



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JANUARY 4, 2024 AT 1:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - City Manager Carolyn Miller**
- 3. Proclamations**
 - Sanctity of Human Life Day**
- 4. Citizen Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

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

- 5.a. Approve Ordinance No. O-24-001 on Its Second Reading to Repeal Ordinance No. O-22-018 Relating to a Non-Exclusive Franchise to Skoot-N-Hauler to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits**

REGULAR SESSION

- 6. Discuss and Possibly Act Upon Resolution No. R-24-001 Authorizing the Publication of Notice of Intention to Issue Certificates of Obligation, Series 2024.**

7. **Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Burditt Consultants, LLC Related to Jackson Street Park Improvements and Authorize the Mayor to Execute Any Necessary Documentation**
8. **Discuss and Possibly Act Upon Bid No. 2023-04 Related to the 2023 City Street Onyx Resurfacing Project and Authorize the Mayor to Execute Any Necessary Documentation**
9. **Discuss and Possibly Act Upon the Purchase of One (1) Yale Lift Truck for the City of Brenham Central Warehouse through BuyBoard Contract No. 685-22 and Authorize the Mayor to Execute Any Necessary Documentation**
10. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to Emergency Management Coordinator Services and Authorize the Mayor to Execute Any Necessary Documentation**
11. **Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-appointments to Various City Boards and Commissions and Authorize the Mayor to Execute Any Necessary Documentation**
12. **Administrative/Elected Officials Report**

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

EXECUTIVE SESSION

13. **Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**
14. **Section 551.074, Texas Government Code - Personnel Matters - Discussion Concerning the Retirement of the City Manager, Potential Roles/Duties of the Retiring City Manager in Facilitating the Transition to a New City Manager, and the Appointment, Employment, Evaluation, and Duties of a New City Manager, and Associated Issues**

ADJOURN

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

CERTIFICATION

I certify that a copy of the agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Friday, December 29, 2023 at 10:00 a.m.

Jeana Bellinger, TRMC, CMC
City Secretary

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

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

Signature

Title

PROCLAMATION

WHEREAS, The United States of America has affirmed the unalienable right to life in the Declaration of Independence and has guaranteed that no person shall “be deprived of life without due process” in the Fifth and Fourteenth Amendments to the Constitution; and

WHEREAS, On January 22, 1973, the U. S. Supreme Court decided in *Roe v. Wade* to deprive the unborn of that right; and

WHEREAS, President Ronald Reagan in 1984 proclaimed the first National Sanctity of Human Life Day as Sunday, January 22, the anniversary of the 1973 Supreme Court ruling; and

WHEREAS, In the words of President Reagan, “I call upon the citizens of [Brenham, Texas] to gather in their homes, places of work, and places of worship to give thanks for the gift of life, and to reaffirm our commitment to the dignity of every human being and the sanctity of each human life.”

WHEREAS, On June 24, 2022, the U. S. Supreme Court overturned *Roe v. Wade*, thereby removing federal interference in the state’s right to set its own policies; and

WHEREAS, The state of Texas has restored the right to life of the unborn through the Human Life Protection Act; and

WHEREAS, During the 49 years that *Roe v. Wade* was in effect, more than 63,000,000 unborn lives were lost.

NOW, THEREFORE, I, Atwood C. Kenjura, Mayor of Brenham, Texas, do hereby proclaim Sunday, January 21, 2024, as

SANTITY OF HUMAN LIFE DAY

Atwood C. Kenjura
Mayor

ORDINANCE NO. O-24-001

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS MAKING CERTAIN FINDINGS OF FACT; REPEALING ORDINANCE NO. 0-22-018; REVOKING AND CANCELLING THE FRANCHISE GRANTED TO SKOOT N HAULER, LLC IN SAID ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A SEVERABILITY, REPEALER AND SAVINGS CLAUSE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETING

WHEREAS, the City of Brenham (“City”) entered into a franchise agreement (“Agreement”) with Skoot N Hauler, LLC (“Provider”) on September 15, 2022 pursuant to the enactment of Ordinance No. O-22-018; and

WHEREAS, the Provider is no longer providing roll-off services within the City of Brenham; and

WHEREAS, pursuant to Section 24 of the Agreement, Provider has notified the City that it wishes to terminate the Agreement; and

WHEREAS, the City acknowledges the receipt and adequacy of Provider’s notice of termination, and agrees to terminate the Agreement, and revoke Ordinance O-22-018,

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

SECTION 1.

That Ordinance No. O-22-018 is hereby repealed, and the Agreement entered into between the City of Brenham, Texas and Skoot N Hauler, LLC as enacted by Ordinance No. O-22-018 is hereby revoked and cancelled pursuant to Article 24 of the Agreement.

SECTION 2. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION 3. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

SECTION 4. REPEALER

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

SECTION 5. SAVINGS CLAUSE

The repeal of any ordinance or part of ordinances effected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions any ordinances at the time of passage of this Ordinance.

SECTION 6. PROPER NOTICE AND MEETING

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

PASSED and APPROVED on its first reading this the 21st day of December 2023.

PASSED and APPROVED on its second reading this the 4th day of January 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting **AGENDA ITEM 6**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-24-001
Authorizing the Publication of Notice of Intention to Issue
Certificates of Obligation, Series 2024.

Meeting Date: January 4, 2024

Department: Finance

Staff Contact: Stacy Hardy, Finance Director

SUMMARY STATEMENT:

During Council budget workshops related to the FY23-24 Budget, we discussed issuing certificates of obligation (COs) for water and wastewater system improvements. The projects total \$11 million and include \$1.9 million for groundwater projects, \$1.6 million for the water plant expansion, \$1.6 million for water distribution projects, and \$5.9 million for wastewater collection projects. The water projects include the first phase of our water system expansion project which is currently in the engineering design phase. The agenda item today is giving notice of the City's intent to issue Certificates of Obligation, Series 2024 not to exceed \$11 million for these purposes including bond issuance costs.

Jennifer Ritter, the City's financial adviser, has prepared the attached Issuance Timetable. The initial step in the financing process is to give notice of your intent to issue the certificates of obligation, and upon your approval, the notice itself will be published in the Brenham Banner Press and on the City's website. Ms. Ritter will handle securing the pricing and bring it back to Council for action at the March 7, 2024 meeting.

Your agenda packet includes the Resolution that gives notice of intent to issue the certificates of obligation.

ATTACHMENTS:

1. Resolution No. R-24-001 Notice of Intent
2. 2024 CO Timeline

RECOMMENDATION:

Approve Resolution No. R-24-001 authorizing the publication of Notice of Intention of Issue Certificates of Obligation.

RESOLUTION NO. R-24-001

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 4th day of January, 2024.

Atwood C. Kenjura, Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC, City Secretary

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Brenham, Texas (the “City”), will meet at 200 W. Vulcan, Brenham, Texas at 1:00 p.m. on the 7th day of March, 2024, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation (the “Certificates”), in the maximum aggregate principal amount not to exceed ELEVEN MILLION DOLLARS (\$11,000,000), payable from ad valorem taxes and from a limited pledge of certain surplus revenues of the City’s combined utility system in an amount not to exceed \$1,000, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with the (1) construction, acquisition and improvement of the City’s waterworks system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (2) construction, acquisition and improvement of the City’s sanitary sewer system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; and (3) professional services incurred in connection with items (1) and (2), and to pay the costs incurred in connection with the issuance of the Certificates. The estimated combined principal and interest required to pay the Certificates on time and in full is \$17,135,806. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 5.00%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting a resolution adopted by City Council on January 4, 2024, which resolution is available from the City upon request) is \$25,558,906, and based on the City’s expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$32,858,257.

WITNESS MY HAND, this 4th day of January, 2024.

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

EXHIBIT B

SELF-SUPPORTING DEBT

**Principal Amount
Designated as Self
Supporting**

Series Designation

\$12,966,094

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

City of Brenham, Texas Summary Timetable for Issuance of Combination Tax & Revenue Certificates of Obligation, Series 2024

- | | |
|------------------------------|---|
| *Thursday, January 4, 2024* | <ul style="list-style-type: none"> • City Council adopts a resolution directing publication of notice of the City's intention to issues Certificates of Obligation (COs). |
| Tuesday, January 9, 2024 | <ul style="list-style-type: none"> • First publication of notice of the City's intention to issue COs (must be at least 46 days prior to date of award by statute.) Bond counsel to coordinate with City Secretary. Notice must also be published on City website. |
| Tuesday, January 16, 2024 | <ul style="list-style-type: none"> • Second publication of notice of the City's intention to issue COs. |
| Week of February 11, 2024 | <ul style="list-style-type: none"> • Rating agency call with City. |
| Wednesday, February 28, 2024 | <ul style="list-style-type: none"> • Ratings are received. |
| Thursday, February 29, 2024 | <ul style="list-style-type: none"> • Preliminary Official Statement is electronically distributed by financial advisor. |
| *Thursday, March 7, 2024* | <ul style="list-style-type: none"> • COs are priced by financial advisor through competitive sale. • Award. COs are awarded by City Council to winning underwriter(s). |
| Thursday, March 28, 2024 | <ul style="list-style-type: none"> • Closing. COs are delivered and proceeds received by City. |

* Requires Official Council Meeting.



City Council Regular Meeting **AGENDA ITEM 7**

Agenda Item: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Burditt Consultants, LLC Related to Jackson Street Park Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: January 4, 2024

Department: Parks

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

In the 2023-24 BCDC budget staff requested funds to start improving Jackson St Park. This will be a phased approach and will enhance an older park after serving our community for over 40 yrs. City staff, with the help of BCDC, has worked its way through several parks by directing money for needed upgrades that will allow the parks system to keep being a major part of Brenham. In the past upgrades were done to Henderson Park (19-20) and Jerry Wilson (21). It is now time to focus on Jackson St Park.

A presentation was made to the Brenham Parks Board along with BCDC in May of 2022, which was in line with the Parks Master Plan and input received from members of the community related to Jackson St Park. During the 2022-23 BCDC funding meeting, \$715,000 was allocated to begin improvements to this park.

Staff has previously worked with Burditt Consultants LLC on a master plan for this park and it is now time to engage Burditt to begin the process of a final design so work can begin in 2024. Burditt has provided a PSA which consists of design fees, survey, Geotech work, structural and MEP services, attending several meetings, develop opinion of probable costs, prepare final plans, bidding services, advertising, provide inspection and bring the project to substantial completion.

This PSA is valued at \$132,607 which includes basic services fees of \$90,607 and supplemental fees of \$42,000. This will leave the total construction costs to enhance the Park at \$582,393.

The main scope of work for the improvements will be to bring the entire park up to ADA specifications, improve the restrooms at the lower part of the park by pickleball and basketball, add new playscape areas for the youth, upgrade the electrical along the walking trail and open fields, upgrade the pavilion on Mansfield St going away from the

rental facility and looking at an open air pavilion with newer restrooms as well as planning for an additional 4-6 courts for pickleball. Many other items will be looked at and a Phase II would be expected but these are the main items in Phase I.

We have heard a lot of good input recently from the community about Jackson St Park and a survey was conducted in August giving both staff and Burditt a good starting point and focus. Additional meetings will be had with Parks Board before a final set of plans will be decided on with amenities.

We respectfully ask Council to approve staff moving forward with a professional services agreement in the amount of \$132,607 with Burditt Consultants LLC to begin improvements to Jackson St Park.

ATTACHMENTS:

1. PSA for Jackson St. Park Improvements

RECOMMENDATION:

Approve a Professional Services Agreement between the City of Brenham and Burditt Consultants, LLC, in the amount of \$132,607.00, related to Jackson Street Park Improvements and authorize the Mayor to execute any necessary documentation.

December 6, 2023

Dane Rau
Director of Public Works
200 W. Vulcan
Brenham, TX 77833

Re: Master Plan Phase One – Jackson Street Park

Dear Mr. Rau,

**RE: Proposal for Landscape Architecture Design Services;
Jackson St Park Improvements**

Thank you for the opportunity to provide landscape architecture design services for the Jackson Street Park project.

Based upon our understanding of the project, the attached Exhibit A provides an outline of our proposed Scope of Basic Services and Fees.

Please execute below to approve of this assignment.

We look forward to continuing work together and are available to discuss any questions you have or for comments regarding revisions you suggest as appropriate.

Sincerely,



J. Shane Howard
Sr. Vice President

APPROVED: City of Brenham

By: _____

DATE: _____

Cc: Claudia Walker, RLA, ASLA
Dale K. Clarke, RLA, ASLA

Attachment: Exhibit "A" Scope of Work
2023 Burditt Consultants Hourly Rate Sheet
Terms and Conditions

Conroe:
310 Longmire Road
Conroe, Texas 77304

Bryan:
105 N. Main, Ste. 123
Bryan, Texas 77803

www.burditt.com

Conroe 936.756.3041
Bryan 979.977.5846
Fax 936.539.3240

Statement of Jurisdiction:

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding a registrant's professional practices. The Board may be contacted at:

TEXAS BOARD OF ARCHITECTURAL EXAMINERS
P. O. BOX 12337 – AUSTIN, TX 78711-2337

Exhibit A Scope of Work

PROJECT UNDERSTANDING

We understand from our conversations with you the following work shall be included in this proposal. The project goals are to:

- Provide a refined Schematic Design Plan indicating an overall amenity package providing the best options within budget to get the most value and impact for the Park in this first phase of work. These options will include the design and consideration of an additional pickle ball facility consisting of 4-6 courts.
- Initial publicly financed project budget is \$715,000 including soft costs of design fees, survey, Geotech, structural and MEP.
- Initial construction budget for the first phase of the park is \$582,393.
- Burditt Consultants will have a preliminary design ready to show within three to four weeks upon notice to proceed.

SCOPE OF BASIC SERVICES

Services provided will proceed according to the tasks outlined below and as identified in a Burditt work plan to be developed upon commencement of the project.

TASK ONE – Preliminary Design Phase

Based on input from City staff, and site conditions, Burditt will develop the proposed Conceptual Design options (up to 3), and initial budgets (Opinions of Probable Costs – OPC). This will include supplements or edits to the plan to include the following:

- I. **Project Inventory and Conceptual Design:**
 - A. Initial Meeting to establish project understanding and objectives with City's Project Manager.
 - B. Confirm schedule, identify milestones, and target deliverables.
 - C. Initial visit to identify sign location opportunities and site constraints.
 - D. Collect existing base materials (base maps, easements, utilities, drawings, studies, meeting notes etc.) and site information from the Client
 - E. Develop 1-3 design concepts based upon Client input and preferences, existing conditions, materials.
 - F. Develop OPC (opinion of probable costs) for each concept.
 - G. Attend Parks Board meeting to receive feedback from the Board.
 - H. Attend up to two Client meetings for concept review and selection.
 - I. Based on client feedback, refine the selected donor wall concept, OPC and location plan and elevations.

TASK TWO – Final Design and Construction Phase

Final Design is comprised of Construction Documents, Bidding and Construction Administration phases. Upon authorization, Construction Documentation will be developed based on approved Concept and OPC.

- I. **Final Design:**
 - A. Upon authorization, begin Construction Document preparation.
 - B. Prepare Final Construction Document Design at specific percentages as directed by Client.
 - C. Documents to be reviewed by City and sub-committee at 60%-90%-100%
 - D. Update Final Opinion of Probable Costs and review with Client for approval.
 - E. Produce Final Sealed Landscape Architecture Plans, Details, and Specifications.
 - F. Produce Final Sealed Plans, Details and Specifications.
 - G. Assist with Bidding, RFI, and Addendums as needed.
 - H. Subconsultants Included in the fees are: Civil, Structural, MEP, and Registered Accessibility Specialist

and TDLR (TAS 2012) Review

II. Bid/Award & Construction Observation:

- A. Provide AutoCAD drawings as requested.
- B. Respond to applicable requests for information (RFI) and questions from bidding contractors.
- C. Issue Addenda as required.
- D. Attend the Project Pre-Construction Conference.
- E. Perform Construction Observation site visits at intervals appropriate to the stage of construction as related to project elements.
- F. Issue Observation Reports following site visits.
- G. Provide recommendations to address changed or unforeseeable conditions that may manifest during construction.
- H. Review and make recommendations on, product submittals, test results and other submittals from contractors.
- I. Attend construction progress meetings appropriate to project milestones of project schedule.
- J. Perform Substantial Completion Site Visit to prepare punch list items for completion.
- K. Submit Substantial Completion Observation Report.
- L. Conduct Final Completion Observation/Closeout; deliver Closeout Report.

Based on the proposed Exhibit "A" Scope of Basic Services and general program as currently understood, we propose the following lump sum fees:

FEE PROPOSAL

I. BASIC SERVICES FEE:

A. BASIC SERVICES FEE:

Based on the proposed Scope of Work, we propose the following fee structure for services:

TASK ONE:	Preliminary Conceptual Design and renderings	\$32,000.00
TASK TWO:	Final Design Fee	\$39,286.00
TASK THREE:	Bidding/Construction Administration.....	<u>\$19,321.00</u>
	TOTAL PROJECT FEES	\$90,607.00

II. ADDITIONAL SERVICES & SUPPLEMENTAL SERVICES FEES:

Any relevant Additional Services or Supplemental Services will be discussed with City and followed by a scope and cost proposal from the proposed subconsultant and/or Burditt Consultants. This proposal will be submitted to the City for approval prior to engaging the subconsultant or providing with additional work.

Supplemental Services Fees are invoiced to City at actual cost plus an administrative markup fee of 10% to account for tort and performance risk, coordination costs, and administrative costs. These costs will be invoiced to the City upon receipt of subconsultant invoices with copies of subconsultant invoices included for transparency.

A Supplemental Services budget of \$42,000 is established to provide Survey and Geotechnical assessment. This is inclusive of the 10% administrative markup. Proposals will be submitted to the City for approval.

III. EXPENSES:

All anticipated expenses are included in the Basic Services Fees. Therefore, no anticipated expenses are included within the fees for the current project scope. Additional sub-consultants or services that may be requested by the City in addition to those currently required for the project shall be provided as an Additional Service and shall be

invoiced as described in Item II, Additional Services & Supplemental Services above.

TO BE PROVIDED BY CLIENT

Client shall provide the following information as available:

1. Any available site plans, relevant documents, utilities or easements.

2023 HOURLY RATES

HOURLY RATES APPLY ONLY TO ADDITIONAL SERVICES OR FOR REQUESTS MADE OUTSIDE OF BASIC SERVICES. Hourly Basis Rates for Professional Services not covered under Basic Services and requested by Owner shall be at the following rates:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$225
Program Manager	\$200
Project Manager	\$175
Project Architect/Landscape Architect	\$160
Senior Planner	\$160
Senior Urban Forester	\$160
Wetland Scientist	\$150
Natural Resource Planner/Forester	\$150
Planning Associate	\$150
Licensed Irrigator	\$150
Geographic Information Systems (GIS) Planner	\$135
Architecture/Landscape Architecture Associate	\$115
CAD Designer II	\$ 90
CAD Designer I	\$ 80
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 55

Invoices are prepared monthly with payments due 30 days of receipt. Interest at the rate of 1 ½ % per month will be charged on all accounts not paid by the 30th day following the billing date. Reimbursable expenses and necessary sub-consultants not currently required by project and approved by Owner shall be invoiced at cost plus ten percent (10%).

TERMS AND CONDITIONS

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at an agreed upon lump sum or the Burditt established hourly rates. Additional assignments include, but are not limited to, any changes due to revisions in the original scope of work, base data relating to this matter, any additional meetings or services and any such services requested by Client. Additional services will be provided, with prior written authorization from Client, and will be invoiced as additional services.

PAYMENT OF FEES

For the scope of services stated herein, Client agrees to pay Consultant the compensation stated in this Agreement. Consultant agrees to submit invoices monthly for services rendered. Invoices shall be forwarded upon completion or, based upon the percentage of completion. Invoices are due and payable, in Conroe, Texas. Payments to the Consultant shall be made within 10 business days following receipt of payment from the Owner. The Client shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Client shall pay the Consultant in proportion to the amounts received from the Owner which are attributable to the Consultant's services rendered and Reimbursable Expenses incurred (if included in scope of services).

REIMBURSABLE EXPENSES

Necessary reimbursable expenses, such as mileage (@ \$0.58 per mile), copies (CAD plots), blue or blackline prints, xerox enlargements, shipping, photographs, tolls etc., shall be paid by Client at cost plus 10%.

FORCE MAJEURE

Circumstances or events may occur that are outside the control of either party. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

STANDARD OF CARE

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

DISPUTE RESOLUTION

Client and Consultant agree that they shall first submit any and all unsettled claims, counter claims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

INDEMNIFICATION

Client and Consultant each agree, to the fullest extent permitted by law, to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

RISK ALLOCATION

Burditt Consultants, LLC agrees to carry out and perform the services herein agreed to in a professional and competent manner. In recognition of the relative risks, rewards, and benefits of the project both to the Client and Burditt, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Burditt's total liability to the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of Burditt's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, Burditt's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of reuse by Client or by others acting through Client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consulting is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

OPINIONS OF COST

When included in Consultant's scope of service, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional general familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

TERMINATION OF CONTRACT

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

INSURANCE

Consultant shall maintain in force insurance in the following amounts

\$1,000,000 – General Liability

\$1,000,000 – Professional Liability

Commercial Automobile and Worker's Compensation in the amount required by state law.

TO BE PROVIDED BY CLIENT

Client shall provide the following information if needed:

1. Legal descriptions of property (CAD)

Proposal

Design for Phase I of Jackson St Park Improvements

December 6, 2023

2. Any available site plans, relevant documents, utilities or easements.
3. Sealed Design Survey (including topography, metes & bounds, easements, utilities, existing improvements, etc.) of proposed subject parcel.
4. Previous Geotechnical Study/Report
5. Registered Accessibility Specialist and TDLR (TAS 2012) Review

(Remainder of Page Left Blank Intentionally)



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Discuss and Possibly Act Upon Bid No. 2023-04 Related to the 2023 City Street Onyx Resurfacing Project and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: January 4, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

On December 13, 2023, the City and Strand Associates opened bids regarding the 2023 Onyx Resurfacing Work. This work was budgeted for in the 2023-24 budget in which we allocated \$270,000 for engineering and resurfacing. We have dedicated \$25,000 for specifications, bidding, and construction related services.

During the bid process, there was only 1 bid received. We received the one bid from Clark Construction of Texas, Inc which has performed Onyx Resurfacing for many cities throughout Texas and has completed work in Brenham previously. The bid received was \$222,815.00 for the quantities listed in the attached bid tabulation. This would address 34,940 square yards of asphalt roadways which ultimately were 12 street sections. This did come in under budget.

The streets that will have Onyx applied to them will be W. Wilkens, W. Jefferson, Alma, Crockett, Westwind Dr. Windy, Windswept, Stringer, Lee, Gidding Ln, E. Lubbock, and Atlow Dr.

With the Onyx Resurfacing Project, Clark Construction will apply a coat of Onyx material which will seal the roadway off, preventing minor cracking and protecting from water intrusion. It will protect these sections of roadways for many years and give it the black asphalt look again. This is the medium level of protection after crack sealing that was recommended in the Street Inventory that was conducted in 2020.

We would like to ask the Council to award Bid # 2023-04 to Clark Construction of Texas, Inc. in the amount of \$222,815.00 for the Onyx Resurfacing Project. Once approved, we will begin the paperwork process associated with the contract and work with Clark Construction to schedule the work when the weather permits. Ample notice will be given to residents along these streets and once work begins it should take no longer than 2 days to complete.

ATTACHMENTS:

1. 2023 Onyx Bid Tab

RECOMMENDATION:

Award Bid No. 2023-04 related to the 2023 City Street Onyx Resurfacing Project to Clark Construction of Texas, Inc. in the amount of \$222,815.00 and authorize the Mayor to execute any necessary documentation.



Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

December 20, 2023

Mr. Dane Rau, Director of Public Works
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: 2023 City Street Resurfacing
Project No. 2023-04
City of Brenham, Texas

Dear Mr. Rau:

Bids for the above-referenced project were opened on December 13, 2023. One bid was received with the resulting bid tabulation enclosed. The low bid of \$222,815 was less than ENGINEER's opinion of probable construction cost.

Clark Construction of Texas, Inc. of San Antonio, Texas, was the apparent low bidder at \$222,815. The bid included a bid bond for 5 percent. The bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with Clark Construction of Texas, Inc. on a project for the City of Brenham. For that project, the City determined Clark Construction of Texas, Inc. to be responsible.

If you determine that Clark Construction of Texas, Inc. is a responsible bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 16 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®



Jared D. Engelke, P.E.

Enclosure

TBPE No. F-8405
TBPLS No. 10030000

3900.278UDE:rl\BREN\Documents\Specifications\Archive\2023\Brenham, City of\3900.278.2023-04JDE(16) Specification Letters(a) Resulting Bid Tabulation\122023.docx

Bids Received: 10 A.M.
December 13, 2023

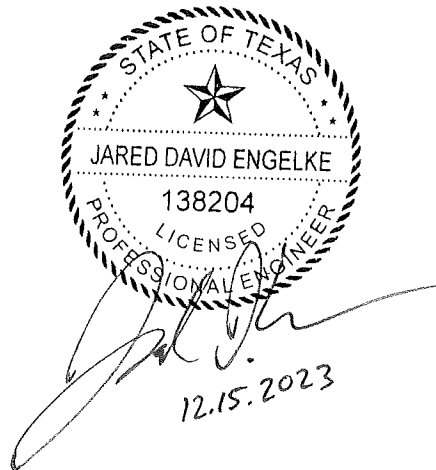
STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
2023 CITY STREET RESURFACING
CITY OF BRENHAM PROJECT NO. 2023-04

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Total Base Unit Prices
Clark Construction of Texas, Inc. 5140 Gibbs Sprawl Road San Antonio, TX 78219	5%	NA	\$222,815.00

Reviewed by: JARED D. ENGELKE, P.E.



Bids Received: 10 A.M., December 13, 2023

STRAND ASSOCIATES, INC.*

TBPE No. F-8405

TBPLS No. 10030000

1906 Niebuhr Street

Brenham, TX 77833

CITY OF BRENHAM

BRENHAM, TEXAS

2023 CITY STREET RESURFACING

CITY OF BRENHAM PROJECT NO. 2023-04

BID TABULATION BREAKDOWN

Clark Construction of Texas, Inc.

5140 Gibbs Sprawl Road

San Antonio, TX 78219

No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Mobilization (Not to Exceed 10 Percent of Total Bid).	1	LS	\$ 17,500.00	\$ 17,500.00
2.	Traffic Control and Barricading.	1	LS	\$ 2,500.00	\$ 2,500.00
3.	Stormwater Pollution Prevention Plan (SWPPP).	1	LS	\$ 3,500.00	\$ 3,500.00
4.	ONYX Frictional Mastic Surface Treatment (0.30 Gallons per Square Yard Minimum) (Texas Department of Transportation [TxDOT] Item 3028).	34,930	SY	\$ 5.50	\$ 192,115.00
5.	Remove Existing Stop Bar (Blasting Method)(TxDOT Item 677).	48	LF	\$ 50.00	\$ 2,400.00
6.	Prefabricated Pavement Markings Type C, White Solid 24-IN (TxDOT Item 668).	48	LF	\$ 100.00	\$ 4,800.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 6					\$ 222,815.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 6					\$ 222,815.00

Reviewed by Jared D. Engelage, P.E.



City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon the Purchase of One (1) Yale Lift Truck for the City of Brenham Central Warehouse through BuyBoard Contract No. 685-22 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: January 4, 2024

Department: Maintenance

Staff Contact: Stephen Draehn, Maintenance Supervisor

SUMMARY STATEMENT:

The Maintenance Department is seeking the Mayor and Council's approval to order one (1) Yale Lift Truck for fiscal year 2024 for use by the Central Warehouse/Purchasing Department for day-to-day operations. This piece of equipment was originally requested in 2022 and has been budgeted to be purchased in fiscal year 2024. The Maintenance Department will be replacing their current 2007 Yale Lift Truck with a 2014 Yale Lift Truck in use by the Central Warehouse/Purchasing Department. The Central Warehouse/Purchasing Department will take delivery of the new Yale Lift Truck that is being requested.

The Maintenance Staff were able to obtain quotes on the Yale Lift Truck from Briggs Equipment on BuyBoard contract #685-22. The purchase will be with BuyBoard vendor Briggs Equipment for the purchase price of \$53,797.20 per Briggs Equipment quote number 2023-1039614. The budgeted amount for this unit was \$60,000.00 and the expected lead time is seventy (70) weeks.

ATTACHMENTS:

1. Yale Lift Truck Specifications

RECOMMENDATION:

Approve the purchase of one (1) Yale Lift Truck from Briggs Equipment in the amount of \$53,797.20 through the BuyBoard Contract No. 685-22 and authorize the Mayor to execute any necessary documentation.



BRIGGS EQUIPMENT
8787 WALLISVILLE ROAD
HOUSTON, Texas 77029
Phone: 713-672-1100



MODEL: GP70N

LEAD TIME = 70 WEEKS

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	CITY OF BRENHAM MUNICIPAL GARAGE		
ADDRESS	506 S Austin St Brenham, Texas 77833		
SHIP-TO ADDRESS	506 S Austin St Brenham, Texas 77833		
CONTACT NAME	Stephen Draehn	TITLE	Maintenance Superintendent
PHONE	979-337-7541	SHIPPING CUSTOMER	sdraehn@cityofbrenham.org

PROPOSED BY	James Self	TITLE	Account Manager
PHONE	713-412-9205	EMAIL	james.self@briggsequipment.com

DATE	2023-12-15	Quote Expiration	2024-01-14
------	------------	------------------	------------

Quote Number: 2023-1039614 **BUYBOARD CONTRACT #685-22**

1 of 5



BRIGGS EQUIPMENT
8787 WALLISVILLE ROAD
HOUSTON, Texas 77029
Phone: 713-672-1100



Quoted: GP70N - 2

Yale® GP70N Lift Truck - 7,000 lb. Nominal Capacity, Class V

Proposal Summary

Included Items	Description	Quantity
Model	Yale® GP70N Lift Truck - 7,000 lb. Nominal Capacity, Class V	1
Construction	Keyswitch Start Standard (-4° F to 104° F) Noise Reduction Package	
Powertrain	Engine - Yanmar 2.2L LPG Certified Brakes - Self Energizing Drum Single Pedal Inch/Brake Arrangement Techtronix™ Transmission	
Powertrain Options	Heavy Duty High Air Intake Low Exhaust Integrated Fuel Level Sensor 33.5 lb Aluminum LPG Fuel Tank with Auxiliary Fill Valve Swing Out and Drop Down LPG Tank Bracket with Steel Strap Radiator Lint Screen UL Label - Classification Type LP	
Powertrain Accessories	Premium Monitoring Package	
Mast	3 Stage Full Free Lift Mast - Class III - 187" (4770mm) Maximum Lift Height - 90" (2295mm) Overall Lowered Height [Premium] Mast Tilt - 6° Forward / 6° Back	
Carriages & Attachments	42" (1067mm) Wide - Class III - Hook Type Integral Sideshifting Fork Positioner Carriage 48" (1220mm) High Load Backrest Extension	
Forks	48" Long x 2.0" Thick x 4.9" Wide (1220mm x 50mm x 125mm) - Class III Hook Type - Standard Taper Forks	
Hydraulics	4 Function (2 Auxiliary) Hydraulic Control Valve Mini-Lever Hydraulic Controls Engine Driven Cooling System Standard Displacement Hydraulic Pump	



BRIGGS EQUIPMENT
8787 WALLISVILLE ROAD
HOUSTON, Texas 77029
Phone: 713-672-1100



Hoses	2 Auxiliary Function Hose Group - 4 Hoses Internally Mounted
Wheels & Tires	Standard Tread Width Drive Tires - 28 x 9-15 - Pneumatic Shaped Solid (PSS) Steer Tires - 6.50 x 10 - Pneumatic Shaped Solid
Operator Compartment	85" Rectangular Tube - High Grid Style Overhead Guard Mirrors - Dual Side View - Mounted on the Left and Right Side of Overhead Guard 2.8" (71mm) Color Touchscreen Display Console Tray Fire Extinguisher - 2.5 lb. Dry Chemical Rear Drive Handle with Horn Button Dynamic Stability System
Directional Control	Seat Side Directional Control On Demand Hydrostatic Power Assist Steering Steering Wheel with Spinner Knob Steer Column with Infinitely Adjustable Tilt
Seat	Full Suspension Vinyl Seat Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)
Chassis Options	Hood
Telemetry	Telemetry Antenna Delete
Lights & Alarms	LED Brake/Tail/Backup LED Work Lights - 2 Front, 1 Rear [Premium] Manual Work Light Control Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A) Amber Strobe Light - Ignition Activated
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels



BRIGGS EQUIPMENT
8787 WALLISVILLE ROAD
HOUSTON, Texas 77029
Phone: 713-672-1100



Total Investment

Price GP70N - 2	\$53,797.20	Qty:	
Quoted Quantity	1	TOTAL:	\$53,797.20

Proposal By:	James Self	Accepted By:	
Signature:		Signature:	
Date Signed:		Date Accepted:	
		PO Number:	



BRIGGS EQUIPMENT
8787 WALLISVILLE ROAD
HOUSTON, Texas 77029
Phone: 713-672-1100



Terms and Conditions

ACCEPTANCE

ALL QUOTATIONS ARE SUBJECT TO PROMPT ACCEPTANCE AND TRANSMITTAL OF ORDER. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED. CONTRACTS AND AGREEMENTS ARE NOT VALID UNLESS APPROVED AND ACCEPTED IN WRITING IN THE EXECUTIVE OFFICE IN DALLAS, TEXAS OR IN A BRANCH OFFICE LOCATED WITHIN THE STATE OF TEXAS. HOWEVER, ALL CONTRACTS SHALL BE DEEMED TO HAVE BEEN EXECUTED IN DALLAS COUNTY, TEXAS.

DELAYS

DELIVERIES UNDER ALL CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON ACTS OF PROVIDENCE, STRIKES, ACCIDENTS, GOVERNMENTAL PRIORITY REGULATIONS AND OTHER CAUSES OF DELAY BEYOND THE SELLER'S CONTROL, AND IN NO EVENT WILL THE SELLER BE LIABLE FOR CONSEQUENTIAL DELAYS OR LOSSES.

CANCELLATIONS

ORDERS CANNOT BE SCHEDULED, CANCELLED, SPECIFICATIONS CHANGED OR GOODS RETURNED WITHOUT SELLER'S PRIOR PERMISSION. ACCEPTANCE IS CONDITIONAL UPON REIMBURSEMENT FOR CONSEQUENTIAL LOSS TO THE SELLER AND APPLICABLE RESTOCKING FEES. SPECIAL OR CUSTOM ORDERS CANNOT BE CANCELLED.

DELIVERIES

PROMISES OF DELIVERY ARE GIVEN AS ACCURATELY AS CONDITIONS WILL PERMIT, BUT DUE TO SHIPPING AND MANUFACTURING CONTINGENCIES, SELLER CANNOT GUARANTEE TO ACCOMPLISH SHIPMENTS ON DATE OR DATES MENTIONED. NOTWITHSTANDING THE FOREGOING, PURCHASER MUST TAKE DELIVERY OF GOODS WITHIN 30 DAYS OF THE LATER OF (A) THE PROMISED DELIVERY DATE; OR (B) SELLER'S NOTICE TO PURCHASER THAT THE GOODS ARE AVAILABLE FOR DELIVERY. IF PURCHASER THEREAFTER FAILS TO TAKE DELIVERY, PURCHASER WILL BE INVOICED FOR THE GOODS AND APPLICABLE STORAGE CHARGES FOR UP TO 90 DAYS, AFTER WHICH SELLER MAY DEEM THE GOODS ABANDONED OR EXERCISE ANY OTHER RIGHT OR REMEDY AVAILABLE TO IT UNDER LAW.

WARRANTIES

THE SELLER'S LIABILITY IS LIMITED TO MAKING GOOD DEFECTS IN WORKMANSHIP OR MATERIAL UNDER THE MANUFACTURER'S WARRANTY AND SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE ITEM. THE SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF ITEMS SOLD. THIS WARRANTY SUPERSEDES ALL PRIOR ASSURANCES, WRITTEN OR ORAL MADE BY THE SELLER, ITS AGENTS OR REPRESENTATIVES.

PERFORMANCES

INFORMATION PROVIDED CONCERNING PERFORMANCE OF EQUIPMENT LISTED HEREON ARE ENGINEERING ESTIMATES ONLY AND NO GUARANTEE TO MEET SUCH SPECIFICATIONS IS TO BE IMPLIED.

CONFIDENTIAL INFORMATION

THIS PROPOSAL AS WELL AS ALL INFORMATION THEREIN, INCLUDING PRINTS, BROCHURES, ETC., ARE CONFIDENTIAL AND INTENDED ONLY FOR THE PURCHASER'S USE AND ARE NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE SELLER.

TERMS OF SALE

UNLESS OTHERWISE SPECIFICALLY STATED, TERMS ARE NET. 10 DAYS FROM THE DATE OF INVOICE. F.O.B. SHIPPING POINT, SALES OR USE TAXES, ANY TYPE OF PROPERTY TAX OR ANY MANUFACTURER'S OR OTHER EXCISE TAX LEVIED BY FEDERAL, STATE OR MUNICIPAL GOVERNMENT OR ANY SUB-DIVISION THEREOF, ARE THE LIABILITY OF THE PURCHASER AND IF PAID BY THE SELLER ARE RECHARGEABLE TO THE PURCHASER. ALL SALES SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT. THIS AND ALL SUBSEQUENT PURCHASES ARE PAYABLE IN DALLAS, DALLAS COUNTY, TEXAS. THE SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON (1) BREACH OF CONTRACT BY THE PURCHASER (2) FAILURE BY PURCHASER TO MAKE PAYMENTS AS REQUIRED AND (3) UPON INSOLVENCY OR BANKRUPTCY OF THE PURCHASER THE SELLER MAY REQUIRE ADVANCE PAYMENT FOR SECURITY OR MAY CANCEL AN ORDER IF THE SELLER, IN GOOD FAITH, DOUBTS THE PURCHASER'S ABILITY TO PAY
GENERAL

NO TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER, SHIPPING REQUEST, OR OTHER COMMUNICATIONS SHALL VARY. THE TERMS OF THE AGREEMENT, EXPRESSED HEREIN, WHETHER OR NOT SHIPMENT OF THE GOODS FOLLOWED RECEIPT OF SUCH PURCHASE ORDER OR OTHER COMMUNICATIONS.



City Council Regular Meeting **AGENDA ITEM 10**

Agenda Item: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to Emergency Management Coordinator Services and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: January 4, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

With the recent vacancy in the Fire Chief position, the City has asked the County to provide interim emergency management services. This agreement is similar to one we had in the past whereby the City conducted health inspection services for the County and received reimbursement for these services.

This Interlocal Agreement (ILA) designates the County's Emergency Management Coordinator (EMC), Bryan Ruemke, to temporarily serve as the City's duly appointed EMC to perform all duties and functions during the term of this Agreement.

Under this ILA, the City would reimburse the County for 50% of the EMC's salary & benefits, expenses and mileage incurred in providing these services to the City. We are requesting the Council's approval of this ILA.

ATTACHMENTS:

1. ILA - Emergency Management Coordinator

RECOMMENDATION:

Approve an Interlocal Agreement between the City of Brenham and Washington County related to Emergency Management Coordinator Services and authorize the Mayor to execute any necessary documentation.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR EMERGENCY MANAGEMENT COORDINATOR SERVICES**

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

WHEREAS, the City and County each hereby find that it would be mutually advantageous to provide for emergency management coordinator services in the manner established in this Agreement;

WHEREAS, the City and County have negotiated this Interlocal Agreement in order to promote clarity and ease of understanding;

WHEREAS, the City and County are authorized to enter into this Agreement in all respects by Texas Government Code, Chapter 791; and

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

1.0 Emergency Management Coordinator Services

a) The County agrees to:

1. Allow the County’s designated Emergency Management Coordinator to temporarily serve as the City’s duly appointed Emergency Management Coordinator and to perform all duties and functions related thereto during the term of this Agreement;
2. To provide to the City all documents and records related to the Emergency Management Coordinator services performed during the term of this Agreement, with the County retaining a copy of said documents and records as determined by the County.

b) The City agrees to:

1. Reimburse the County for fifty percent (50%) of the total annual salary and benefit costs of said Emergency Management Coordinator during the term of this Agreement;
2. Reimburse the County for any and all out-of-pocket expenses directly related to services performed by the Emergency Management Coordinator on behalf of the City; and

3. Pay the County for actual mileage incurred for travel to and from locations by the Emergency Management Coordinator directly related to services performed by the Emergency Management Coordinator on behalf of the City. The mileage rate to be charged shall be the standard rate as allowed by the Internal Revenue Service.

2.0 Purpose

The purpose of this Agreement is to designate an Emergency Management Coordinator to serve as the City's Emergency Management Coordinator, and to authorize said City-designated Emergency Management Coordinator to perform the duties and functions of said position on behalf of the City.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of thirty (30) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within thirty (30) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the thirty (30) day period, (ii) the breaching Party diligently pursues the cure thereafter until it is fully cured, and (iii) the breaching Party has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

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

5.0 Term, Renewal

This Agreement shall be effective beginning _____, and shall remain in effect until the City appoints a person to serve as the City's Emergency Management Coordinator and the person begins performing the duties and functions of said position. Either Party may terminate this Agreement at any time, without cause, by giving notice in the manner provided herein to the other Party at least thirty (30) days prior to the intended date of termination. Notice shall be provided pursuant to the terms set forth in Section 8.0.

6.0 Payment

An itemized listing of charges incurred and payments due to the County under this Agreement shall be invoiced by the County to the City on a monthly basis. Payment shall be made to the County by the City within thirty (30) days of the City's receipt of such invoice.

7.0 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. Exclusive venue for any claim, cause of action, lawsuit, or other legal proceeding arising out of this Agreement shall be in Washington County, Texas.

8.0 Notice

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

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

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

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

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 Agreement by providing a notice of the change in compliance with this paragraph to all other Parties.

9.0 Funding

The City shall pay for services rendered by the County, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

10.0 Legal Construction; Headings

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

11.0 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 parties with respect to the subject matter hereof which are not embodied herein and that no other agreements, statements, or promises with respect to the subject matter hereof not contained in this Agreement shall be valid or binding.

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

12.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns. Neither this Agreement nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of both Parties to this Agreement.

13.0 Gender

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

14.0 Attorney's Fees

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

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the ____ day of _____, 2024.

CITY OF BRENHAM

WASHINGTON COUNTY

Atwood C. Kenjura
Mayor

John Durrenberger
Judge

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Beth Rothermel
County Clerk



City Council Regular Meeting
AGENDA ITEM 11

Agenda Item: Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-appointments to Various City Boards and Commissions and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: January 4, 2024

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

See attached memo.

ATTACHMENTS:

1. Memo for 2024 Board Appointments
2. 2024 Board Information

RECOMMENDATION:

Approve the appointments and/or re-appointments to various City Boards and Commissions, as presented, and authorize the Mayor to execute any necessary documentation.



To: Mayor and City Council

From: Jeana Bellinger, City Secretary

Subject: Advisory Board Recommendations for 2024

Date: December 29, 2023

Under the City's policy for advisory board appointments, persons interested in serving must fill out an application of appointment. This includes current board members who are willing and interested in continuing their service.

According to the City's policy, a Subcommittee of the City Council is to review the appointments and offer a recommendation to the City Council. The Council Subcommittee (Councilmembers Cook, LaRoche, Saunders) met on December 28, 2023 and reviewed the applications and feedback from the staff liaisons. Below are the recommendations for 2024 Advisory Board appointments:

Board of Adjustment: Three board members are recommended for reappointment: Jon Hodde, Mary Lou Winklemann and Walt Edmonds.

Brenham Community Development Corporation: Four members are being recommended for reappointment: John Hasskarl, Darrell Blum, Ken Miller and Charles Moser.

Building Standards Commission: Three members are being recommended for reappointment: Arlen Thielemann, Walt Edmonds and Stoney Lacina.

Historic Preservation Board: Four members are being recommended for reappointment: Becky Bosse, Hal Moorman, Rachel Nordt and Thomas Upchurch.

Library Advisory Board: The Fortnightly Club has appointed Jody Tyson, Sabrina Roberts, Renee Mueller, Lu Hollander and Janie Mehrens to the Board. The Council is asked to formally confirm Fortnightly's appointments. The following citizen is being recommended for appointment:

- Will Corn. Mr. Corn is a teacher at Brenham High School. He has lived in Washington County most of his life and is a multi-generational Brenham Cub. He has spent time volunteering for Faith Mission and the Washington County Fair. Mr. Corn believes that his experience as an educator will bring a new perspective of how to strengthen the relationship between the Library and Brenham's 5,000+ students and their families.

Main Street Board: Three members are recommended for reappointment: Lowell Ogle, Wendy Meaux, and Douglas Peck. The following citizens are being recommended for appointment:

- Roger Ross. Mr. Ross has been in Brenham/Washington County for 10 years and has a bachelor's degree in education. He currently volunteers at the Barnhill/Simon and serves as a board member on the Rotary Club of Washington County, Unity Theater, and St. Peter's Vestry.
- Amber Briggs: Ms. Briggs is new to Brenham; having only lived in the area for a year. She has a master's degree in marketing and is currently volunteering a lot of her time to Main Street Brenham events.

Parks and Recreation Advisory Board: Four members are being recommended for reappointment: Tina Henderson, Ginger Bosse, Lee Chalmers and William Robinson. The following citizen is being recommended for appointment:

- Ann Jacobs. Ms. Jacobs is a retired attorney and a very active Blue Bell Aquatic Center user. Ms. Jacobs has been in Brenham and/or Washington County for 60+ years and has volunteered with the Washington County Fair and other non-profit organizations.

Staff also requested that the Council Subcommittee consider increasing the members on this Board from nine to eleven members. The Subcommittee agreed with staff's recommendation and is recommending the following citizens for the two new positions:

- Trisha Hartstack. Ms. Hartstack is a Brenham native, a local business owner and mother of two. Ms. Hartstack has served numerous years on the Washington County Little League Board.
- Harvey McIntyre. Mr. McIntyre is a 48-year resident of Brenham and Washington County. He has a master's degree in physical education and has volunteered for Adam's Angels, Washington County Little League, Maifest and St. Paul's Lutheran Church.

Brenham Police Citizen Advisory Board: This Board has a total of four (4) vacancies. In an effort to fill some of the vacancies, Acting Police Chief Powell reviewed and amended several of the representation categories to better align with the Police Department's community outreach goals. Acting Chief Powell added more minority members and changed the age of the youth representative to allow 18-year-olds to serve. Due to the changes in the representation of the Board, the appointments for this Board will be brought back to City Council in late February.

Planning and Zoning Commission: Three members are being recommended for reappointment: Catharyne Neil, Cyndee Smith and Christopher Cangelosi.

Tourism Advisory Board: Two members are being recommended for reappointment: Jenny Van Dorf and William Atwood. The following citizen is being recommended for appointment:

- Dwayne Burnett. Mr. Burnett is a local business owner and has many years' experience in the tourism and hospitality industry. Mr. Burnett received his bachelor's degree in management and sports administration from Rice University. He has worked for the Houston Convention and Visitor Bureau and the Hilton Houston Plaza Hotel. Mr. Burnett is a member of the Brenham Football Hall of Honor Committee.

This packet includes a member recap of each board for your review.

BOARD OF ADJUSTMENTS

Term of Office: 2 years; 3-term limit

Meeting Schedule: Monthly, 2nd Monday @ 5:15 p.m.

Responsible Staff Member: Stephanie Doland/Kim Hodde

Pos.	Board Member	Last Appointment	T1	T2	T3	Current Term Expiration
1	Danny Goss	January 2023	X			12/31/2024
2	Arlen Thielemann	January 2023	X			12/31/2024
3	Jon Hodde	January 2024	X	X		12/31/2025
4	Dax Flisowski	January 2023	X			12/31/2024
5	Mary Lou Winkelmann	January 2024	X	X		12/31/2025
A-1	Walt Edmunds	January 2023	X	X		12/31/2025

BRENHAM COMMUNITY DEVELOPMENT CORPORATION

Term of Office: 2 years; no term limit

Meeting Schedule: Quarterly; 3rd Thursday @ 7:30 a.m.

Responsible Staff Member: Carolyn Miller/Jeana Bellinger

Pos.	Board Member	Last Appointment	T1	T2	T3	Current Term Expiration
1	John Hasskarl	January 2024	N/A	N/A	N/A	12/31/25
2	Darrell Blum	January 2024	N/A	N/A	N/A	12/31/25
3	Ken Miller	January 2024	N/A	N/A	N/A	12/31/25
4	Charles Moser	January 2024	N/A	N/A	N/A	12/31/25
5	Gary Crocker	January 2023	N/A	N/A	N/A	12/31/24
6	Bill Betts	January 2023	N/A	N/A	N/A	12/31/24
7	Jim Kolkhorst	January 2023	N/A	N/A	N/A	12/31/24

BUILDING STANDARDS COMMISSION

Term of Office: 2 years; no term limit

Meeting Schedule: Upon call by Building Official

Responsible Staff Member: Stephanie Doland/Allen Jacobs

Pos.	Board Member (Requirement)	Last Appointment	T1	T2	T3	Current Term Expiration
1	Arlen Thielemann (General Contractor)	January 2024	N/A	N/A	N/A	12/31/2025
2	Walt Edmunds (Plumbing)	January 2024	N/A	N/A	N/A	12/31/2025
3	Matthew Metzger (Citizen)	January 2023	N/A	N/A	N/A	12/31/2024
4	Stoney Lacina (Citizen)	January 2024	N/A	N/A	N/A	12/31/2025
5	Richard Morris (Construction)	January 2023	N/A	N/A	N/A	12/31/2024

HISTORIC PRESERVATION BOARD

Term of Office: 3 years; 2-term limit

Meeting Schedule: Monthly; 4th Wednesday @ 5:30 p.m.

Responsible Staff Member: Jennifer Eckermann/Nancy Joiner

Pos.	Board Member	Last Appointment	T1	T2	T3	Current Term Expiration
1	Brad Tegeler	January 2022	X			12/31/2024
2	Jennifer Hermann	January 2022	X			12/31/2024
3	Charles Keese	August 2022				12/31/2024
4	Becky Bosse	January 2024	X			12/31/2026
5	Hal Moorman	January 2024	X	X		12/31/2026
6	Rachel Eckert Nordt	January 2024	X			12/31/2026
7	Thomas Upchurch	January 2024	X			12/31/2026

LIBRARY ADVISORY BOARD

Term of Office: 3 years; 3-term limit

Meeting Schedule: Every other month, 3rd Wednesday at 5:15 p.m.

Responsible Staff Member: Susan Nienstedt/Tammy Murphy

Pos.	Board Member	Last Appointment	T1	T2	T3	Current Term Expiration
1-C	Lillian Marshall	January 2023	X			12/31/2025
2-C	Keith Herring	January 2023	X			12/31/2025
3-C	Jerry Wise Jares	January 2023	X			12/31/2025
4-C	Will Corn	January 2024	X			12/31/2026
5-F	Sabrina Roberts	Fortnightly				
6-F	Jody Tyson	Fortnightly				
7-F	Janie Mehrens	Fortnightly				
8-F	Lu Hollander	Fortnightly				
9-F	Renee Mueller	Fortnightly				

MAIN STREET BOARD

Term of Office: 3 years; 3-term limit

Meeting Schedule: Monthly, 1st Monday @ 4:00 p.m.

Responsible Staff Member: Teresa Rosales/Leigh Linden

Pos.	Board Member	Last Appointment	T1	T2	T3	Current Term Expiration
1	Celia Baker-Haley	January 2023	X			12/31/2025
2	Jon Hill	September 2023				12/31/2025
3	Tiffany McMordie	January 2023	X			12/31/2025
4	Lowell Ogle	January 2024	X			12/31/2026
5	Dax Flisowski	January 2023	X			12/31/2025
6	Roger Ross	January 2024	X			12/31/2026
7	Andrea Liner	January 2023	X			12/31/2025
8	Wendy Meaux	January 2024	X			12/31/2026
9	Douglas Peck	January 2024	X			12/31/2026
10	Amber Briggs	January 2024	X			12/31/2026
11	Connie Wilder	January 2023	X			12/31/2025

PARKS AND RECREATION BOARD

Term of Office: 3 years; 3-term limit

Meeting Schedule: Bi-monthly, 2nd Wednesday @ Noon

Responsible Staff Member: Dane Rau/Tammy Jaster

Pos.	Board Member	Last Appointment	T1	T2	T3	Current Term Expiration
1	Tina Henderson	January 2024	X			12/31/2026
2	Ginger Bosse	January 2024	X			12/31/2026
3	Bill Betts	January 2023	X			12/31/2025
4	Courtney Mason	January 2023	X			12/31/2025
5	Delbert Boeker	January 2023	X			12/31/2025
6	Wendy Buth	January 2023	X			12/31/2025
7	Lee Chalmers	January 2024	X			12/31/2026
8	Ann Jacobs	January 2024	X			12/31/2026
9	William Robinson	January 2024	X			12/31/2026
10	Trisha Hartstack	January 2024				12/31/2025
11	Harvey McIntyre	January 2024	X			12/31/2026

PLANNING & ZONING COMMISSION

Term of Office: 3 years; 3-term limit

Meeting Schedule: Monthly, 1st Monday @ 5:15 p.m.

Responsible Staff Member: Stephanie Doland/Kim Hodde

Pos.	Board Member	Last Appointment	T1	T2	T3	Current Term Expiration
1	M. Keith Behrens	January 2023	X			12/31/2025
2	Darren Heine	January 2023	X			12/31/2025
3	Catharyne Neil	January 2024	X			12/31/2026
4	Cyndee Smith	January 2024	X			12/31/2026
5	Deanna Alfred	January 2023	X			12/31/2025
6	Calvin Kossie	January 2023	X			12/31/2025
7	Christopher Cangelosi	January 2024	X			12/31/2026

TOURISM BOARD

Term of Office: 3 years; 3-term limit

Meeting Schedule: Quarterly; 3rd Thursday @ 9:00 a.m.

Responsible Staff Member: Jennifer Eckermann/Nancy Joiner

Pos.	Board Member	Last Appointment	T1	T2	T3	Current Term Expiration
1	Jenny Van Dorf	January 2024	X			12/31/2026
2	William Atwood	January 2024	X			12/31/2026
3	Stacey Walters	January 2022				12/31/2024
4	James Pharaon	January 2022				12/31/2024
5	Dwayne Burnett	January 2024	X			12/31/2026
6	County Commissioner					Perpetually
7	County Expo Director					Perpetually



City Council Regular Meeting
AGENDA ITEM 13

Agenda Item: Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas

Meeting Date: January 4, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action being taken.



City Council Regular Meeting
AGENDA ITEM 14

Agenda Item: **Section 551.074, Texas Government Code - Personnel Matters - Discussion Concerning the Retirement of the City Manager, Potential Roles/Duties of the Retiring City Manager in Facilitating the Transition to a New City Manager, and the Appointment, Employment, Evaluation, and Duties of a New City Manager, and Associated Issues**

Meeting Date: January 4, 2024

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action being taken.