; and

WHEREAS, Fire Chief Ricky Boeker, notified the Washington County Commissioners at their meeting on April 4, 2017 of the City’s desire to sell the Unit since it is no longer needed by law enforcement or any other public service agency; and

WHEREAS, the Washington County Commissioners agreed with the City’s recommendation to sell the Unit since it is no longer used by any public safety agencies; and

WHEREAS, the City of Brenham shall share any proceeds received from the sale of the Unit equally (50/50) with Washington County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham, Texas that the existing “Interlocal Agreement Between Washington County and City of Brenham For Critical Incident Command Unit” attached hereto as Exhibit “A” be terminated, and any proceeds received from the sale of the Critical Incident Command Unit be shared equally with Washington County. The City Secretary is directed to provide written notice to Washington County regarding the City’s termination of this Interlocal Agreement.

PASSED AND APPROVED on this the _____ day of _____, 2017.

ATTEST:

Milton Y. Tate, Jr.,
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"
INTERLOCAL AGREEMENT
BETWEEN WASHINGTON COUNTY AND CITY OF BRENHAM
FOR CRITICAL INCIDENT COMMAND UNIT

THIS AGREEMENT is entered into by and between the following parties: the City of Brenham, a Home Rule City 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".

WHEREAS, City and County each determined that it would be mutually advantageous for the administration and maintenance of a law enforcement Critical Incident Command Unit; and

WHEREAS, the operational experience has indicated certain operational and maintenance terms and conditions are appropriate at this time; and

WHEREAS, City and County have negotiated this interlocal agreement in order to promote clarity and ease of understanding; and

WHEREAS, City and County have considered several cost allocation and payment options during the negotiation of this agreement and want to allocate costs in the most precise way that is economically feasible considering the current systems available to each of them and, as new facilities and systems are developed, want to continue to explore alternatives to enhance these operations in cost effective ways; and

WHEREAS, City and County are authorized to enter into this agreement in all respects by TEX. GOV'T. CODE ANN., Ch. 791;

NOW, THEREFORE, CITY AND COUNTY AGREE AS FOLLOWS:

1.0 Terms and Conditions of Critical Incident Command Unit

The attached Exhibit A entitled Management of Critical Incident Command Unit is hereby made a part of this contract, and constitutes promised performances of the parties to this agreement.

2.0 Effective Date

This agreement is effective from March 31st, 1998.

3.0 Purpose

The purpose of the agreement is to provide for the operation and cost of a Critical Incident Command Unit between the County and the City.

4.0 Breach

The failure of either party to comply with the terms and conditions of this agreement shall constitute a breach of this agreement.

5.0 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.

6.0 Term, Renewal

This interlocal agreement as properly amended or modified from time to time, shall automatically renew annually on the beginning of the successive fiscal year unless terminated by either party in accordance with other provisions of this agreement.

7.0 Payment

The City and County agree to pay equally the acquisition costs.

8.0 Texas Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

9.0 Notice

All notices sent pursuant to this interlocal agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notice sent pursuant to this interlocal agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 E. Main Street, Suite 104
Brenham, Texas 77833

Notices sent pursuant to this Interlocal 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 77834-1059

When notices sent 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 for notice under this Interlocal Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

10.0 Current Revenue

10.01 The City shall pay for services rendered by the County, pursuant to this interlocal agreement, from current revenue funds.

10.02 The County shall pay for services rendered by the City, pursuant to this interlocal agreement, from current revenue funds.

11.0 Legal Construction

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.

12.0 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 of 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 party 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 County, has any authority to modify this agreement except

pursuant to express authority to do so granted by the Commissioners Court of Washington County. No official, representative, agent or employee of City, has any authority to modify this agreement except pursuant to express authority to do so granted by the City Council of the City of Brenham.

13.0 General Administration

A Coordinating Committee is hereby established, whose purpose will be the furtherance of the cooperative effort continued by this agreement, and shall be comprised of the Sheriff and the Chief of Police.

14.0 Parties Bound

This agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and assigns where permitted by this agreement.

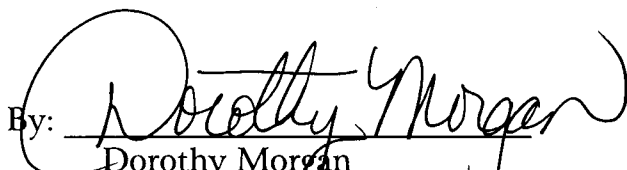
15.0 Gender

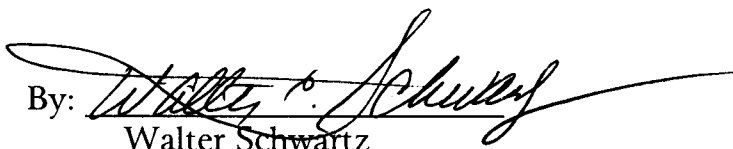
Words of gender used in this agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless this agreement requires otherwise.

IN WITNESS WHEREOF, CITY and COUNTY have hereby entered this agreement.

WASHINGTON COUNTY

CITY OF BRENHAM

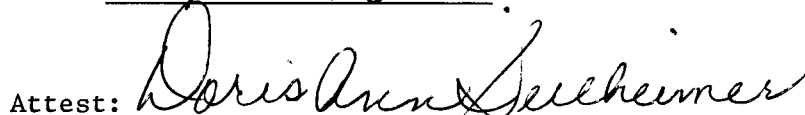
By: 
Dorothy Morgan
County Judge

By: 
Walter Schwartz
Mayor

Date: 4-27-98

Date: 4-2-98

Attest: 
Beth Rothermel
County Clerk

Attest: 
Doris Ann Seilheimer
City Secretary

WASHINGTON COUNTY SHERIFF

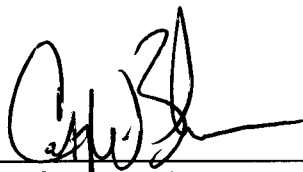
CITY OF BRENHAM

By:



J.W. Jankowski
Sheriff

By:



Gary Buchanan
Chief of Police

Date:

4-23-98

Date:

4-23-98

EXHIBIT A

MANAGEMENT OF CRITICAL INCIDENT COMMAND UNIT

1.0 Manager of System

- 1.01 The Chief of Police shall be designated as the manager of the Critical Incident Command Unit for the purposes of operations, maintenance, and modifications of the Vehicle.
- 1.02 The Patrol Commander of the City Police Department shall be responsible for the on-site management of the Critical Incident Command Unit during any and all operations. If the Patrol Commander is unavailable, the on-site management shall become the responsibility of the Investigative Services Commander.

2.0 Operation of the Critical Incident Command Vehicle

- 2.01 The term "Critical Incident Command Unit" shall mean the 1995 Cobra '31 Monterrey Diesel, VIN# 4S7RT9P15SC015949, which is jointly owned by both City and County for the primary purpose of supporting public safety emergency incidents.
- 2.02 The Critical Incident Command Unit shall be available for dispatch on a twenty-four (24) hour, seven (7) day a week basis.
- 2.03 Requests for the dispatch of the Critical Incident Command Unit are received through the Central Communications Center and forwarded to the Chief of Police or the Patrol Commander, whichever is immediately available, for authorization. Upon authorization, the Command Unit will be delivered to the site by the Patrol Commander or his designee. At no time shall the vehicle be operated by a peace officer below the rank of Sergeant.
- 2.04 The Critical Incident Command Unit is available for dispatch to any incident or occurrence that is of emergency nature and requires the coordination of more than one emergency service, or has the potential to be greater than four hours in duration. Each request will be evaluated based on the merits of the request and the mission requested for the Critical Incident Command Unit.
- 2.05 The County shall commit a sum of \$1,000 each year towards the daily maintenance and operation of the Critical Incident Command Unit. The City assumes all other daily storage, maintenance, and operational costs.

- 2.06 City and County shall share the costs of equipment and upgrades to the Critical Incident Command Unit at the rate of 50/50 which are provided to meet emergency public safety and management needs. Recommendations for modifications or equipment purchases for upgrades which require the allocation of funds by the respective governing bodies will be presented by the Chief of Police with supporting recommendation written approval from the directors of EMS, Fire, Sheriff and respective Emergency Management Coordinators.

The purchase of equipment based on the 50/50 sharing provision must be based on agreement by both bodies before said purchase is made. Either party may purchase equipment for inclusion in the Critical Incident Command Unit at their sole expense without the approval of the other.

- 2.07 If this agreement is terminated prior to the end of the useful life of any equipment that was purchased by City and County under the agreement, all equipment will be divided 50/50 between the parties. If the property was purchased at one party's sole expense or received by that party as a donation, then the property reverts to said purchaser/donee.

- 2.08 The City shall purchase liability insurance at an amount that covers the maximum claim under the Texas Tort Claims Act and property coverage equal to the net book value of the Critical Incident Command Unit.





AGENDA ITEM 8

DATE OF MEETING: May 5, 2017	DATE SUBMITTED: April 28, 2017															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Recommendations for Appointments to Various City Advisory Boards																
SUMMARY STATEMENT: When advisory board appointments were presented to the City Council back in December, there were vacancies left unfilled on the Board of Adjustments, Main Street Board and the Planning and Zoning Commission. City staff who work with our various boards have visited with prospective board members who have expressed, in the past, an interest in serving. The past few weeks staff has received Request for Appointment forms for the following Boards: <u>Board of Adjustments:</u> This position became vacant last year with the resignation of Mike Haywood. City staff reached out to Johanna Fatheree and she has agreed to serve on the Board. Ms. Fatheree is a local real estate broker and has a bachelor's degree in social work from the University of Texas. She has served on several local community boards and various volunteer organizations. Ms. Fatheree will complete the unexpired term of Mike Haywood and her term on the Board will expire on December 31, 2018. <u>Planning and Zoning:</u> This position became vacant when Charlie Pyle was elected as the At Large-Place 5 Councilmember. City staff reached out to Keith Behrens and he has agreed to serve on the P&Z Board. Mr. Behrens is a local developer with the Devlan Group and has a civil engineering degree from Texas A&M University. He also has served on several local community boards and various volunteer organizations. Mr. Behrens will complete the unexpired term of Charlie Pyle and his term on the Board will expire on December 31, 2017. <u>Main Street Board (2 Positions):</u> This position became vacant when Susan Cantey was elected as the At Large-Place 6 Councilmember. City staff reached out to Dona Lynn Parker, the owner of Dona Lynn's Unique Gifts in downtown Brenham. Ms. Parker has been a downtown business owner since 2010 and a resident of Brenham for 9 years. Ms. Parker will complete the unexpired term of Susan Cantey and her term on the Board will expire on December 31, 2017.																

This position has been vacant for quite some time due to the resignation of Tommy Upchurch. City staff reached out to Tom Whitehead, the owner/manager of KWHI radio. Mr. Whitehead has a bachelor's degree in journalism from the University of Texas and has served on several local community boards and various volunteer organizations. Mr. Whitehead's term on the Board will expire on December 31, 2018.

As outlined in the City's board policy, all board member applications are given to the Mayor and I for review and consideration. After reviewing the applications of Johanna Fatheree, Keith Behrens, Dona Parker and Tom Whitehead we are requesting that the Council approve their appointments as presented.

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: Approve the recommendation for appointments to the Board of Adjustments, Main Street Board and the Planning and Zoning Commission as presented.

APPROVALS: Terry K. Roberts



AGENDA ITEM 9

DATE OF MEETING: May 5, 2017	DATE SUBMITTED: April 28, 2017															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-17-008 Approving the Brenham Community Development Corporation's Acquisition of Industrial Park Land and Approving a Promissory Note with the Brenham Community Development Corporation (BCDC) for a Portion of the Cost to Purchase Said Industrial Park Land and Authorize the Mayor to Execute the Necessary Documentation																
SUMMARY STATEMENT: At the September 22, 2016 meeting, the BCDC board authorized the President to enter into an earnest money contract for the purchase of approximately 45 acres for industrial park purposes. At the October 13, 2016 council meeting, the City Council adopted Resolution No. R-16-028 approving a Promissory Note between the City and BCDC in the amount of \$500,000 for the purchase of the land. Since October, the City Attorney has been working with the seller's attorney to finalize the sales contract and clear up various title commitment exceptions. The sales contract and exceptions have all been taken care of and a survey has been completed for the property, and this land transaction is scheduled to close on May 5, 2017. Due to the amount of time between Council's first approval of this item and the closing date of May 5 th , the Promissory Note, debt schedule and legal description must be updated with new information.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Resolution No. R-17-008; and (2) Promissory Note																
FUNDING SOURCE (Where Applicable):																

RECOMMENDED ACTION: Approve Resolution No. R-17-008 approving the Brenham Community Development Corporation's acquisition of industrial park land and approving a promissory note with the Brenham Community Development Corporation (BCDC) for a portion of the cost to purchase said industrial park land

APPROVALS: Terry K. Roberts

RESOLUTION NO. R-17-008

A RESOLUTION REPEALING RESOLUTION NO. R-16-028 AND APPROVING A PROJECT OF THE BRENHAM COMMUNITY DEVELOPMENT CORPORATION (BCDC)

WHEREAS, the Brenham Community Development Corporation (“BCDC”) desires to acquire approximately 44.068 acres of land for industrial park purposes and has approved the project and expenditure of funds for the acquisition of said land located at the intersection of FM 389 and FM 332 in Brenham, Washington County, Texas, said property being further described in Exhibit “A” attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City of Brenham, Texas approved Resolution No. R-16-028 on October 13, 2016 approving said project, the expenditure of BCDC funds for the project, and the City’s assistance in the form of a loan to the BCDC to finance a portion of the acquisition cost the land; and

WHEREAS, since the date of City Council’s approval of Resolution No. R-16-028, the delivery date of the financing and legal description of the property have changed, and such changes resulted in revisions to the original exhibits to Resolution No. R-16-028; and

WHEREAS, the City Council desires to repeal Resolution No. R-16-028 and adopt this Resolution No. R-17-008 to include the updated Exhibits “A” and “B”; and

WHEREAS, the City Council of the City of Brenham desires to approve said project and expenditure of BCDC funds for the project, and further desires to assist the BCDC with a portion of the financial resources necessary to acquire the land;

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

1. That Resolution No. R-16-028 is hereby repealed and of no further effect.
2. That the City Council hereby approves the above-referenced project and expenditure of BCDC funds for the acquisition of land for industrial park purposes, and in order to promote local economic development and stimulate business and commercial activity in the City, further approves the provision of assistance to the BCDC with a portion of the financial resources necessary to acquire the land, in the form of a loan in the amount of \$500,000.00 to the BCDC, upon the terms set out in Exhibit “B” attached hereto and incorporated herein for all purposes.

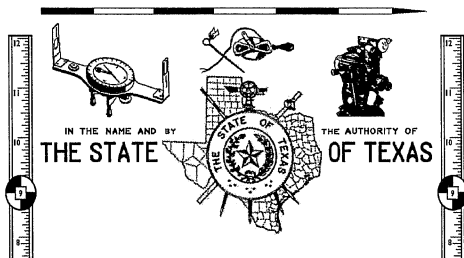
3. That the Mayor is hereby authorized to execute any and all documents, including without limitation a promissory note and deed of trust appropriate to document and secure the loan described herein, necessary to implement this Resolution.

APPROVED on this the 5th day of May, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



HODDE & HODDE
LAND SURVEYING, INC.
Registered Professional Land Surveying
613 E. Blue Bell Road
Brenham, Texas 77833-2411

OFFICE PHONE: (979) 836-5681
FAX: (979) 836-5683
www.hoddesurveying.com
TEXAS FIRM REGISTRATION NO. 10018800

W. O. No. 7218

Exhibit "A"

THE STATE OF TEXAS

COUNTY OF WASHINGTON

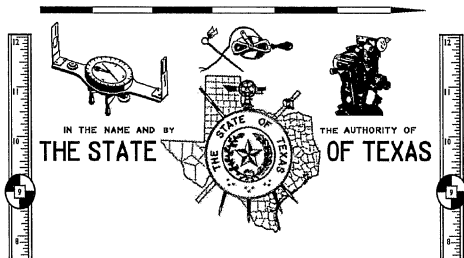
SURVEYOR'S LEGAL DESCRIPTION

44.068 ACRES

All that certain tract or parcel of land, lying and being situated in Washington County, Texas, part of the Phillip Coe Survey, A-31, being part of the same land described as 8.835 acres in the deed from W. C. Beerwinkel to Ethel Witte Gurrech, dated October 13, 1976, as recorded in Volume 349, Page 183, in the Deed Records of Washington County, Texas, and being the residue of the same land described as 45.21 acres, less 8.835 acres, in the deed from Harry K. Lesser, et al, Independent Executors of the Estate of W. C. Beerwinkel, Deceased, to Ethel Witte Gurrech, dated July 30, 1980, as recorded in Volume 398, Page 560, in the Deed Records of Washington County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a South right-of-way line of F. M. Highway No. 389 for the Northeast corner hereof and of said original tract called 45.21 acres, a 1/2 inch iron rod found for the Northwest corner of the Adolph C. Wehmeyer tract called 1.000 acre, as recorded in Volume 303, Page 305, in said Deed Records of Washington County, Texas bears N 17°35'05" W 1.11 feet;

THENCE along the East line hereof, being along a portion of the East line of said original tract called 45.21 acres and along a portion of the East line of said original tract called 8.835 acres, common with a West line of the Country Side Manufactured Home Community (Subdivision), Section 1, Lot 1 called 8.848 acres, a map or plat of said Subdivision being of record in Plat Cabinet File Slide No. 634-B, in the Plat Records of Washington County, Texas, and common with a portion of the West line of the Country Side Manufactured Home Community (Subdivision), Section 2, Lot 1 called 7.000 acres, a map or plat of said Subdivision being of record in Plat Cabinet File Slide No. 657-A, in the Plat Records of Washington County, Texas, being partly along or near an existing fence, S 17°35'05" E, at 206.94 feet pass a 1/2 inch iron rod found for the Southwest corner of said Wehmeyer tract called 1.000 acre, common with a Northwest corner of said Country Side Manufactured Home Community (Subdivision), Section 1, Lot 1, at 1458.24 feet pass a 5/8 inch iron rod found with Id. cap (Jones & Carter) for the Southwest corner of said Country Side Manufactured Home Community, Section 1, Lot 1 called 8.848 acres, common with the Northwest corner of said Country Side Manufactured Home Community, Section 2, Lot 1 called 7.000 acres, and at a total distance of 2505.58 feet to a 1/2 inch iron rod found with Id. cap (RPLS 2835) at an 8 inch treated fence corner post on a North margin of Industrial Boulevard for



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TEXAS FIRM REGISTRATION NO. 10018800

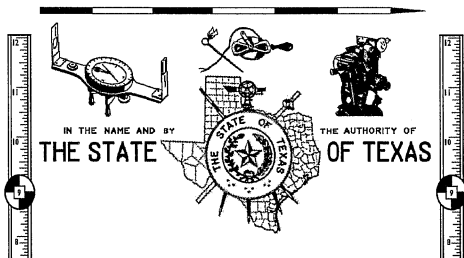
the Southeast corner hereof, being on the West line of said Country Side Manufactured Home Community, Section 2, Lot 1 called 7.000 acres, and being the Northeast corner of the Washington County tract called 0.2951 acre, as recorded in Volume 1408, Page 356, in the Official Records of Washington County, Texas;

THENCE along North margins of said Industrial Boulevard, common with North lines of said Washington County tract called 0.2951 acre, for South lines hereof, being along or near an existing fence, S 72°36'17" W 498.14 feet to a 5/8 inch iron rod found with Id. cap (RPLS 2835) at a 7 inch treated fence post for an exterior angle point of said Washington County tract called 0.2951 acre, being an interior angle point hereof, and S 71°05'19" W 248.56 feet to a 5/8 inch iron rod found with Id. cap (RPLS 2835) near a 7 inch treated fence corner post on a North margin of said Industrial Boulevard at its intersection with a curved portion of an East right-of-way line of F. M. Highway No. 332 for the Northwest corner of said Washington County tract called 0.2951 acre, being the Southwest corner hereof;

THENCE along a curved portion of an East right-of-way line of said F. M. Highway No. 332 for a West line hereof, being partly along or near an existing fence, being a curve to the left, through a central angle of 16°43'14", having a radius of 358.37 feet, an arc length of 104.58 feet and a chord of N 11°26'44" W 104.21 feet to a broken off concrete monument (highway right-of-way marker) found at the end of said curved portion of an East right-of-way line of said F. M. Highway No. 332;

THENCE along East right-of-way lines of said F. M. Highway No. 332 for West lines hereof, being partly along or near an existing fence, N 19°48'21" W, at 347.8 feet pass a 1/2 inch iron rod found and a 3/8 inch iron rod found 0.4 feet West of this line for the Northwest corner of said original tract called 8.835 acres, and at a total distance of 753.26 feet to a broken off concrete monument (highway right-of-way marker) found, N 18°35'21" W 715.10 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying), a 3/8 inch iron rod found (disturbed) bears N 17°20'30" W 2.57 feet, N 16°42'21" W 893.80 feet to an "X" marked in concrete on a telecom equipment slab at a flare in the East right-of-way line of said F. M. Highway No. 332 for and exterior angle point hereof, being the South corner of the State of Texas tract called 0.043 acre, as recorded in Volume 201, Page 561, in said Deed Records of Washington County, Texas, the Southwest corner of said slab bears S 18°37' W 2.8 feet, and N 18°23'24" E 87.31 feet to a broken off concrete monument (highway right-of-way marker) found on an East right-of-way line of said F. M. Highway No. 332 at the end of said flare, at its intersection with a South right-of-way line of said F. M. Highway No. 389 for an exterior corner hereof, being the Northeast corner of said State of Texas tract called 0.043 acre;

THENCE along South right-of-way lines of said F. M. Highway No. 389 for North lines hereof, N 74°43'37" E 644.36 feet to a broken off concrete monument (highway right-of-way marker) found and N 72°23'22" E 68.39 feet to the Place of Beginning and containing 44.068 acres of land.



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TEXAS FIRM REGISTRATION NO. 10018800

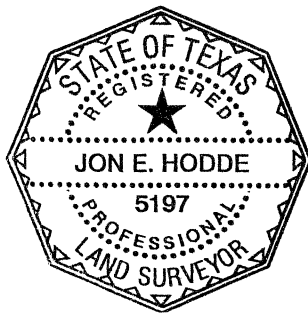
The bearings stated herein are relative to the Texas State Plane Grid System, NAD-83, Central Zone 4203, based on the Lower Colorado River Authority (LCRA) Monument A-424, having published grid coordinates of N: 10,039,046.481 - E: 3,532,398.742. Distances stated herein are ground distances. Convergence angle at N: 10,039,046.481 - E: 3,532,398.742 is 2°00'51.03", combined scale factor is 0.99999195.

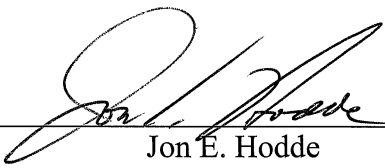
There was a separate survey map prepared in conjunction with this metes and bounds description. This description is based on the Land Title Survey and plat made by Jon E. Hodde, Registered Professional Land Surveyor No. 5197 on April 3, 2017, and revised on April 19, 2017.

I, Jon E. Hodde, Registered Professional Land Surveyor No. 5197 of the State of Texas, do hereby certify that the foregoing legal description describing 44.068 acres of land is true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

Dated this the 3rd day of April, 2017, A. D.

Revised April 19, 2017, A. D.




Jon E. Hodde
Registered Professional
Land Surveyor No. 5197

Preliminary

Exhibit "B"**BCDC**

\$500,000 Note

Assumes May 5, 2017 Delivery

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/05/2017	-	-	-	-	-
08/15/2017	-	-	4,513.89	4,513.89	-
09/30/2017	-	-	-	-	4,513.89
02/15/2018	-	-	8,125.00	8,125.00	-
08/15/2018	-	-	8,125.00	8,125.00	-
09/30/2018	-	-	-	-	16,250.00
02/15/2019	-	-	8,125.00	8,125.00	-
08/15/2019	55,000.00	3.250%	8,125.00	63,125.00	-
09/30/2019	-	-	-	-	71,250.00
02/15/2020	-	-	7,231.25	7,231.25	-
08/15/2020	60,000.00	3.250%	7,231.25	67,231.25	-
09/30/2020	-	-	-	-	74,462.50
02/15/2021	-	-	6,256.25	6,256.25	-
08/15/2021	60,000.00	3.250%	6,256.25	66,256.25	-
09/30/2021	-	-	-	-	72,512.50
02/15/2022	-	-	5,281.25	5,281.25	-
08/15/2022	60,000.00	3.250%	5,281.25	65,281.25	-
09/30/2022	-	-	-	-	70,562.50
02/15/2023	-	-	4,306.25	4,306.25	-
08/15/2023	65,000.00	3.250%	4,306.25	69,306.25	-
09/30/2023	-	-	-	-	73,612.50
02/15/2024	-	-	3,250.00	3,250.00	-
08/15/2024	65,000.00	3.250%	3,250.00	68,250.00	-
09/30/2024	-	-	-	-	71,500.00
02/15/2025	-	-	2,193.75	2,193.75	-
08/15/2025	65,000.00	3.250%	2,193.75	67,193.75	-
09/30/2025	-	-	-	-	69,387.50
02/15/2026	-	-	1,137.50	1,137.50	-
08/15/2026	70,000.00	3.250%	1,137.50	71,137.50	-
09/30/2026	-	-	-	-	72,275.00
Total	\$500,000.00	-	\$96,326.39	\$596,326.39	-

Yield Statistics

Bond Year Dollars	\$2,963.89
Average Life	5.928 Years
Average Coupon	3.2500000%
Net Interest Cost (NIC)	3.2500000%
True Interest Cost (TIC)	3.2506070%
Bond Yield for Arbitrage Purposes	3.2506070%
All Inclusive Cost (AIC)	3.2506070%

IRS Form 8038

Net Interest Cost	3.2500000%
Weighted Average Maturity	5.928 Years

17 BCDC Note \$500k (4/28) | SINGLE PURPOSE | 4/28/2017 | 3:18 PM

Promissory Note

Date: _____, 2017

Borrower: Brenham Community Development Corporation, a Texas non-profit corporation created pursuant to art. 5190.6, Tex. Rev. Civ. Stat. Ann., and the Texas Non-Profit Corporation Act.

Borrower's Mailing Address:

Brenham Community Development Corporation
200 W. Vulcan
Brenham, Texas 77833
Washington County

Lender: City of Brenham, a Texas Home Rule Municipality.

Place for Payment:

City of Brenham, c/o Finance Department, 200 W. Vulcan, Brenham, Texas 77833, or any other place that Lender may designate in writing.

Principal Amount: \$500,000.00

Annual Interest Rate: 3.25%

Maturity Date: September 30, 2026

Annual Interest Rate on Matured, Unpaid Amounts: 3.25%

Terms of Payment (principal and interest):

The Principal Amount and interest are due and payable in annual installments according to the amortization schedule in Exhibit "A" attached hereto and incorporated herein for all purposes and continuing until the Principal Amount and accrued, unpaid interest have been paid in full. Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount.

Security for Payment: This note is secured by a deed of trust dated _____, 2017 from Brenham Community Development Corporation to _____, trustee, which covers the following real property:

All that certain tract or parcel of land lying and being situated in Washington County, Texas, being more particularly described on Exhibit B attached hereto and incorporated herein for all purposes.

Other Security for Payment: None

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Notwithstanding any other provision of this note, in the event of a default, before exercising any of Lender's remedies under this note or any deed of trust securing it, Lender will first give Borrower written notice of default and Borrower will have ten (10) days after notice is given in which to cure the default. If the default is not cured ten (10) days after notice, Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Prepayment: Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Application of Prepayment: Prepayments will be applied first to accrued interest and the remainder to installments on principal in the inverse order of maturity so that they will be applied to the last maturing principal installments first. These prepayments will not reduce the amount or time of payment of the remaining installments, which will continue until the Principal Amount and all accrued interest are paid. Interest on the prepaid principal will immediately cease to accrue.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt. Each Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

A default exists under this note if (1) (a) Borrower or (b) any other person liable on any part of this note or who grants a lien or security interest on property as security for any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party; (2) any warranty, covenant, or representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made; (3) a receiver is appointed for Borrower, any Other Obligated Party, or any property on which a lien or security interest is created as security (the "Collateral Security") for any part of this note; (4) any Collateral Security is assigned for the benefit of creditors; (5) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (6) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; (7) any of the following parties is dissolved, begins to wind up its affairs, is authorized to dissolve or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the dissolution or winding up of the affairs of any of the following parties: Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; and (8) any Collateral Security is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral security of like kind and quality or restored to its former condition.

If any provision of this note conflicts with any provision of a loan agreement, deed of trust, or security agreement of the same transaction between Lender and Borrower, the provisions of the deed of trust will govern to the extent of the conflict.

This note will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction.

Brenham Community Development Corporation

City of Brenham, Texas

Terry K. Roberts
President

Milton Y. Tate, Jr.
Mayor

ATTEST:

ATTEST:

Jeana Bellinger
Secretary

Jeana Bellinger, TRMC, CMC
City Secretary

Preliminary

Exhibit "A"**BCDC**

\$500,000 Note

Assumes May 5, 2017 Delivery

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
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09/30/2023	-	-	-	-	73,612.50
02/15/2024	-	-	3,250.00	3,250.00	-
08/15/2024	65,000.00	3.250%	3,250.00	68,250.00	-
09/30/2024	-	-	-	-	71,500.00
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IRS Form 8038

Net Interest Cost	3.2500000%
Weighted Average Maturity	5.928 Years

17 BCDC Note \$500k (4/28) | SINGLE PURPOSE | 4/28/2017 | 3:18 PM



AGENDA ITEM 10

DATE OF MEETING: May 5, 2017	DATE SUBMITTED: April 28, 2017															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-17-009 Providing for the Termination and Release of the Section 43.035 Texas Local Government Code Development Agreement Between the City of Brenham and Ethel Gurrech																
SUMMARY STATEMENT: Please see attached memo from Terry K. Roberts, BCDC President																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):																
A. PROS:																
B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Resolution No. R-17-009; (2) Memo from Terry K. Roberts, BCDC President; and (3) Section 43.035 Texas Local Government Code Development Agreement																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve Resolution No. R-17-009 providing for the termination and release of the Section 43.035 Texas Local Government Code Development Agreement between the City of Brenham and Ethel Gurrech																
APPROVALS: Terry K. Roberts																

RESOLUTION NO. R-17-009

A RESOLUTION PROVIDING FOR THE TERMINATION AND RELEASE OF THE SECTION 43.035 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BRENHAM AND THE PROPERTY OWNER(S)

WHEREAS, on March 14, 2014, the City entered into an agreement entitled “Section 43.035 Texas Local Government Code Development Agreement” (the “Development Agreement”) with the Owner, said Agreement being attached hereto as Exhibit “A” and incorporated herein for all pertinent purposes; and

WHEREAS, the Development Agreement limits for a specific period of time the City’s ability to annex certain land described in the Development Agreement (the “Property”), and addresses other development matters associated with the Property; and

WHEREAS, the Brenham Community Development Corporation (the “BCDC”) is in the process of acquiring the Property, and closing of the transaction is scheduled for May 5, 2017; and

WHEREAS, the BCDC desires to acquire the Property and subsequently request annexation of the Property into the City’s corporate limits, and therefore the BCDC has requested that the City and the Owner enter into an agreement terminating the Development Agreement and releasing the parties thereto from any and all obligations provided for in or arising out of the Development Agreement; and

WHEREAS, the City and the Owner of the Property mutually desire to terminate the Development Agreement and fully release each other from any further obligations of performance and other matters provided for in or arising out of the Development Agreement, subject to the mutual execution of the appropriate termination and release instrument by the City and the Owner at the closing of the sale of the Property to the BCDC;

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

1. The City Council hereby approves the termination and release of the Development Agreement and all obligations of performance and other matters provided for in or arising out said Development Agreement, subject to the mutual execution of the appropriate termination and release instrument and other necessary documents by the City and the Owner(s) of the Property.

2. The Mayor is hereby authorized to execute any and all necessary documents to implement the provisions of this Resolution, including but not limited to the appropriate termination and release instrument.

PASSED AND APPROVED on this the _____ day of _____, 2017.

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



*Brenham Community
Development Corporation*

To: Mayor and City Council

From: Terry K. Roberts, BCDC President 

Subject: **Request To Terminate Development Agreement**

Date: April 28, 2017

The Brenham Community Development Corporation is in the process of acquiring an approximately 45 acre tract of land in the vicinity of the Southwest Industrial Park. It is an item you have seen before when the Council approved a financing arrangement with the BCDC. The new acreage will be referred to as Southwest Industrial Park (SWIP) Section 4. This tract is located near FM 389 and FM 332.

In 2014, the City of Brenham annexed several tracts in the area of this property but agreed to leave this tract out of the city limits but instead to enter into a Development Agreement with the owners of this 45 acre tract. At the time, the owners wanted to keep their tract outside the city limits of the City of Brenham. Essentially the agreement provides that as long as the tract remains in agricultural use, the City agrees to leave the tract out of the city limits for five years.

The 2014 agreement to remain outside the city limits is binding on the City and the owners of the property as well as their successors and assigns. With the BCDC purchasing the tract for industrial development, it is the desire of the BCDC to terminate and release the development agreement and respectfully petition for annexation.

The BCDC Board of Directors are aware this condition is currently on the property and they are aware that I am making this request to the City Council. Therefore I, as President of the Brenham Community Development Corporation, hereby formally request the City Council terminate and release the BCDC from the development agreement as the prospective new owners of the tract.

This item needs your approval before we close on the real estate transaction.

STATE OF TEXAS)
)
COUNTY OF WASHINGTON)

3129

SECTION 43.035 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Brenham, Texas (the “City”) and the undersigned property owner(s) (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the “Property”) in Washington County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Washington County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Washington County, the City, or any other governmental entity having jurisdiction over the Property until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. However, the Owner may construct an accessory structure to an existing single family dwelling or a structure necessary for the continued use of the tax exempted property in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, this Agreement may immediately be terminated unilaterally by the City upon written notice to the Owner, and such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is five (5) years from the date that the Mayor's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R-1 Single Family Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Brenham
Attn: Mayor
P.O. Box 1059
Brenham, Texas 77834-1059

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Washington County, Texas. This Agreement is binding upon the City and the Owner and their respective heirs, successors and/or assigns.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Exclusive venue for any claim, lawsuit, dispute or legal proceeding arising out of or involving this Agreement shall be in Washington County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 14 day of March, 2014.

Ethel Gurreck
Owner

Printed Name: ETHEL GURRECK

Owner

Printed Name: _____

Owner

Printed Name: _____

Owner

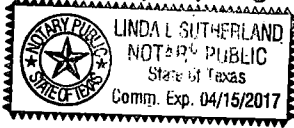
Printed Name: _____

Milton Y. Tate, Jr.
Printed Name: Milton Y Tate, Jr.
Mayor, City of Brenham, Texas

THE STATE OF TEXAS }

COUNTY OF WASHINGTON

This instrument was acknowledged before me on the 14th day of March 2014, by KATEL GURRECK, Owner.



Linda L. Sutherland
Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

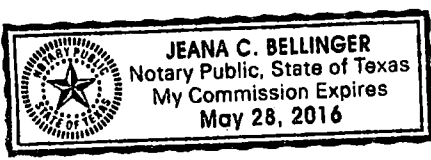
This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on the 27th day of March, 2014, by Milton Y. Tate, Jr., Mayor, City of Brenham, Texas.



Jeana C. Bellinger
Notary Public, State of Texas



1 inch = 517 feet

Exhibit "A"



3020 Industrial Blvd.



FILED FOR RECORD
WASHINGTON COUNTY, TEXAS

2014 JUN 16 PM 3:43

Beth A. Rothermel
WASHINGTON COUNTY CLERK

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on
the date and at the time affixed hereon by me and
was duly RECORDED in the volume and page of the
OFFICIAL RECORDS of Washington County, Texas, as
stamped hereon by me on

JUN 17 2014



Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas