



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, APRIL 15, 2021 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Susan Cantey**
- 3. Special Recognitions**
 - ♦ **City of Brenham Police Department's 2020 Officer of the Year - Cpl. Jose Perez**
 - ♦ **Police Department Promotion - Eddie Martinez, Corporal**
- 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. Accept the 2020 Audit of the Washington County Appraisal District by Seidel, Schroeder & Company and Authorize the Mayor to Execute Any Necessary Documentation**
 - 5-b. Approve an Appointment to the Brenham Community Development Corporation (BCDC) Board for an Unexpired Term to Expire on December 31, 2021**

- 5-c. Approve a Noise Variance from the Brenham Maifest Association for Maifestival Events to be Held on Friday, May 7, 2021 from 5:00 p.m. to Midnight and Saturday, May 8, 2021 from 10:30 a.m. to Midnight in Fireman's Park and Authorize the Mayor to Execute Any Necessary Documentation

REGULAR SESSION

6. Discuss and Possibly Act Upon Quotes Related to Repairs at the Lake Somerville Intake Pump Station No. 1 and Authorize the Mayor to Execute Any Necessary Documentation
 7. Discuss and Possibly Act Upon a Lease Agreement Between the City of Brenham and Woodson Lumber Co. for the Lease of Real Property Being Located at 307 S. Market Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation
 8. Discuss and Possibly Act Upon An Ordinance on Its First Reading Amending Chapter 24, Taxation, Article II, Hotel Occupancy Tax, of the Code of Ordinances of the City of Brenham
 9. Discuss and Possibly Act Upon Bid No. 21-007 for Mowing, Maintenance and Clean-Up Services for Various City Buildings, Public Properties and Parking Lot Areas and Authorize the Mayor to Execute Any Necessary Documentation
 10. Discuss and Possibly Act Upon Resolution No. R-21-010 Authorizing the Submission of a Grant Application to the Texas Department of Agriculture (TDA) for the Community Development Block Grant (TxCDBG) Program for Rural Texas
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 April 15, 2021 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, April 12, 2021 at 9:00 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 _____, 2021 at _____ AM PM.

Signature

Title



Regular City Council
AGENDA ITEM 5-A.

Agenda Item: Accept the 2020 Audit of the Washington County Appraisal District by Seidel, Schroeder & Company and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 15, 2021

Department: Finance

Staff Contact: Carolyn D. Miller

Classification: Consent

SUMMARY STATEMENT:

The City has received a copy of the Washington County Appraisal District's (WCAD) audited financial statement for the fiscal year ending August 31, 2020. The WCAD audit was performed by Seidel Schroeder with no material discrepancies found, therefore a clean opinion was issued. A copy of the audit is available in the CFO's office for review.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve acceptance of the 2020 audit of the Washington County Appraisal District by Seidel, Schroeder & Company and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 5-B.

Agenda Item: Approve an Appointment to the Brenham Community Development Corporation (BCDC) Board for an Unexpired Term to Expire on December 31, 2021

Meeting Type: Regular Meeting-April 15, 2021

Department: Administration

Staff Contact: Jeana Bellinger

Classification:

SUMMARY STATEMENT:

Current Brenham Community Development Corporation (BCDC) board member, Atwood Kenjura, will be an unopposed candidate on the City of Brenham's May 1, 2021 General Election for the position of Ward 3 Councilmember. Since Mr. Kenjura is unopposed, he will be sworn in as a Councilmember on May 6, 2021.

The City's current policy on Boards and Commissions prohibits Mr. Kenjura from serving on the BCDC Board once sworn in as Councilmember. Therefore, staff is requesting Council's approval to reach out to former BCDC board member, John Hasskarl, to serve Mr. Kenjura's unexpired term which would expire on December 31, 2021.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve the appointment of John Hasskarl, if he is agreeable, to the Brenham Community Development Board (BCDC) for an unexpired term to expire on December 31, 2021.



Regular City Council
AGENDA ITEM 5-C.

Agenda Item: Approve a Noise Variance from the Brenham Maifest Association for Maifestival Events to be Held on Friday, May 7, 2021 from 5:00 p.m. to Midnight and Saturday, May 8, 2021 from 10:30 a.m. to Midnight in Fireman's Park and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 15, 2021

Department: Administration

Staff Contact: Jeana Bellinger

Classification:

SUMMARY STATEMENT:

The 2021 Maifest Celebration will be held May 7th and 8th. As in year's past the 2-day Maifest event will include a parade, carnival, fireworks, live music and the coronation events. City staff has met with members of the Maifest organization and have coordinated all the various activities for the 2-day event. This noise variance request is for all events associated with Maifest (in downtown and in Fireman's Park).

The Fire Marshall has worked with Maifest and their vendor to obtain the required inspection and paperwork for fireworks displays. If this noise variance is approved by Council, the Office of the City Secretary will mail notices to all residents within 200 foot of Fireman's Park advising them of the noise (live music and fireworks) associated with this event and recreation staff will put out door hangars on all the residences within the 200 ft. area.

ATTACHMENTS:

- (1) 2021 Schedule of Events
- (2) 2021 Maifest Noise Variance Request

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve a Noise Variance from the Brenham Maifest Association for Maifestival Events to be held on Friday, May 7, 2021 from 5:00 p.m. to Midnight and Saturday, May 8, 2021 from 10:30 a.m. to Midnight in Fireman's Park and authorize the Mayor to execute any necessary documentation.

2021 Maifest Schedule of Events

Friday, May 7

5:00 PM	Festival & Carnival Opens
7:00 PM	Junior Coronation
8:30 PM - 11:30 PM	Music by Steven Marshall
12:00 AM	Festival Closes

Saturday, May 8

10:30 AM	Parade (Downtown)
11:00 AM	Festival Opens
11:30 AM - 2:30 PM	Music by the Oompahs
1:00 PM	Home Brew Contest
2:00 PM	Beer Tasting
3:00 PM	Performance by Brenham School of Dance
4:00 PM - 7:00 PM	Music by Seven Dutchmen Orchestra
7:00 PM	Senior Coronation
8:30 PM - 11:30 PM	Music by Brown Sugar Band
12:00 AM	Festival Closes

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Brenham Fairfest Assn.
2. Name and address of individual making application on behalf of sponsoring organization: Catherine Kenjura PO Box 1588
Brenham TX 77834
3. Purpose of the Event: annual celebration of Brenham Heritage
4. Location of Event: Fireman's Park
5. Date of the event: May 6, 7, 8 2021
6. Time of Event: 12:00 pm - 12:00 am
7. Event Set-up: From: 7:00 am To: 12:00 pm
Event Clean-up: From: 12:00 am To: 3:00 pm
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: Carnival, kids' activities, Coronation,
Live music
 - b) Bands/Musical Instruments: multiple band & amplified instruments
 - c) Sound amplification equipment: speakers and amps (same as previous yrs)
 - d) Cleanup provisions: Volunteers, paid contractors, Ward members

Catherine Kenjura
Name of Applicant (Printed or Typed)
Catherine Kenjura
Applicant or Authorized Person's Signature

Date: 4/1/2021

Phone: 979-277-5124

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



Regular City Council
AGENDA ITEM 6.

Agenda Item: Discuss and Possibly Act Upon Quotes Related to Repairs at the Lake Somerville Intake Pump Station No. 1 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 15, 2021

Department: Public Utilities

Staff Contact: Alton Sommerfield

Classification: Consent

SUMMARY STATEMENT:

While crews performed motor repairs at the Lake Somerville Pump Station, an inspection on Intake Pump #1 found excessive vibration, and the recommendation is to remove it from service to pull the pump and make the necessary repairs. Three (3) Quotes were received:

- Smith Pump Company, Inc. -\$47,602.69
- Weisinger Incorporated -\$58,482.00
- Odessa Pumps – DFW - \$64,975.00

Smith Pump Company, Inc. provided the lowest quote in the amount of \$47,602.69.

Lead time for the repair is expected to be 16 weeks.

ATTACHMENTS:

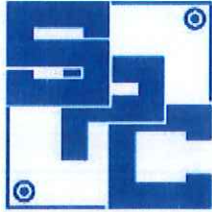
(1) Lake Pump Repair Quotes

RELEVANCE TO COMPREHENSIVE PLAN:

Growth Capacity: Continued investment in City-owned utility infrastructure maintenance and upgrades.

RECOMMENDED ACTION:

Approve the repair of Lake Somerville Intake Pump Station No. 1 by Smith Pump Company, Inc. in the amount of \$47,602.69 and authorize the Mayor to execute any necessary documentation.



Smith Pump Company, Inc.

301 MB Industrial Blvd

Waco, TX 76712 US

Phone: 800-299-8909

Fax: 254-776-0023

www.smithpump.com

Quote No: 31078

Tuesday, March 23, 2021

Page: 1

Prepared For :

City of Brenham

Attention: Accounts Payable

P.O. Box 1059

Brenham, TX 77833

Phone: 979 337 7200

Fax: 979 337 7383

Shipping :

City of Brenham

Attention: Accounts Payable

P.O. Box 1059

Brenham, TX 77833

Shipping Method

SPCO Truck

Freight Terms

FOB Destination

Payment Terms

Net 30 Days

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Sincerely,

Matt Ramburger

mattr@smithpump.com

Line: 1

Part ID: 4101

Rev: 0

Vertical Turbine Pump Pull and Transport

Two (2) field service technicians to disconnect and remove a vertical turbine pump from service, and transport to Waco facility for disassembly and inspection.

Includes:

1. Labor
2. Mileage to/from Jobsite
3. Transport Pump to Shop for Inspection

Customer to provide crane services.

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	3,292.98	246		\$3,292.98 *

Line: 2

Part ID: 4511

Rev: 1

Vertical Turbine Pump Disassembly and Inspection

Item of shop disassembly & inspection of vertical turbine pump

Inspection includes:

1. Incoming data gathering, inspection sheets & photos.
2. Disassembly of pump.
3. Inspection, measurements, documentation of pertinent components.
4. Generate inspection report.

Basic Pump Information

Manufacturer: Fairbanks Morse

Model/Size: 17M-7000W

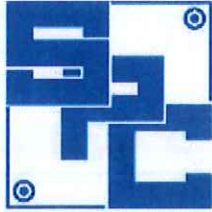
No. Stages: 3 stage

GPM: 3,265 TDH: 326'

HP: 350 RPM: 1785

Base-to-bell length: 58' - 6"

Lubrication: Product lube - open line shaft



Smith Pump Company, Inc.

301 MB Industrial Blvd

Waco, TX 76712 US

Phone: 800-299-8909

Fax: 254-776-0023

www.smithpump.com

Quote No: 31078

Tuesday, March 23, 2021

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Discharge style: Above grade 12"

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	1,515.78947			\$1,515.79 *

Line: 3

Part ID: 4611

Rev: 1

Pump Repair - Vertical Turbine Pump

Pump Data

Manufacturer: Fairbanks Morse

Model: 17M-7000W - 3 stage

Base to Bell: 58" - 6"

Discharge Flange Size: 12"

Column Pipe Size and Type: 12" Flanged

Line Shaft Size and Type: 1-15/16" threaded

Reason for service:

General maintenance

Received Date:

Disassembly and Inspection Date:

Replace bowl assembly

Replace headshaft

Refurbish discharge head

Straighten, clean, and polish shafts

Blast and coat column pipes

Replace stainless steel fasteners

Blast and coat discharge head

Retrofit packing pump with mechanical seal

Repair foundation (included in field service)

Replace soleplate (installation included in field service)

Repair completed:

Delivery Date:

Start-up Date:

Repair scope of work based on customer request. Actual recommended repairs will be quoted after disassembly and inspection of pump.

Typical pump repair lead time ~16 weeks from customer release

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	34,765.65083			\$34,765.65 *

Line: 4

Part ID: 4209

Rev: 0

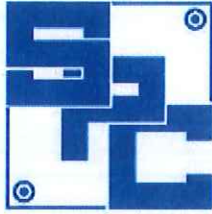
Install Pump Soleplate

Two (2) field service technicians to install, level, and grout pump base.

Remove existing soleplate

Demolish existing grout

Prep pump curb for new grout



Smith Pump Company, Inc.

301 MB Industrial Blvd

Waco, TX 76712 US

Phone: 800-299-8909

Fax: 254-776-0023

www.smithpump.com

Quote No: 31078

Tuesday, March 23, 2021

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Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	3,344.31579			\$3,344.32 *

Line: 5 Part ID: 4201 Rev: 0

Install Vertical Turbine Pump

Two (2) field service technicians to install, start-up, and perform basic pump performance test on vertical turbine pump.

Includes:

1. Labor
2. Mileage to/from jobsite
3. Transport pump from shop to jobsite

Customer to provide crane services.

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	4,683.94737			\$4,683.95 *

* Indicates which quantity price is included in the Total

Total:

\$47,602.69

Salesperson: TXEAST - Matt Ramburger

Prices are Valid Until Thursday, April 22, 2021

ACCEPTED BY: _____

PRINTED NAME: _____

PURCHASE ORDER (IF APPLICABLE): _____

SIGNED ON DATE: _____



PO Box 909 • Wills, TX 77378
936-756-7721 • 281-353-8484 • 936-756-7723 fax
www.weisingerinc.com

February 02, 2021

CITY OF BRENHAM

PROPOSAL RAW WATER PUMP 2

REPAIR DESCRIPTION	PRICE
Pull pumping equipment, transport to shop, disassemble and inspect	
<u>RECOMMENDATIONS AND REPAIRS</u>	
16" New bowl assembly w	
New headshaft	
Refurbish Discharge Head	
Align lineshafts and dial indicate for shafts for runout	
Sandblast and coat column pipe	
New stainless steel fasteners	
Sandblast and coat discharge head	
*Replace Packed Pump with Mechanical seal	
Repair foundation as inspected	
Replace sole plate	
Grout discharge head	
Transport material to site	
Install pumping equipment, connect to discharge Startup	Total \$58,482.00

Notes and Clarifications:

Client to provide crane. Scope above is a typical repair for other booster pumps we have repaired. As mentioned in the above paragraph after disassemble and inspection a final scope with related cost will be sent. Repair time is usually 14-16 weeks due to a new bowl assembly for typical repairs. Further Terms and Conditions with clarifications see page 4 of 4.

**ODESSA PUMPS - DFW****QUOTE**(972) 522-1296
IRVING TX 75061-8807A DISTRIBUTION **NOW** COMPANY

Number	259986
Date	04/06/2021
Page	1

Bill-to: 9001
DFW - CASH SALE
2321 E PIONEER DR
IRVING, TX 75061-8807**Ship-to:** TEMP
CITY OF BRENHAM
200 W VULCAN ST
BRENHAM TX 77833-3149

Reference #	Slsp	Terms	Whse	Freight	Ship Via
RAW WATER PUMP 1 REPAIR	900	CASH	09	PRE/ADD	PICK UP
Quoted By: MAW	Quoted To:	Effective:	NONE	Expires:	05/06/2021

Item	Description	Ordered	UM	Price	UM	Extension
REPAIR	REPAIR RAW WATER PUMP #1 VERTICAL TURBINE PUMP REPAIR REPAIR INCLUDES: NEW BOWL ASSEMBLY NEW 416SS LINE SHAFTING AND COUPLINGS NEW STAINLESS STEEL HARDWARE REFURBISH OF DISCHARGE HEAD NEW SOLE PLATE -REPAIR FOUNDATION SAND BLAST / EPOXY PULL , TEAR DOWN , ASSEMBLY, INSTALL , START UP LEAD TIME 8-10 WEEKS FREIGHT ALLOWED THANK YOU	1	EA	64975.00	EA	64975.00

Merchandise	Tax	Total
64975.00	.00	\$64975.00

WE WOULD APPRECIATE YOUR BUSINESS!!

Customer Copy**... Last Page**



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon a Lease Agreement Between the City of Brenham and Woodson Lumber Co. for the Lease of Real Property Being Located at 307 S. Market Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 15, 2021

Department: Public Utilities

Staff Contact: Donald Reese

Classification: Regular

SUMMARY STATEMENT:

In the summer of 2020, the City of Brenham closed its recycling center located at 307 S. Market Street and began providing recycling service to City residents via a third-party contractor. Since that time, the property has sat vacant.

Several weeks ago, representatives from Woodson Lumber Co reached out to City staff stating that they were interested in leasing the vacant property. To that end, staff began drafting a lease agreement with the following general terms:

- \$1,500.00 per month.
- One (1) year lease with option for three (3) additional one (1) year periods.
- Lessee is responsible for all utilities.
- Lessee is responsible for all improvements.
- Lessee is responsible for all maintenance to facilities.

Please see attached agreement for additional detail.

ATTACHMENTS:

(1) Proposed Lease Agreement

RELEVANCE TO COMPREHENSIVE PLAN:

Goal EO4 – Maintain a diversified local economy as Brenham continues to attract new business while retaining and growing existing businesses.

RECOMMENDED ACTION:

Approve a lease agreement between the City of Brenham and Woodson Lumber Co. of Brenham as presented and authorize the Mayor to execute any necessary documentation.

LEASE AGREEMENT

WHEREAS, the City of Brenham, Texas owns the real property and improvements thereon ("Premises") located at 307 S. Market Street in Brenham, Texas; and

WHEREAS, Woodson Lumber Co. of Brenham desires to lease from the City of Brenham the Premises for the purpose of loading and unloading product and materials and for outdoor storage of various building materials;

Now, therefore, this Lease Agreement, hereinafter referred to as "this lease," is made and entered into by and between Woodson Lumber Co. of Brenham, a Texas for profit corporation, (hereinafter referred to as "Lessee") and the City of Brenham, a Texas home-rule municipal corporation, as Lessor (hereinafter referred to as "City").

WITNESSETH:

I.

City, in consideration of the covenants and agreements to be performed by Lessee and upon terms and conditions hereinafter stated, does hereby lease Lessee the Premises located at 307 S. Market Street, Brenham, Texas, said Premises being further described in Exhibit "A" attached hereto and incorporated herein for all purposes. The Term of this lease shall be for a period of one (1) year, commencing upon the date of this lease with an option to renew for three (3) additional one (1) year periods, provided, however, that City and Lessee shall have the right to terminate this lease as provide elsewhere herein.

II.

For and in consideration of this lease, upon execution hereof by all parties, Lessee shall pay rent in the amount of \$1,500.00 per month to City during the Term. Payments are due on or before the 10th of each month. Rent payments to Lessor shall be mailed or delivered to: P.O. Box 419 Caldwell, Tx 77834 unless Lessor advises Lessee differently in writing. If any rent payment is not received by Lessor on or before the 10th day of the month, a late fee equal to Five Percent (5%) of the delinquent payment shall be due from Lessee to Lessor as additional rent.

Lessee hereby accepts the Premises in its "as is" condition. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE. Further, Lessee shall be responsible for any and all improvements to or retrofitting of the Premises as may be required by law for compliance with the Americans with Disabilities Act, as amended, or similar state or federal law, and any regulations promulgated thereunder.

It is also agreed by Lessee that violation of any covenant herein contained shall constitute forfeiture of Lessee's right to occupy the Premises, and City shall be entitled to immediate possession thereof without the necessity of legal proceedings.

City and City's employees, agents and representatives shall have the right to enter upon and inspect the Premises at any reasonable time and after reasonable notice during Lessee's normal business hours, for the purpose of ascertaining compliance with the terms of this lease and/or the condition of the Premises.

III.

Lessee shall be responsible for obtaining any necessary utility services and agrees to assume all charges in connection therewith.

Lessee shall be responsible for the installation, maintenance and expense of its own telephone service and security system.

Lessee shall not permit any mechanic's lien to be placed upon the Land, Building or Premises, caused by or resulting from work performed, materials furnished, or obligations incurred by or at the request of Lessee, and in the case of such filing of such lien, Lessee agrees to promptly pay the same or otherwise cause the immediate release of the same.

Lessee shall be responsible for all payment of taxes levied or assessed against the Premises and/or personal property located thereon, during the Term.

IV.

Lessee shall, at its own cost and expense, make all improvements needed to use Premises for the purpose of loading and unloading product and materials and for outdoor storage of various building materials.

Lessee shall, at its own cost and expense, keep and maintain all parts of the Premises in good condition, promptly making all necessary repairs and replacements, including but not limited to, windows, interior walls, finish work,

floor covering, fixtures, fencing, paved surfaces, pest extermination, mowing and weed eating, and regular removal of trash and debris. Lessee shall be responsible for structural maintenance of the Building and Premises, including, but not limited to, plumbing, electrical service, and heating and air conditioning. Lessor will not be responsible for any repairs or maintenance of the Premises.

Lessee shall not make structural leasehold improvements to the Premises without the review and approval of the City Manager, or his designee, which consent shall not be unreasonably withheld or delayed. All such leasehold improvements to be made by Lessee shall be made in a good and workmanlike manner, and in accordance with the plans approved by the City Manager or his designee.

City hereby grants Lessee permission to demolish the existing used oil concrete containment structure and Lessee is not required to rebuild said structure upon termination of this lease.

V.

Upon termination of this lease by City or Lessee, City and Lessee agree that Lessee may at Lessee's sole expense, remove its trade fixtures, including equipment, provided that such removal shall not impair the structural integrity of the Premises; such determination shall be made by the City Manager, or his designee acting reasonably, and same shall be binding on the parties hereto: and Lessee shall repair any damages caused by such removal to the reasonable satisfaction of the City Manager, or his designee.

VI.

Lessee shall, at Lessee's expense, obtain all governmental licenses and permits necessary for the permitted uses of the Premises and shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises; also, promptly comply with all governmental orders and directives for the correction, prevention and abatement of violations, nuisances and hazardous conditions in or upon, or connected with the Premises.

VII.

AS A CONDITION HEREOF, LESSEE AGREES TO INDEMNIFY AND DEFEND CITY AGAINST ANY AND ALL CLAIMS FOR INJURIES, DAMAGES, COSTS AND EXPENSE, TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY THE USE, OCCUPANCY OR MAINTENANCE OF THE PREMISES BY LESSEE, OR FROM ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF ANY REPRESENTATIVE, AGENT, INVITEE AND /OR EMPLOYEE OF LESSEE. LESSEE HEREBY AGREES TO DEFEND ANY AND ALL SUITS, CLAIMS, OR CAUSES OF ACTION BROUGHT AGAINST CITY ON ACCOUNT OF

SAME AND DISCHARGE ANY JUDGMENT OR JUDGMENTS THAT MAY BE RENDERED AGAINST CITY IN CONNECTION THEREWITH.

VIII.

The Lessee shall procure and maintain at its sole cost and expense for the duration of this lease insurance against claims for injuries to persons or damages to property that may arise from or in connection with the use and occupancy of the Premises by the Lessee, and the Lessee's agents, representatives, volunteers, employees or subcontractors. The Lessee's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Lessee's insurance and shall not contribute to it. Further, the Lessee shall include the City as an additional insured under its insurance policy. All coverage for subcontractors shall be subject to all the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before occupancy of the Premises by the Lessee.

Standard Insurance Policies Required:

- (a) Commercial General Liability Policy
- (b) Automobile Liability Policy
- (c) Workers' Compensation Policy

General Requirements Applicable to All Policies:

- (a) General Liability and Automobile Liability insurance shall be written by a carrier with a A:VIII or better rating in accordance with the current Best Key Rating Guide.
- (b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- (c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- (d) "Claims Made" policies will not be accepted.
- (e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

(f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.

(g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Brenham.

(h) Upon request, certified copies of all insurance policies shall be furnished to the City of Brenham.

Commercial General Liability

(a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Automobile Liability

(a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

6. Worker's Compensation

(a) Employer's Liability limits of \$100,000.00 for each accident is required.

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

(a) The company is licensed and admitted to do business in the State of Texas.

(b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Department of Insurance.

(c) All endorsements and insurance coverage according to requirements and instructions contained herein.

(d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.

(e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

IX.

Lessee shall not assign this lease or sublet the Premises or any part thereof without the prior written consent of City.

Lessee shall not occupy or use or allow the Premises to be occupied or used for any business or purpose deemed extra hazardous because of the threat of fire or otherwise, such determination to be made by the City Manager or his designee.

X.

In the event the Premises are substantially or totally damaged or destroyed or rendered partially unfit for occupancy by natural disaster, or fire or water damage or other casualty, either party may elect to terminate this Lease.

XI.

City may, by written notice to Lessee, immediately terminate this lease, notwithstanding the provisions of Article XII herein, if Lessee fails to operate as described in Section IV on the Premises. Additionally, either party may terminate this lease for any reason upon providing the other party with ninety (90) days written notice.

XII.

If either party defaults in the performance of any obligation or covenant herein, the non-defaulting party may enforce the performance of this lease in any manner provided by law. This lease may be terminated at the non-defaulting party's discretion if such default continues for a period of thirty (30) days after written notification of such default and of the intention of the non-defaulting party to declare this lease terminated, provided, however, if the default is not capable of being fully cured within thirty (30) days, the defaulting party shall be allowed the needed additional time to cure the default if (i) the defaulting party begins the cure within the thirty (30) days period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-defaulting party. Such notice shall be sent by the non-defaulting party to the party in default. If Lessee, as the defaulting party, has not substantially cured the default within the time period referenced above, this lease shall terminate. Thereafter, City, if the non-defaulting party, or its agents, shall have the right, without further notice or demand, to enter the Premises and remove all persons and property there from without being deemed guilty of trespass and without waiving any other remedies for arrears of rent or breach of covenant. City or its agents may resume possession of the Premises and relet the same for the

remainder of the Term, and/or exercise any other remedy available to the City by law or equity.

XIII.

City and its agents shall not be liable to Lessee or to Lessee's employees, patrons, visitors, invitees or any other persons for any injury to any such persons or any damage to personal property occurring on the Premises caused by the negligence or misconduct of Lessee and/or its employees, agents or volunteers.

XIV.

Subject to prior written approval of the City Manager or his designee, Lessee shall have the right to erect signs on the Premises, provided that Lessee bears the expense of all signs it places on the Premises and the sign(s) conform to the ordinances and regulations of the City of Brenham.

XV.

Any waiver by City or Lessee of any default or breach of any term, covenant, condition, agreement, provision or stipulation herein contained shall not constitute a waiver of any subsequent default or breach of the same or any other term, covenant, condition, agreement, provision or stipulation hereof.

XVI.

The lease agreement constitutes the full and final expression of the agreement between City and Lessee, through the entire Term and it may not be amended except by written instrument signed by both parties.

XVII.

All notices required under this lease shall be written notices. Any notice or document required or permitted to be delivered herein shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the addresses set out below, or at such other addresses as they may specify by notice delivered in accordance herewith:

City of Brenham
Attn: Donald Reese
P.O. Box 1059
Brenham TX 77834

XVIII.

This lease is expressly made subject to the ordinances of the City of Brenham, and all applicable state and federal laws. Should any legal action be instituted in connection with this lease, legal venue for all purposes shall lie exclusively in Washington County, Texas.

XIX.

The parties hereto agree that the prevailing party in any dispute between the parties arising out of this lease shall be entitled to recover its reasonable attorney's fees and costs.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands this the 30 day of March, 2021.

LESSEE:
WOODSON LUMBER CO.
OF BRENHAM

By: Craig Blum
Craig Blum, President

LESSOR:
CITY OF BRENHAM

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

ATTEST:

By: [Signature]

By: _____
Jeana Bellinger, TRMC,
CMC
City Secretary



307 S. Market St.

1 inch = 75 feet



"Exhibit A"



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon An Ordinance on Its First Reading Amending Chapter 24, Taxation, Article II, Hotel Occupancy Tax, of the Code of Ordinances of the City of Brenham

Meeting Type: Regular Meeting-April 15, 2021

Department: Administration

Staff Contact: Jeana Bellinger

Classification: Regular

SUMMARY STATEMENT:

In preparation for the transition to on-line payment of hotel occupancy taxes, the City's current ordinance (Chapter 24, Taxation, in the Code of Ordinances) needs to be amended to allow for electronic payments, remove wording indicating hotel occupancy taxes can be paid to the City Secretary, and amend language related to the due date of the reports and payments.

Attached to this item is a redlined version of the current ordinance showing the changes made as well as a clean version for first reading.

ATTACHMENTS:

- (1) Chapter 24 - Redlined
- (2) Chapter 24 - 1st Reading

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Ordinance on its first reading amending Chapter 24, Taxation, Article II, Hotel Occupancy Tax, of the Code of Ordinances of the City of Brenham

ORDINANCE NO. _____

Deleted: O-14-003

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 24, TAXATION, ARTICLE II, HOTEL OCCUPANCY TAX, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS PROVIDING FOR THE ELECTRONIC COLLECTION OF HOTEL OCCUPANCY TAXES AND ADDITIONAL MATTERS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVING FOR PROPER NOTICE AND MEETINGS

Deleted: ORINDANCES

Deleted: RELATED TO THE COLLECTION OF HOTEL OCCUPANCY TAXES...

WHEREAS, the City of Brenham ("City") is a Texas home-rule municipality; and

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

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

WHEREAS, Chapter 351 of the Texas Tax Code allows for the imposition and collection of hotel occupancy taxes by municipalities; and

WHEREAS, the City Council desires to amend Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham in order to conform Chapter 24 with state laws related to hotel occupancy tax collection and procedures, and to provide for other beneficial changes;

NOW, THEREFORE, be it ordained by the City Council of the City of Brenham, Texas that:

SECTION 1.

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

SECTION 2.

The Code of Ordinances of the City of Brenham, Texas, Chapter 24, TAXATION, Article II, HOTEL OCCUPANCY TAX, Sections 24-24, 24-25 and 24-26 are hereby amended to read as follows:

Deleted: is

Sec. 24-24. Reports.

Every Hotelier required hereby to collect the tax imposed by this Article shall electronically file a report with the City using the City's designated electronic filing system, showing the consideration paid for all room occupancies in the preceding month. Additionally, every Hotelier shall pay the amount of tax collected on the City's behalf for such occupancies using the City's designated electronic filing system.

Deleted: Secretary

Deleted: ,

Deleted: and

Deleted: , and any other information as the City Secretary may reasonably require

The report required by this section 24-24 and the taxes collected by a Hotelier and payable to the City pursuant to this Article must be received in full by the City no later than the last day of the month following the calendar month in which the taxes were collected.

Deleted: Secretary's office

Deleted: If the last day of the month falls on a Saturday, Sunday, or Holiday, designated by the City, said tax payment must be received by the City Secretary's office no later than the close of business on the next regular business day.

Such Hoteliers shall pay to the City the tax due on such occupancies at the time of filing such report.

Deleted: Each Hotelier shall also furnish to the City Secretary a copy of the quarterly tax report filed with the State Comptroller in connection with the State of Texas Hotel Occupancy Tax, such report shall be furnished on or before the date the report is required to be filed with the State Comptroller.

Sec. 24-25. Rules and regulations.

The City Manager, or his designee, shall have the power to make such rules and regulations as are necessary to effectively collect the tax levied herein, and shall upon reasonable notice have access to books and records of each Hotelier necessary to enable the City to determine the correctness of any report filed as required by this Article and the amount of taxes due under the provisions of this Article.

Deleted: Secretary

Deleted: Secretary

If, as a result of an audit conducted under this Article, the City obtains documents or other information showing a failure to collect or pay when due both the tax imposed by this Article and the tax imposed by Chapter 156, Texas Tax Code, the City Manager, or his designee, shall notify and submit the relevant information to the State Comptroller's Office.

Deleted: Secretary

Sec. 24-26. Violations; penalties.

(a) If any Hotelier required by the provisions of this Article to collect the tax imposed herein, to make reports as required herein, and to pay to the City the tax imposed herein shall fail to collect such tax, shall fail to file such report, or shall fail to pay such tax, or if such person shall file a false report, such person shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed five hundred dollars (\$500.00).

Deleted: Secretary

(b) If any Hotelier shall fail to file a report as required by this Article or shall fail to pay to the City the tax as imposed by this Article when said report or payment is due, said person shall pay to the City as a penalty the greater amount of: (1) five percent (5%) of the total tax due; or (2) five dollars (\$5.00).

Deleted: at the City Secretary's Office

Deleted: an

Deleted: administrative

An additional penalty of the greater amount of (1) five percent (5%) of such delinquent tax; or (2) five dollars (\$5.00), shall be paid to the City if the tax is paid more than thirty (30) days after the original due date. Any person who fails to pay the tax due as required by this Article is liable to the City for interest on the unpaid amount at the greater of: (1) the rate provided by the Texas Tax Code Section 111.060(b); or (2) the rate imposed by the City on January 1, 2013, said rate being ten percent (10%) per annum. Interest on delinquent taxes due to the City as required by this Article accrues from the first day after the date due until the tax is paid.

Deleted: administrative

In addition to all taxes, penalties, and interest payable to the City, a twenty-five dollar (\$25.00) administrative fee shall be imposed for taxes that remain delinquent more than thirty (30) days after the original due date.

Deleted:

SECTION 3.
SAVINGS CLAUSE

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

SECTION 4.
SEVERABILITY

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

SECTION 5.
REPEALER

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

SECTION 6.
EFFECTIVE DATE

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

SECTION 7.
PROPER NOTICE AND MEETINGS

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

|

PASSED AND APPROVED on its first reading this the ____ day of _____,
2021,

Deleted: 14

|

PASSED AND APPROVED on its second reading this the ____ day of _____,
2021,

Deleted: 14

Milton Y. Tate, Jr.
Mayor

ATTEST:

|

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 24, TAXATION, ARTICLE II, HOTEL OCCUPANCY TAX, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS PROVIDING FOR THE ELECTRONIC COLLECTION OF HOTEL OCCUPANCY TAXES AND ADDITIONAL MATTERS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVING FOR PROPER NOTICE AND MEETINGS

WHEREAS, the City of Brenham (“City”) is a Texas home-rule municipality; and

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

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

WHEREAS, Chapter 351 of the Texas Tax Code allows for the imposition and collection of hotel occupancy taxes by municipalities; and

WHEREAS, the City Council desires to amend Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham in order to conform Chapter 24 with state laws related to hotel occupancy tax collection and procedures, and to provide for other beneficial changes;

NOW, THEREFORE, be it ordained by the City Council of the City of Brenham, Texas that:

SECTION 1.

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

SECTION 2.

The Code of Ordinances of the City of Brenham, Texas, Chapter 24, TAXATION, Article II, HOTEL OCCUPANCY TAX, Sections 24-24, 24-25 and 24-26 are hereby amended to read as follows:

Sec. 24-24. Reports.

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The report required by this section 24-24 and the taxes collected by a Hotelier and payable to the City pursuant to this Article must be received in full by the City no later than the last day of the month following the calendar month in which the taxes were collected.

Such Hoteliers shall pay to the City the tax due on such occupancies at the time of filing such report.

Sec. 24-25. Rules and regulations.

The City Manager, or his designee, shall have the power to make such rules and regulations as are necessary to effectively collect the tax levied herein, and shall upon reasonable notice have access to books and records of each Hotelier necessary to enable the City to determine the correctness of any report filed as required by this Article and the amount of taxes due under the provisions of this Article.

If, as a result of an audit conducted under this Article, the City obtains documents or other information showing a failure to collect or pay when due both the tax imposed by this Article and the tax imposed by Chapter 156, Texas Tax Code, the City Manager, or his designee, shall notify and submit the relevant information to the State Comptroller's Office.

Sec. 24-26. Violations; penalties.

- (a) If any Hotelier required by the provisions of this Article to collect the tax imposed herein, to make reports as required herein, and to pay to the City the tax imposed herein shall fail to collect such tax, shall fail to file such report, or shall fail to pay such tax, or if such person shall file a false report, such person shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed five hundred dollars (\$500.00).
- (b) If any Hotelier shall fail to file a report as required by this Article or shall fail to pay to the City the tax as imposed by this Article when said report or payment is due, said person shall pay to the City as a penalty the greater amount of: (1) five percent (5%) of the total tax due; or (2) five dollars (\$5.00).

An additional penalty of the greater amount of (1) five percent (5%) of such delinquent tax; or (2) five dollars (\$5.00), shall be paid to the City if the tax is paid more than thirty (30) days after the original due date. Any person who fails to pay the tax due as required by this Article is liable to the City for interest on the unpaid amount at the greater of: (1) the rate provided by the Texas Tax Code Section 111.060(b); or (2) the rate imposed by the City on January 1, 2013, said rate being ten percent (10%) per annum. Interest on delinquent taxes due to the City as required by this Article accrues from the first day after the date due until the tax is paid.

In addition to all taxes, penalties, and interest payable to the City, a twenty-five dollar (\$25.00) administrative fee shall be imposed for taxes that remain delinquent more than thirty (30) days after the original due date.

SECTION 3. **SAVINGS CLAUSE**

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

SECTION 4. **SEVERABILITY**

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

SECTION 5. **REPEALER**

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

SECTION 6. **EFFECTIVE DATE**

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

SECTION 7. **PROPER NOTICE AND MEETINGS**

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

PASSED AND APPROVED on its first reading this the ____ day of _____,
2021.

PASSED AND APPROVED on its second reading this the ____ day of _____,
2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon Bid No. 21-007 for Mowing, Maintenance and Clean-Up Services for Various City Buildings, Public Properties and Parking Lot Areas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 15, 2021

Department: Purchasing

Staff Contact: Kyle Branham

Classification: Regular

SUMMARY STATEMENT:

On March 24, 2021, the Purchasing Department opened bids for the annual Mowing, and Cleanup Services that are performed throughout various City locations. There were 2 (two) bids and one (1) no-bid received out of the eight (8) vendors it was sent to.

This bid contains twenty-two (22) locations around the city that consist of open park property, medians, alley/easements, parking lot areas, vacant city owned lots and municipal facilities. This bid had an increase from 2018 in number of locations from twenty-one (21) to twenty-two (22), with the additional lot being the City owned property off Prairie Lee St. This additional property was added as an addendum in 2019 and has been accounted for in the budget. The Contract will also provide mowing and cleanup services for private properties within the City limits in violation of City Code.

Gene's Services submitted the lowest bid of the three. Staff feels very comfortable awarding the bid to Gene's Services since he has been the current vendor for the past 8 years. Gene Patrick has done an outstanding job and has been willing to work with the City on additions or deletions as they have come up. He also provides a quality service and meets all our specifications regarding this bid.

Staff is recommending that council award the Mowing and Cleanup Services contract to Gene's Services in the amounts shown on the bid tabulation. Total cost expected annually based off 32 mowings per year is \$58,186.00. Code Enforcement rates were based off unit price per occurrence. These costs are split up based on the serviced provided to each department. The term of the contract is for three (3) years with the option to renew for an additional two (2) years if both parties agree.

ATTACHMENTS:

(1) Bid Tabulation

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Award Bid #21-007 to Gene's Services related to the mowing, grounds maintenance and cleanup services for various City buildings, public properties and parking lost areas, for a period of three (3) years with the option to renew for an additional two (2) years if both parties agree to the terms, and authorize the Mayor to execute any necessary documentation.



Mowing, Grounds Maintenance, & Cleanup Services

21-007 Bid Tabulation

Wednesday, March 24, 2021 @ 2PM

BIDDERS	Genes Services	Yellowstone Landscapes	Washington County Landscapes
Parks Department Locations Total 1-18 & 21-22	\$55,291.00	\$152,270.72	N/B
Parks Department Location Total 19-20b	\$2,895.00	\$4,825.60	N/B
Total Parks Locations	\$58,186.00	\$157,096.32	N/B
Code Violation Properties	\$296.00	\$ 293.00	N/B



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-010 Authorizing the Submission of a Grant Application to the Texas Department of Agriculture (TDA) for the Community Development Block Grant (TxCDBG) Program for Rural Texas

Meeting Type: Regular Meeting-April 15, 2021

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

Classification: Regular

SUMMARY STATEMENT:

The Community Development Block Grant (TxCDBG) for Rural Texas's primary objective is to develop viable communities by providing housing and suitable living environments and expanding economic opportunities for low-to-moderate income persons. The Community Development Fund is the largest fund category in the TxCDBG Program. The Max Award is \$350,000. The application deadline is May 3, 2021.

On March 11, 2021, Council awarded RFP No. 21-005 related to the grant administration and/or planning services for the TxCDBG Program for Rural Texas to Public Management Inc. On March 11, 2021, Council also awarded RFQ No. 21-006 related to engineering/architectural/surveying services for the TxCDBG program to Strand Associates.

City staff and both parties met in mid-March to collaborate and discuss projects suitable for the program. The project consists of road and drainage improvements off Carrington Lane.

A 20% local match commitment has been allocated to the construction activity. The match of \$70,000 is committed by the City of Brenham General Fund and Drainage Fund.

ATTACHMENTS:

(1) Resolution No. R-21-010

RELEVANCE TO COMPREHENSIVE PLAN:

Goal GC 3. A growth pattern that provides for the long-term financial sustainability of the City, balancing infrastructure investment and other public service needs of new development with reinvestment/rehabilitation needs of existing developed areas.

RECOMMENDED ACTION:

Approve Resolution No. R-21-010 authorizing the submission of a grant application to the Texas Department of Agriculture (TDA) for the Community Development Block Grant (TxCDBG) Program for Rural Texas.

RESOLUTION NO. R-21-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE MAYOR AND THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of Brenham desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to- moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of Brenham to apply for funding under the Texas Community Development Block Grant Program;

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

Section 1: That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.

Section 2: That the City's application be placed in competition for funding under the Community Development Fund.

Section 3: That the application be for \$350,000 of grant funds for street and drainage improvements in the City.

Section 4: That the City Council directs and designates the following to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program:

- The Mayor and City Manager shall serve as the City's Chief Executive Officers and Authorized Representatives to execute this application and any subsequent contractual documents; and

- The Mayor and City Manager are authorized to execute environmental review documents between the Texas Department of Agriculture and the City; and
- If this application is funded, the Mayor, City Manager, Assistant City Manager of Public Services and Utilities, and Director of Public Works are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.

Section 5: That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

Section 6: That it further be stated that the City of Brenham is committing \$70,000.00 from its General Fund and Drainage Utility Fund as a cash contribution toward this project.

RESOLVED this 15th day of April 2021.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary