



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, APRIL 4, 2019 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN ST.
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Wright**
- 3. Service Recognitions**
 - **Daniel McCracken, Public Utilities** **20 Years**
 - **Lowell Ogle, Public Utilities** **35 Years**
- 4. Citizens Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

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

- 5-a. Minutes from the February 28, 2019 Special City Council Meeting and March 7, 2019 Regular City Council Meeting** **Pages 1-13**
- 5-b. Approve a Noise Variance from the Washington County Ministerial Association for a National Day of Prayer Event to be Held on May 2, 2019 from 11:30 a.m. – 1:15 p.m. at the Courthouse Gazebo and Authorize the Mayor to Execute Any Necessary Documentation** **Page 14**
- 5-c. Approve a Noise Variance from the Brenham Maifest Association for the 2019 Maifest Events to be Held May 2 Through May 4, 2019 and Authorize the Mayor to Execute Any Necessary Documentation** **Page 15**

- 5-d. Approve a Ground Space Lease Agreement with Mark Pollard for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 16-24**

WORK SESSION

- 6. Presentation and Discussion Regarding Chapter 8½, Flood Damage Prevention, of the Code of Ordinances of the City of Brenham** **Page 25**

REGULAR SESSION

- 7. Discuss and Possibly Act Upon an Agreement for Assistance Through the U.S. Department of Agriculture Natural Resources Conservation Service Emergency Watershed Protection Program for Higgins Branch and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 26-41**
- 8. Discuss and Possibly Act Upon Resolution No. R-19-011 Adopting the 2019-2024 Washington County Hazard Mitigation Action Plan as It Applies to the City of Brenham** **Pages 42-60**
- 9. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 12, Health and Sanitation, of the Code of Ordinances of the City of Brenham, Regarding Use of Tobacco at City-Owned Facilities** **Pages 61-65**
- 10. Discuss and Possibly Act Upon the Renewal of the Microsoft Enterprise Agreement with Microsoft Corporation, through Microsoft Affiliate SHI Government Solutions, and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 66-69**

EXECUTIVE SESSION

- 11. Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding the Possible Acquisition of Real Property in the Downtown Area** **Page 70**

RE-OPEN REGULAR AGENDA

- 12. Discuss and Possibly Act Upon the Purchase of Real Property in the Downtown Area for Future Municipal Improvements and Authorize the Mayor to Execute Any Necessary Documentation** **Page 71**
- 13. Administrative/Elected Officials Report**

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

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 4, 2019 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on April 1, 2019 at **12:45 PM**.

Kacey A. Weiss, TRMC

Deputy City Secretary I

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

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

Signature

Title

Brenham City Council Minutes

A special meeting of the Brenham City Council, the City of Brenham Planning and Zoning Commission, and the City of Brenham Board of Adjustments was held on February 28, 2019 beginning at 11:00 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

City of Brenham City Council Members present:

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

Members absent:

Councilmember Albert Wright

City of Brenham Planning & Zoning Commission Members present:

M. Keith Behrens – Chairman
Dr. Deanna Alfred – Vice Chairman
Leroy Jefferson
Calvin Kossie
Nancy Low
Lynnette Sheffield
Marcus Wamble

Members absent:

None

City of Brenham Board of Adjustment Members present:

Arlen Thielemann
Johanna Fatheree
MaLisa Hampton
Thomas Painter

Members absent:

Jon Hodde
Jarvis Van Dyke - alternate

Others present:

City Manager James Fisher, City Secretary Jeana Bellinger, Assistant City Manager - Chief Financial Officer Carolyn Miller, Human Resources Director Susan Nienstedt, Director of Tourism and Marketing Jennifer Eckermann, Communication and Public Relations Manager Melinda Gordon, Fire Chief Ricky Boeker, Police Captain Dant Lang, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Lori Sanguedolce, Assistant Director of Development Services Stephanie Doland, and Planning Technician Kim Hodde

Citizens present:

Gary Mitchell and Meredith Dang

Media Present:

Josh Blaschke, KWHI

1. **Call Meeting to Order**
2. **Invocation and Pledges to the US and Texas Flags – City Manager James Fisher**

WORK SESSION

3. **Discussion and Presentation Regarding the City of Brenham's Comprehensive Plan, Including But Not Limited to the City's Existing Comprehensive Plan, the Development and Preparation of an Updated/New Comprehensive Plan and the Process Related Thereto, and Associated Matters.**

Assistant Director of Development Services Stephanie Doland presented this item. Doland explained that on September 20, 2018, the City Council approved a professional services agreement with Planning Consultant, Kendig Keast Collaborative (KKC) for the purposes of developing a Comprehensive Plan update. Doland reported that since that time the following Comprehensive Planning activities occurred:

- Initial joint workshop with City Council and Planning and Zoning Commission (December 2018)
- Background surveys with City Departments (October/November)
- Informal listening sessions with four 10-15 person groups from the community (December, January, and February 2019)
- Town Hall Meeting on Brenham's Future (January 2019)
- A survey administered at the Town Hall Meeting on Brenham's future received 84 responses
- Initial meeting with a Comprehensive Plan Advisory Committee (December 2018)

Doland stated that the aforementioned meetings and planning workshops have served as a foundation for the existing City portion of the Comprehensive Plan which details the Brenham community in its existing conditions; the focus of the remaining input meetings and planning workshops will now transition from background research to what Brenham could be in 20 to 40 years, or the Future City. Doland stated that in this workshop the Brenham City Council, Planning and Zoning Commission, and Board of Adjustment will review the research conducted, determine the degree of consensus on the proposed direction, review population projection scenarios and provide feedback related to the Future City elements of the plan.

Meredith Dang presented on behalf of KKC. She began by summarizing 10 key numbers:

- 46.8% of Washington County's population lives within Brenham as of 2018
- 31.7% of all housing units are renter-occupied as of 2018
- Home values in Brenham have increased by 112% since 2000
- 34.4% of land within the city limits is undeveloped
- 10 cities in Texas own and operate the electric, gas, water, and wastewater systems in their community
- The economic impact to Brenham from Blinn College is \$87 million
- Leakage in retail spending in 2017 from the Brenham retail trade area was \$534 million
- The City maintains 81 miles of roadway
- From 2016-2018 the average number of crashes per day was 1.5
- There are 298 acres of park space in Brenham

Dang stated survey respondents were asked to rank their top five community priorities, and the most common responses were:

- Downtown investment/enhancement
- Diverse employment opportunities
- Police/fire/ambulance services
- More shopping and services
- Improve traffic flow

Dang also presented the top responses to the community priorities question from the Town Hall Meeting Group

- Housing
- Jobs/economy
- Roads/infrastructure

Dang stated the respondents considered the following Personal and Community Values important to factor into the Comprehensive Plan:

- Healthy living/outdoors/recreation
- Families
- Safety

- Seniors
- Education and youth activities (tie)

Dang presented the top six priorities for the future of Brenham, which were based on the survey findings, input from the Comprehensive Plan Advisory Committee, joint workshop with the City elected and appointed officials, results of varied public engagement activities, and the consultant team's own input:

- Growth and Revitalization strategies
- Focusing on economic essentials and strong tax base
- Housing costs and options inside the City of Brenham
- Attention to Brenham's infrastructure
- An even more livable Brenham
- New and improved implementation tools to advance plan priorities

Dang provided five guiding principles that will be used through the remainder of the plan development process:

- Brenham will emphasize quality as it grows, ensuring growth is managed in a way that adds value to the City, while also strengthening existing neighborhoods and commercial areas
- Brenham will be adaptable by focusing on developing and sustaining a diverse economy that attracts and retains individuals and families to put down roots in the community, while providing a robust range of housing to accommodate people in all stages of life.
- Brenham will be authentic by continuing to focus on those elements that differentiate Brenham such as its historic downtown, natural assets, Blinn College, and its "small town feel" as a benefit for both current and future residents to enjoy.
- Brenham will be active by enabling healthy living through offering quality and safe City parks and recreational opportunities, by prioritizing the ability to walk and bicycle safely, and by committing to maintain high levels of public safety services.
- Brenham will be collaborative by pursuing and maintaining partnerships in all arenas, including housing, transportation, infrastructure, economic development, emergency response, and arts and culture.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on March 7, 2019 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary I Kacey Weiss, Deputy City Secretary II Karen Stack, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Human Resources Director Susan Nienstedt, Cynthia Longhofer, Crystal Locke, Police Chief Allwin Barrow, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Lori Sanguedolce, Stephanie Doland and Josh Sebastian

Citizens present:

Robert Stark, Melissa Contreras, Trey Tow, Michele Kwiatkowski, Ken Smith, Mary Thornhill, Elizabeth Price, Adonna Saunders, Blake Brannon, Brad Trochta and Dorothy Morgan

Media Present:

Natalie Frels, Brenham Banner Press; and Josh Blaschke, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Y. Tate, Jr.**

3. Citizens Comments

Citizen Ken Smith addressed Council regarding the intersection at Chappell Hill and Main Streets. Smith stated that he is concerned about the numerous accidents at the intersection. Mayor Tate advised that staff would look into it and contact him.

CONSENT AGENDA

4. Statutory Consent Agenda

4-a. Minutes from the February 21, 2019 Special City Council Meeting and February 21, 2019 Regular City Council Meeting

4-b. Approve a Noise Variance for the City of Brenham for a Pop-Up Play Day to be Held on March 9, 2019 from 11:00 a.m. – 2:00 p.m. at Hattie Mae Flowers Park and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to approve the Statutory Consent Agenda Item 4-a. as presented.

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

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

A motion was made by Councilmember Herring and seconded by Councilmember Kolby to approve the Statutory Consent Agenda Item 4-b. as presented.

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

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

PUBLIC HEARING

- 5. Public Hearing to Consider an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning District of a 2.539 Acre Tract of Land, Part of the John Long Survey, A156, in Brenham, Washington County, Texas from a Mixed Residential Use (R-2) District to a Commercial Research and Technology Use (B-2) District (Case No. P-19-006)**

Mayor Tate opened the Public Hearing.

Assistant Director of Development Services Stephanie Doland presented this item. Doland explained that John Hermann and Gregg Appel are the property owners of a vacant 2.539-acre tract of land located west of the intersection of South Market Street and Cantey Street. Doland stated that the applicants are requesting the property be rezoned to allow the entire tract to contain a uniform zoning district for marketability and redevelopment purposes. Doland advised that the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request.

Mayor Tate closed the Public Hearing.

REGULAR SESSION

- 6. Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2018**

Assistant City Manager – Chief Financial Officer Carolyn Miller and Seidel Schroeder Audit Partner, Michele Kwiatkowski, presented this item. Kwiatkowski advised Council that state law requires that all general-purpose local governments publish, within six months of the close of the fiscal year, a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Kwiatkowski advised the financial statements present fairly, in all material aspects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Brenham, Texas. Kwiatkowski stated that pursuant to state requirements, and on behalf of the Finance Department, she would like to present the Comprehensive Annual Financial Report (CAFR) of the City of Brenham for the fiscal year ended September 30, 2018.

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Wright to accept the audit from Seidel Schroeder for Fiscal Year 2018.

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

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

7. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District of a 2.539 Acre Tract of Land, Part of the John Long Survey, A156, in Brenham, Washington County, Texas from a Mixed Residential Use (R-2) District to a Commercial Research and Technology Use (B-2) District (Case No. P-19-006)

A motion was made by Councilmember Kolby and seconded by Councilmember Herring to approve an Ordinance on its first reading amending the Official Zoning Map of the City of Brenham, to change the zoning district of a 2.539 acre tract of land, part of the John Long Survey, A156, in Brenham, Washington County, Texas from a Mixed Residential Use (R-2) District to a Commercial Research and Technology Use (B-2) District (Case No. P-19-006).

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

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

8. Discuss and Possibly Act Upon Ordinance No. O-19-012 on Its Second Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas by Amending Part 1, Sec. 5.02 Definitions, to Redefine Accessory Building or Use, Garage Apartment and Establish a New Definition for Accessory Dwelling Units (ADU); Part II, Division 1, Section 10 – Accessory Structures and Uses to Establish Standards Related to the Development of Such Uses; Part II, Division 1, Section 17 – Height and Area Exceptions of General Applicability; and Part II, Division 2 – Zoning District Regulations, to Allow Accessory Dwelling Units by Specific Use Permit in the Residential (R-1), Mixed Residential (R-2), and Manufactured Home Residential (R-3) Zoning Districts and By-Right in the Local Business/Residential Mixed Use (B-1) Zoning District (Case No. P-18-025)

Assistant Director of Development Services Stephanie Doland presented this item. Doland explained that this request was initiated by Mary Thornhill to amend the zoning ordinance to allow accessory dwelling units (ADUs) uses within various residential zoning districts and to establish use specific standards for such uses. Doland stated that on February 7, 2019 Council held a Public Hearing and no citizen comments were made. Doland advised that during the regular agenda item, Council directed staff to conduct additional research on the topic and the item was tabled for future consideration at the February 21, 2019 Council Meeting.

Doland explained that on February 21, 2019 Council reconsidered the request and unanimously voted to recommend approval of the staff proposed text amendment, with the condition the Planning and Zoning Commission recommendation be upheld and the height restriction be removed.

A motion was made by Councilmember Herring and seconded by Councilmember Kolby to approve Ordinance No. O-19-012 on its second reading amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas by amending Part 1, Sec. 5.02 Definitions, to Redefine Accessory Building or Use, Garage Apartment and Establish a New Definition for Accessory Dwelling Units (ADU); Part II, Division 1, Section 10 – Accessory Structures and Uses to Establish Standards Related to the Development of Such Uses; Part II, Division 1, Section 17 – Height and Area Exceptions of General Applicability; and Part II, Division 2 – Zoning District Regulations, to Allow Accessory Dwelling Units by Specific Use Permit in the Residential (R-1), Mixed Residential (R-2), and Manufactured Home Residential (R-3) Zoning Districts and By-Right in the Local Business/Residential Mixed Use (B-1) Zoning District (Case No. P-18-025).

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

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

9. Discuss and Possibly Act Upon Ordinance No. O-19-010 on Its Second Reading Providing for the Abandonment of a 1,517 Square Foot Portion and a 137 Square Foot Portion of a 12-Foot Wide Alley in Block 6 of Hurt’s Addition, Bounded on the North by West First Street, Bounded on the East by the Brenham Wholesale Grocery Co., Inc., Called 10,999 Square Foot Tract, Bounded on the South by the Remainder of the 12-Foot Alley, and Being Bounded on the West by the Brenham Wholesale Grocery Co., Inc. Called 0.4726 Acre Tract and the Susan Crawford Called 0.37 Acre Tract, Situated in Brenham, Washington County, Texas, Out of the A. Harrington Survey, Abstract No. 55 and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to remove Item 9 from the table.

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

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

Development Services Director Lori Sanguedolce presented this item. Sanguedolce explained that Brenham Wholesale Grocery Co., Inc. and Richard and Susan Crawford have requested that a portion of the unimproved alley, located off West First Street be abandoned. Sanguedolce advised that both requestors ask they get their respective portion of the alley. Sanguedolce noted that the abandonment of this alley does not create an undue burden on traffic or on utilities.

Councilmember Cantey stated that she is interested in relieving the City of liability associated with all the easements located throughout Brenham.

Dr. Robert Stark, owner of property at 507 Jackson Street, addressed Council. Stark advised that he would not have any way to access his property from the back if the abandonment is granted.

A motion was made by Councilmember Herring and seconded by Councilmember Kolby to approve Ordinance No. O-19-010 on its second reading providing for the abandonment of a 1,517 square foot portion and a 137 square foot portion of a 12-foot wide alley in Block 6 of Hurt's Addition, bounded on the north by West First Street, bounded on the east by the Brenham Wholesale Grocery Co., Inc. called 10, 999 square foot tract, bounded on the south by the remainder of the 12-foot alley, and being bounded on the west by the Brenham Wholesale Grocery Co., Inc. called 0.4726 acre tract and the Susan Crawford called 0.37 acre tract, situated in Brenham, Washington County, Texas, out of the A. Harrington Survey, Abstract No. 55 and authorize the Mayor to execute any necessary documentation.

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

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

10. Discuss and Possibly Act Upon a Bid for City of Brenham Project No. 2017-15 Related to the 2018 Downtown Drainage and Sidewalk Project and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that on February 12, 2019, bids were opened regarding Downtown Drainage and Streetscape Improvements related to S. Park Street and Church Street. Rau noted that there were 4 bids received and bids were very competitive. Rau stated that with this section of downtown growing it was decided by staff to correct old infrastructure related to drainage and add accessible streetscape amenities to promote growth. Rau advised that these improvements would be funded with 2017 Certificates of Obligations at \$302,000 with an additional \$150,000 coming from the Brenham Community Corporation Development (BCDC) dedicated towards the streetscape improvements portion.

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Wright to approve a bid for City of Brenham Project No. 2017-15 to M&C Fonseca Construction Company, Inc., in the amount of \$368,776.25, related to the 2018 Downtown Drainage and Sidewalk Project and authorize the Mayor to execute any necessary documentation.

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

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

11. Discuss and Possibly Act Upon the Consent of City of Brenham, Texas to the Assignment of the Small Commercial Waste Collection Service (Non-Residential) Agreement Between the City of Brenham and Waste Connections Lone Star, Inc. (formerly known as Progressive Waste Solutions of TX, Inc.) and Authorize the Mayor to Execute any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that on January 28, 2019, staff was notified that Waste Connections (formally Progressive Waste) was interested in assigning the Brenham Small Commercial Waste Collection Service Agreement to Frontier Waste Solutions. Rau advised that this was due to a combination of changes with both Waste Connections and Frontier. Rau stated that this assignment would not change any aspect of the current contract, as it will only obligate Frontier to provide the same service and honor the terms of the current contract. Rau noted that the contract currently is in place until March 2021.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the Consent of City of Brenham, Texas to the Assignment of the Small Commercial Waste Collection Service (Non-Residential) Agreement between the City of Brenham and Waste Connections Lone Star, Inc. (formerly known as Progressive Waste Solutions of TX, Inc.) with an effective date of March 11, 2019 and authorize the Mayor to execute any necessary documentation.

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

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

12. Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Boards and Committees

Deputy City Secretary II Karen Stack presented this item. Stack explained that according to the City of Brenham's Policies and Procedures for Boards and Commissions, a Subcommittee of City Council is to review applications for appointment to Boards and Commissions, and make recommendations to the full Council. The sub-committees recommendations to the Council are as follows:

Building Standards

Walt Edmunds
Stoney Lacina
Arlen Thielemann

Board of Adjustments

Jon Hodde
Mary Lou Winkelmann
Walt Edmunds
Johanna Fatheree

Animal Shelter Advisory Board

Dr. Lee Panko
Susan Cantey
Alison Harper
Robert Davis
Jerry Jares
Phyllis McMahon
Sally Blackie-Sengel

A motion was made by Councilmember Kolby and seconded by Councilmember Cantey to approve the recommendations for appointments and/or re-appointments to various City boards and committees with the addition of Jarvis Van Dyke as an alternate member to the Board of Adjustments.

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

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

13. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- The 2019 Parks and Recreation Guide has been published
- Pop-Up Play Day is March 9th at Hattie Mae Flowers Park
- State of the Community Forum will be held on March 27th at Blinn College
- Joint meeting with Washington County and TxDOT officials on March 21st to discuss future transportation needs

Development Services Assistant Director Stephanie Doland reported on the following:

- Training session for Planning and Zoning Commission and Board of Adjustments is March 18th at 5:30 p.m.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Washington County Ministerial Assn
2. Name and address of individual making application on behalf of sponsoring organization: Billy Sutherland Calvary Baptist
1100 Niebuhr St Brenham TX
3. Purpose of the Event: National Day of Prayer
4. Location of Event: Courthouse
5. Date of the event: MAY 2 2019
6. Time of Event: 11:30A - 1:15P
7. Event Set-up: From: 11:30 To: NOON
- Event Clean-up: From: 1 PM To: 1:15 PM
8. You are required to describe the following:

- a) Types of Activities Planned and any additional information specific to this event: _____

Prayer and Singing

- b) Bands/Musical Instruments: Possibly "praise band"

- c) Sound amplification equipment: Portable Sound @ Gazebo

- d) Cleanup provisions: OUR OWN VOLUNTEERS

Billy Sutherland
Name of Applicant (Printed or Typed)

[Signature]
Applicant or Authorized Person's Signature

Date: 3/25/2019

Phone: 713
703 1246

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

Paid 03/25/19
Cash \$10.00
KW

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Brenham Majest 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 2, 3, 4, 2019
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)

Date: 1/7/19

Phone: 979-277-5124

Catherine Kenjura
Applicant or Authorized Person's Signature

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

**LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH MARK R. POLLARD
(3175 AVIATION WAY – B-4)**

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and MARK R. POLLARD, hereinafter called "Lessee.

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing April 1, 2019, and terminating March 31, 2049. The rent for the first five years shall be eight (\$.08) cents per square foot per year for 1,239 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. On the fifth anniversary and each fifth anniversary thereafter, the rent shall adjust to the prevailing rate at that time, not to exceed an increase of two (\$.02) cents per square foot.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport
4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section C of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. Sales of alcoholic beverages at the leased premises, except with City approval.
4. Sales, advertisement or storage of non-aviation products.
5. Storage, transfer, or sale of fuel.
6. Any sublease which allows further sublease by Lessee's tenant
7. Any use prohibited by law.

G. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the lease area.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment and improvements; and shall repaint the buildings as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for groundskeeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land" (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive uses, if any, which may occur as a result of Lessee's operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport, and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.
6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 2019.

LESSOR

Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

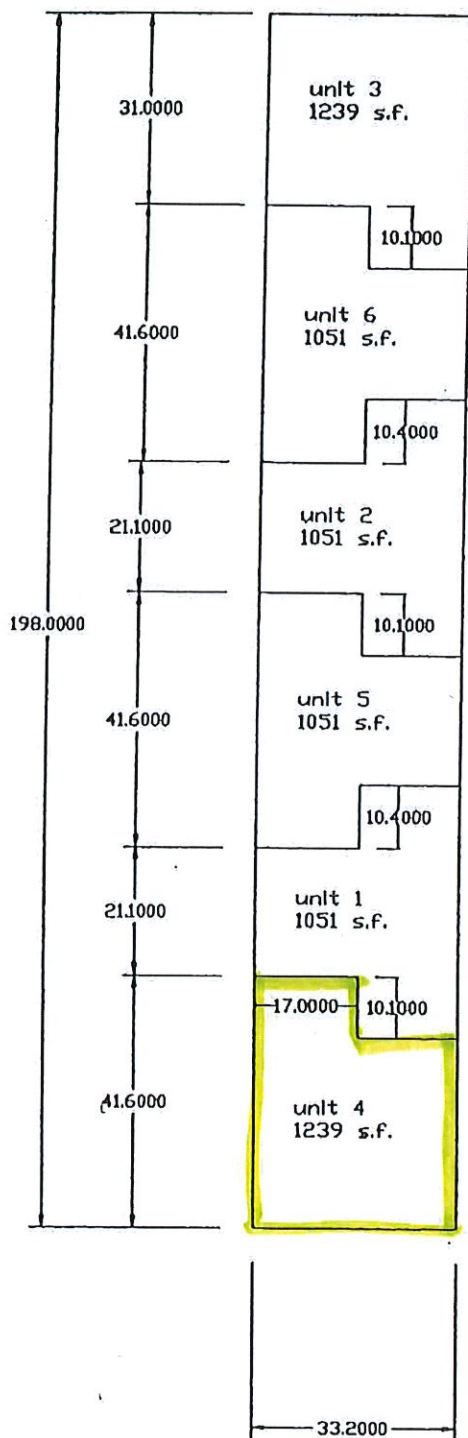
Jeana Bellinger, City Secretary

LESSEE



Mark R. Pollard
999 Salem Road
Brenham, Texas 77833
(979) 421-3065 - cell

Date signed by Lessee: 3-16-19



3175 Aviation Way

← Z

EXHIBIT "A"



AGENDA ITEM 6

DATE OF MEETING: April 4, 2019		DATE SUBMITTED: March 28, 2019	
DEPT. OF ORIGIN: Development Services		SUBMITTED BY: Lori Sanguedolce	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION		CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION	
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION			
AGENDA ITEM DESCRIPTION: Presentation and Discussion Regarding Chapter 8½, Flood Damage Prevention, of the Code of Ordinances of the City of Brenham			
SUMMARY STATEMENT: FEMA recently completed a revision to the countywide Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) for Washington County, Texas and Incorporates Areas. The City of Brenham was not affected by the updated flood hazard information presented in the FIS report and FIRM, but does lie on one or more of the revised map panels. It is necessary for the City to update the floodplain management ordinance known as the Flood Damage Prevention ordinance to reflect the new FIRM effective date of May 16, 2019. While the update to the ordinance is required by FEMA, this is the time to review and revise the Flood Damage Prevention Ordinance to reflect higher standards based on the recent floods.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: None			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: No action – discussion only			
APPROVALS: James Fisher			



AGENDA ITEM 7

DATE OF MEETING: April 4, 2019	DATE SUBMITTED: March 26, 2019															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Lori Sanguedolce															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Agreement for Assistance Through the U.S. Department of Agriculture Natural Resources Conservation Service Emergency Watershed Protection Program for Higgins Branch and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: The City of Brenham requested assistance from through the Emergency Watershed Protection Program for financial assistance when a federal, state, or local emergency is declared. The request was submitted to NRCS on October 12, 2017 for drainage ways throughout the City.																
During Hurricane Harvey, DR-4332, the City of Brenham sustained damages to creeks throughout the City. Higgins Branch from North of W Main Street to east of Burleson Street, Hog Branch through Jackson Street Park, and Little Sandy Creek through Hohlt Park have been identified and approved for the Emergency Watershed Protection Program. This agreement is specifically for Higgins Branch from W. Main Street to east of Burleson Street, approximately 3,260 feet of channel, including Hattie Mae Park. This project will remove and dispose of accumulated sediment by reestablishing flow lines, side slopes, and armor eroded areas. Staff has been working with the City Attorney for the real property certifications (land rights). We have identified the properties owned by the City and has a right to work. We also identified 7 properties that Higgins Branch potentially encroaches on. To be covered by land rights we have presented the property owners with a Right of Entry (ROE) agreement. This will allow the City or City's contractor to work on Higgins Branch Drainage Improvements. We hope to receive all the ROEs soon. Once the agreement is executed by NRCS the City will have 220 days to complete the project.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):																
A. PROS:																
B. CONS:																

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) USDA NRCS Notice of Grant and Agreement Award
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve an agreement for assistance through the U.S. Department of Agriculture Natural Resources Conservation Service Emergency Watershed Protection Program for Higgins Branch and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR197442XXXXC006	2. Amendment Number	3. Award /Project Period 220 Days from date of final signature	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 101 South Main Street Temple, TX 76501		6. Recipient Organization (Name and Address) CITY OF BRENHAM PO BOX 1059 BRENHAM TX 77834-1059 DUNS: 074164922 EIN:	
7. NRCS Program Contact Name: Mark Northcut Phone: (413) 253-4361 Email: Mark.Northcut@tx.usda.gov	8. NRCS Administrative Contact Name: KALAYA WASHINGTON Phone: (202) 692-0353 Email: Kalaya.Washington@wdc.usda.gov	9. Recipient Program Contact Name: Lori Lakatos Phone: (979) 337-7215 Email: llakatos@cityofbrenham.org	10. Recipient Administrative Contact Name: Lori Lakatos Phone: (979) 337-7215 Email: llakatos@cityofbrenham.org
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Lori Lakatos Phone: (979) 337-7215 Email: llakatos@cityofbrenham.org
15. Project Title/ Description: Remove and dispose of accumulated sediment along approximately 3260 feet of channel by reestablishing flow lines, side slopes, and armor eroded areas in Hattie Mae Park.			
16. Entity Type: 02 = City or Township government			
17. Select Funding Type			
Select funding type:	☒ Federal	☒ Non-Federal	
Original funds total	\$589,923.18	\$60,412.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$589,923.18	\$60,412.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$543,708.00	Other	\$46,215.18
Total Direct Cost	\$589,923.18	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$60,412.00
		Total Federal Funds Awarded	\$589,923.18
		Total Approved Budget	\$650,335.18

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative	Signature	Date
Name and Title of Authorized Recipient Representative	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to City of Brenham, hereinafter referred to as the "Sponsor", for EWP Project # 5103 in Washington County, TX for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR - 2017_48477_CoB-001) and described here:

- Remove and dispose of accumulated sediment along approximately 3260 feet of channel by reestablishing flow lines, side slopes, and armor eroded areas in Hattie Mae Park.

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$650,335.18

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (90% NRCS \$543,708.00 + 10% Sponsor \$60,412.00): \$604,120.00

Technical Assistance (TA) Costs:

100% NRCS (8.5% of total NRCS Financial Assistance): \$46,215.18

2. NRCS pays up to 90 percent of eligible construction costs, and Sponsor pays 10 percent of construction costs. NRCS will contribute up to 8.5% of total NRCS Financial Assistance for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.
4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.
5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
8. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
11. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.
12. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
13. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.

15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

- a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

17. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

18. Provide construction inspection in accordance with the QAP.

19. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

22. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

23. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

24. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

25. Ensure that adequate accident prevention measures are incorporated into the construction contract for the EWP measures described in this agreement. Contractors on NRCS assisted projects are to perform their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). This may require the inclusion of an appropriate accident prevention clause and supplement such as the NRCS supplement to OSHA Parts 1910 and 1926, be made a part of the construction contract. Secure concurrence of the State Conservationist before approving a waiver or an adaptation of any of the safety provisions. The Sponsor is responsible for checking the contractor's compliance with safety requirements.

26. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

27. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

28. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof of payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

29. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

30. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

31. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

32. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

33. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

34. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact

information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

The following accomplishments and deliverable will be provided to NRCS.

1. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer, including engineer's cost estimate, and approved Plan of Operations (if applicable).
2. Signed NRCS-ADS-78 supported by an attorney's opinion.
3. One copy of the quality assurance plan.
4. One copy of the operation and maintenance plan.
5. One copy of the notice of solicitation, bid abstract, and notice of award.

6. Certification that the project was installed in accordance with the plans and specifications.
7. As-built drawings of final construction sign by a licensed professional engineer within 30 days of completion of construction.
8. Quantities of the units of work applied for each site within 30 days of completion of construction.

Resources Required

No other resources required other than funding.

Milestones

Milestones shall include, but not limited to, the following items:

1. Pre-construction design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 14 days of the pre-design conference.
3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
4. Obtaining permits.
5. Completing any necessary surveys.
6. Completing draft engineering plans and specifications for NRCS review.
7. Completing final engineering plans and specifications.
8. Completing quality assurance plan.
9. Solicit bids.
10. Award contract.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 175, "Award Term for Trafficking in Persons" (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (3) 2 CFR Part 418, "New Restrictions on Lobbying" (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project b. Costs incurred after the expiration of the award including any no-cost extensions of time c. Costs that lie outside the scope of the approved project and any amendments thereto d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E – Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), U.S.C. 8791.

d. The recipient agrees to comply with the “Prohibition Against Certain Internal Confidentiality Agreements:”

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If NRCS determines that you are not in compliance with this award provision, NRCS: a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project purpose or deliverables 3. A description of the revised purpose or deliverables 4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director’s absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

2. Severs his or her affiliation with the grantee, the grantee’s options include— i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project. ii. Subcontracting to the former project director’s new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director’s new organization certain portions of the project to be completed by the former project director. iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization’s representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known: i. The forms and certifications included in the application package ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal) iii. An updated qualifications statement for the project director showing his or her new organizational affiliation iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following: The length of additional time required to complete the project and a justification for the extension A summary of progress to date An estimate of funds expected to remain unobligated on the scheduled expiration date A projected timetable to complete the portions of the project for which the extension is being requested Signature of the grantee and the project director A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted. V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th). b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information. c. At a minimum, the signed accrual statement should include, "Under agreement number _____, at the close of the quarter ending _____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of \$_____." Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

Quarterly Schedule Report Due Date October 1 to December 31 January 31 January 1 to March 31 April 30 April 1 to June 30 July 31 July 1 to September 30 October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division Grants and Agreements Services Branch 1400 Independence Avenue, SW. Room 6823 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

- "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

• “USDA is an equal opportunity provider and employer.” Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the NRCS administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties

will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.



AGENDA ITEM 8

DATE OF MEETING: April 4, 2019	DATE SUBMITTED: March 20, 2019
DEPT. OF ORIGIN: Fire/Emergency Management	SUBMITTED BY: Ricky Boeker
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-19-011 Adopting the 2019-2024 Washington County Hazard Mitigation Action Plan as It Applies to the City of Brenham	
SUMMARY STATEMENT: This Hazard Mitigation Action Plan was updated in 2013 and again in 2018. The jurisdictions that participated in the 2013 update are the same except for the addition of Blinn College and the removal of the Brazos Valley Council of Governments. The jurisdictions participating in this update include Washington County, the cities of Brenham and Burton, and Blinn College. The jurisdictions all participated equally during the update process. Each jurisdiction contributed during the update process by: • Forming a new local Hazard Mitigation Team (HMT) with representatives from their jurisdiction. • Attended kick-off meetings, mitigation workshops and public meetings. • Reviewed and analyzed the existing plan and updated each section, as necessary. • Provided an updated risk assessment for their jurisdiction. • Discussed the status of previous action items and provided new mitigation actions. It is intended as a blueprint for future hazard mitigation, defined as “any sustained action taken to reduce or eliminate the long-term risk to human life and property from all hazards.” The plan is designed to help build sustainable communities that, when confronted by natural disasters, will sustain fewer losses and recover more quickly. This plan will be on file for review in the City Secretary’s Office and at the City of Brenham Fire Department.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Executive Summary of the Plan; and (2) Resolution No. R-19-011	

FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve Resolution No. R-19-011 adopting the 2019-2024 Washington County Hazard Mitigation Action Plan as it applies to the City of Brenham
APPROVALS: James Fisher

Washington County Hazard Mitigation



Mitigating Risk: Protecting Washington County from All Hazards

2019-2024



Office of Emergency Management
1100 E Blue Bell Road
Brenham, Texas 77833

PURPOSE AND PROCESS OF DEVELOPMENT

This update document, “Mitigating Risk: Protecting Washington County from All Hazards, 2018 – 2023,” was prepared by Washington County, the cities of Brenham and Burton, and Blinn College.

This plan is a five-year blueprint for the future, aimed at making communities in Washington County, the cities of Brenham and Burton, and Blinn College disaster resistant by reducing or eliminating the long-term risk of loss of life and property from the full range of natural disasters. It meets the requirements of the Disaster Mitigation Act of 2000 (P.L. 106-390); Section 44 of the Code of Federal Regulations, Part 201.6 and Part 206; and State of Texas Division of Emergency Management standards. An open public process was established to provide multiple opportunities for all sectors in Washington County to become involved in the planning process and make input during its drafting stage. The planning area includes Washington County and all participating jurisdictions.

HAZARDS FACING WASHINGTON COUNTY

The plan identifies and assesses the potential impact of ten (10) natural hazards that threaten the Washington County region. These include dam failures, drought, excessive heat, fires, floods, hail, hurricanes, severe winter storms, thunderstorms/lightning, and tornadoes. Hazards were identified based on a review of historical records, national data sources, existing plans and reports, and discussions with local, regional, and national experts. Each hazard was profiled based on its severity of impact, frequency of occurrence, seasonal patterns, warning time, cascading potential and existing warning systems. An inventory of populations, buildings, critical and special facilities, and commercial facilities at potential risk was conducted. The probability of occurrence and potential dollar losses from each hazard were estimated using data collected on all hazards and the effect on the participating jurisdictions. The hazards were then ranked based on potential damages in terms of lives lost, dollars lost, and other relevant community factors. In order of priority, they are:

- Floods
- Droughts
- Hurricanes
- Fires
- Severe Winter Storms
- Tornadoes

- Hail
- Thunderstorms/Lightning
- Dam failures
- Excessive Heat

MITIGATION VISION

A vision statement, 6 goals, and 21 objectives were developed to guide the jurisdictions in Washington County in reducing or eliminating the long-term risk of loss of life and property from the full range of natural disasters. The mitigation vision for the Washington County region incorporates:

- An informed citizenry aware of the risks they face and the measures that can be taken to protect their families, homes, workplaces, communities and livelihoods from the impact of disasters.
- Local governments and regional entities that are capable of high-level hazard-mitigation planning and project implementation, and of leveraging state, federal, and private resources for investments in mitigation;
- Intergovernmental coordination and cooperation on mutual issues of concern related to floodplain management and hazard mitigation.
- A commitment to locate buildings outside hazardous areas and to promote building methods that result in structures able to withstand the natural and man-made hazards that threaten them;
- The integration of mitigation into routine budgetary decisions and planning for future growth and development by Washington County communities, making disaster resistance an integral part of the livability and sustainability of the county.

GOALS, OBJECTIVES AND ACTIONS

The overall goal of this plan is to reduce or eliminate the long-term risk of loss of life and property damage in Washington County from the full range of disasters. Individual goals are:

- GOAL 1.** Develop new, and upgrade existing capabilities for identifying the need for and implementing hazard mitigation activities.
- GOAL 2.** Generate support for and increase public awareness of the need for hazard mitigation.

- GOAL 3.** Increase awareness of public officials, community and business leaders of the need for hazard mitigation, and support actions to protect public health and safety.
- GOAL 4.** Promote resource-sharing and increase coordination and cooperation among governmental entities in conducting hazard-mitigation activities.
- GOAL 5.** Mitigate damage to and losses of new and existing real property.
- GOAL 6.** Promote sustainable growth.

Twenty-one objectives in support of these goals are presented in Section 3.

Mitigation Actions

This plan sets forth mitigation actions to be carried out by the participating jurisdictions to reduce the risks to these hazards facing Washington County. Each action statement includes a description of the action, estimated costs, benefits, the responsible organization for implementing the action, an implementation schedule, objective(s) to which it is to achieve, priority, and potential funding sources. Some actions are directed at reducing the risk from a single hazard, such as flooding. Others pertain to multiple hazards or all 10 hazards. The hazards differ in important ways, such as in their predictability, length of warning time, speed of onset, magnitude, scope, duration of impact, and the possibilities of secondary impacts. Many of the demands on the emergency management infrastructure they generate, however, arise not from their differences but from their commonalities.

Here are a list of Actions items that were identified for the City of Brenham;

- Elevate and/or Relocate Critical Facilities and Lift Stations located in or near Special Flood Hazard Areas or Flood Prone Areas
- Build a new community safe room
- Obtain portable and permanent generators for critical facilities, lift stations, city facilities and designated shelter locations
- Build railroad trestle at Jackson Street Park (underpass with elevated railroad trestle) to allow emergency vehicles through
- Replace culverts and low water crossings, which are found to be inadequate, along drainage ways, including but not limited to Higgins Branch, Hog Branch, Little/Big Sandy Creek, Ralston Creek and Woodard Creek
- Refine specific action plans including an evacuation plan for responding to emergencies in and around the City of Brenham
- Per NFIP participation, develop plans for and implement routine maintenance of creeks and waterways to prevent floodwater from entering structures and Repetitive Loss (RL) structures located in the City of Brenham

- Public Outreach and Education
 - o Drought, Wildland Fire and Excessive Heat
 - o Winter Storms
 - o Dam Failure
- Individual Safe-Room Program for existing homes and structures
- Develop and Implement Tree limb removal program
- Identifying and establish new available water supplies
- Organizing outreach to vulnerable populations including establishing and promoting accessible cooling centers in the community
- Protect infrastructure exposed or endangered due to flooding or comprised by severe weather
- Create and Implement a program to reduce wildfire fuels within urban interfaces

CITY OF BRENHAM

City of Brenham	
ACTION: Elevate and/or Relocate Critical Facilities and Lift Stations located in or near Special Flood Hazard Areas or Flood Prone Areas	
Hazard	Floods and Hurricanes
Background	Due to heavy rains and flash flood events within Washington County over the past several years, erosion has become an issue within many watersheds. The City of Brenham owns and maintains multiple critical facilities and lift stations that are located in or near special flood hazard areas or flood prone areas within the City. These facilities become inundated with storm water cause infiltration into the sanitary system or compromising services to the citizens.
Benefits	Will help eliminate flooding of critical facilities, lift stations, and reduce potential environmental impacts to the community.
Priority	High
Estimated cost	\$1,200,000
Responsible organization	The City of Brenham
Target completion date	Spring 2020

Funding sources	Hazard Mitigation Grants and local funds, when available
Related objective(s)	1.4, 3.1, 3.2, 3.3, 4.2, 5.1, 5.2, 5.4

City of Brenham	
ACTION: Build a new community safe room	
Hazard	Tornadoes, Hurricanes, Thunderstorms/Lightning, Hailstorms and Winter Storms.
Background	Tornadoes and high wind events are known hazards in this area.
Benefits	The jurisdiction currently has no community tornado shelter. The structure could be used as a school gymnasium, or other community center, when not in use as a shelter.
Priority	High
Estimated cost	\$2,000,000
Responsible organization	The City of Brenham
Target completion date	Spring 2022
Funding sources	Hazard Mitigation Grants and local funds, when available
Related objective(s)	1.5, 5.1
City of Brenham	
ACTION: Obtain portable and permanent generators for critical facilities, lift stations, city facilities and designated shelter locations.	
Hazard	Flood, Tornadoes, Hurricanes, Thunderstorms/Lightning, Hailstorms, Excessive Heat and Winter Storms.
Background	There are currently a limited amount of generators in the county. In case of any disaster that cuts off the power to the county, critical facilities like police, fire, water treatment, hospitals, community water wells, etc. will not have power to provide the necessary operations in a disaster. City facilities and shelter locations are necessary as part of the operations during a disaster.
Benefits	Critical institutions will be able to provide the necessary functions to maintain civil order in a disaster.

Priority	Very high
Estimated cost	\$4,000,000
Responsible organization	Washington County and City of Brenham
Target completion date	2021
Funding sources	General revenues and grants
Related objective(s)	5.1
City of Brenham	
ACTION: Build railroad trestle at Jackson Street Park (underpass with elevated railroad trestle) to allow emergency vehicles through.	
Hazard	Flood, Tornadoes, Hurricanes, Thunderstorms/Lightning, Hailstorms and Winter Storms.
Background	There is currently no way to get from W. Tom Green St. to Prairie Lea St. at Jackson Street Park because of the train tracks running through the park. A mile-long train stops traffic at 15 separate stops on this major road. Emergency vehicles will not be able to get through if there is a train derailment or breakdown.
Benefits	Building a trestle in the park will allow emergency vehicles to get through even if a train derails or is broken down at that spot
Priority	High
Estimated cost	\$10,000,000
Responsible organization	City of Brenham
Target completion date	2023
Funding sources	Grants
Related objective(s)	5.1, 4.2
City of Brenham	

ACTION: Replace culverts and low water crossings, which are found to be inadequate, along drainage ways, including but not limited to Higgins Branch, Hog Branch, Little/Big Sandy Creek, Ralston Creek, and Woodward Creek	
Hazard	Floods, Hurricanes Flooding occurs in the areas in and around Little/Big Sandy Creek, Higgins Branch, Hog Branch, Ralston Creek, and Woodward Creek, as described in the Flood Insurance Rate Map (FIRM) for the City of Brenham, Washington County
	(Community number 480648 0001B). This project will replace the culverts and low water crossings with larger new culverts/bridges (to improve flood flows) and mitigate flows throughout the City.
Background	The City of Brenham participates in the NFIP. In August of 1981, FEMA performed a flood insurance study and created a flood map for the City of Brenham. The City ensures that the public has access to the local FIRM maps/flood map ordering information. The City of Brenham revises and updates FEMA flood hazard maps through LOMR process. The City also implements maintenance programs for clearing debris from bridges, drains, and culverts and routinely cleans and repairs storm water drains. The City of Brenham ensures that erosion/sediment controls are utilized during construction, implements a "zero discharge" policy for storm water in subdivision development, includes on site detention as a development requirement, and limits the amount of impervious cover in conjunction with a new development.
Benefits	Will help eliminate flooding in some areas of the 100-year flood plain and flood prone areas.
Priority	Medium
Estimated cost	2,000,000
Responsible organization	City of Brenham
Target completion date	2022
Funding sources	Grants
Related objective(s)	3.1, 3.3, 5.2, 6.2, 6.3
City of Brenham	
ACTION: Refine specific action plans, including an evacuation plan for responding to emergencies in and around the City of Brenham.	
Hazard	Flood, Tornadoes, Hurricanes, Thunderstorms/Lightning, Hailstorms and Winter Storms.

Background	Large natural disasters, such as hurricanes, can cause thousands of people fleeing the coast to pass through Washington County.
Benefits	A safer, informed city with improved readiness.
Priority	Very high
Estimated cost	\$400,000
Responsible organization	City of Brenham
Target completion date	2023
Funding sources	Grants, State appropriations
Related objective(s)	1.1, 1.3 and 1.5

City of Brenham

ACTION: Per NFIP participation, develop plans for, and implement, routine maintenance of creeks and waterways to prevent floodwater from entering structures and Repetitive Loss (RL) structures located in the city.

Hazard	Flooding, Hurricanes
Background	Flooding during heavy rains continue to indicate that there are several drainage problems within the city. Drainage maintenance is currently being done, but maintaining creeks and water ways is an expensive endeavor.
Benefits	Reduction in the amount of flooding within City of Brenham due to debris in the drainage areas.
Priority	High
Estimated cost	\$500,000
Responsible organization	City of Brenham
Target completion date	2023
Funding sources	General revenues and grants

Related objective(s)	3.1, 3.3, 5.2, 5.3, 6.2, 6.3
City of Brenham	
ACTION: Public Outreach and Education	
Hazard	Drought, Wildland fire, Excessive Heat
Background	The city will provide information to residents about prevention methods during periods when conditions for wildfires exist. This can include periods of drought and excessive heat, which often coincide with one another.
Benefits	Prevents property damage and saves lives
Priority	Medium
Estimated cost	\$10,000
Responsible organization	City of Brenham
Target completion date	On-Going
Funding sources	Local funds
Related objective(s)	1.3, 1.4, 1.5, 5.1
City of Brenham	
ACTION: Individual Safe-Room Program for existing homes and structures	
Hazard	Tornado, Hurricane, Winter Storm, Thunderstorm/Lightning
Background	Currently, there are not enough individual safe-rooms located throughout the city to help protect people against tornadoes or other severe weather events.
Benefits	Allowing individuals to take shelter inside their own homes prevents them from leaving and attempting to find a community safe-room location.
Priority	High
Estimated cost	\$3,000 per structure

Responsible organization	City of Brenham OEM
Target completion date	2023
Funding sources	FEMA Mitigation Grants
Related objective(s)	1.3, 1.4, 1.5, 5.1
City of Brenham	
ACTION: Develop and Implement Tree limb removal program	
Hazard	Tornado, Hurricane, , Hailstorm, Winter Storm, Thunderstorm/Lightning
Background	Removal of tree limbs from nearby power lines to prevent loss of power caused by high winds or icing during winter storms.
Benefits	Prevents damage to infrastructure and keeps power on to facilities.
Priority	High
Estimated cost	\$100,000
Responsible organization	City of Brenham
Target completion date	On-Going
Funding sources	FEMA Mitigation Grants
Related objective(s)	1.3, 1.4, 1.5, 5.1
City of Brenham	
ACTION: Identifying and establish new available water supplies	
Hazard	Drought, Wildland Fire, Dam Failure
Background	Locate and establish new alternative water supplies to supplement current water availability will help to lessen the local vulnerability to drought or dam failure.

Benefits	Having additional water supplies can assist the city during periods of drought or dam failure by keeping a reserve on hand for fire-fighting capabilities and for use by the general public.
Priority	Medium
Estimated cost	\$1,500,000
Responsible organization	City of Brenham Utilities
Target completion date	2023
Funding sources	Local funds, Grants
City of Brenham	
ACTION: Public Outreach & Education	
Hazard	Winter Storm
Background	Provide an educational public outreach program to inform citizens of the dangers of winter storms and provide information on how find shelter during winter storms.
Benefits	Having an informed public about the dangers of winter storms can help save lives. Information will be provided on ways to best protect their homes, such as removing dead tree limbs that overhang the house.
Priority	Medium
Estimated cost	\$500
Responsible organization	City of Brenham, Office of Emergency Management, Emergency Management Coordinator
Target completion date	2023
Funding sources	Local funds
City of Brenham	
ACTION: Organizing outreach to vulnerable populations, including establishing and promoting accessible cooling centers in the community.	
Hazard	Excessive Heat

Background	Measures should be taken to ensure vulnerable populations are adequately protected from the impacts of excessive heat.
Benefits	Can save lives when people are provided cooling centers during periods of excessive heat.
Priority	Medium
Estimated cost	\$2500
Responsible organization	City of Brenham, Office of Emergency Management, Emergency Management Coordinator
Target completion date	On-Going
Funding sources	Local funds
City of Brenham	
ACTION: Protect infrastructure exposed or endangered due to flooding or comprised by severe weather.	
Hazard	Floods, Hurricanes, Tornadoes, Thunderstorms/Lightning, Hailstorms, Dam Failure, and Winter Storms
Background	Due to heavy rains and flash flood events within Washington County over the past several years, erosion has become an issue within many watersheds. The City of Brenham owns and maintains critical infrastructure that has become exposed or become exposed. Should these be damaged it will compromise services to the citizens. Severe weather, including winter storms could cause damages to the exposed infrastructure.
Benefits	Will help eliminate the damage to critical infrastructure and reduce potential environmental impacts.
Priority	High
Estimated cost	\$1,500,000
Responsible organization	City of Brenham
Target completion date	2023
Funding sources	Hazard Mitigation Grants, Infrastructure Grants and local funds, when available.

Related objective(s)	1.4, 3.1, 3.2, 3.3, 5.1, 5.2
City of Brenham	
ACTION: Public Outreach & Education	
Hazard	Dam Failure, Drought
Background	Provide an educational public outreach program to inform citizens about water conservation during high water demands and what steps they can do to conserve water if the supply is limited.
Benefits	Having an informed public on water conservation in the event of a dam failure or drought will help to save lives when water is in limited supply.
Priority	Medium
Estimated cost	\$3,000
Responsible organization	City of Brenham
Target completion date	2023
Funding sources	Local Funds
JURISDICTION: City of Brenham	
ACTION: Create and Implement a program to reduce wildfire fuels within urban interfaces	
Hazard	Wildfire
Background	High wildfire fuel load increases the risk of wildfires around the City of Brenham.
Benefits	Having a program that will reduce wildfire fuel loads will decrease the risk of wildfire in the City of Brenham therefore reducing threats to students and faculty and structures.
Priority	High
Estimated cost	\$100,000.00
Responsible organization	City of Brenham Emergency Management, City of Brenham Fire Department

Target completion date	Spring of 2021
Funding sources	Grant funds or local funds
Related objective(s)	1.4, 5.1

RESOLUTION NO. R-19-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, APPROVING THE WASHINGTON COUNTY HAZARD MITIGATION ACTION PLAN AS IT APPLIES TO THE CITY OF BRENHAM WITH THE PLAN BEING TITLED "MITIGATING RISK: PROTECTING WASHINGTON COUNTY FROM ALL HAZARDS, 2019-2024"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain areas of Brenham are subject to periodic flooding and other natural hazards with the potential to cause damages to people and properties within the area, and

WHEREAS, under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Hazard Mitigation Action Plan; and

WHEREAS, This plan, a five-year blueprint for the future, aimed at making communities in Washington County disaster resistant by reducing or eliminating the long-term risk of loss of life and property from the full range of natural disasters; and

WHEREAS, This plan meets the requirements of the Disaster Mitigation Act of 2000 (P.L. 106-390); Section 44 of the Code of Federal Regulations, Part 201.6 and Part 206; and State of Texas Division of Emergency Management standards.

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

SECTION 1: That the City Council hereby approves those portions of the Plan entitled, Mitigating Risk: Protecting the Washington County from All Hazards, 2019-2024, that pertain to the City of Brenham.

SECTION 2: That the City Council hereby approves the Emergency Management Coordinator with the responsibility, authority, and the means to:

- a. Inform all concerned parties of this action.
- b. Develop an addendum to this Hazard Mitigation Plan if Brenham's unique situation warrants such an addendum.

SECTION 3: That the City Council hereby agrees to appoint the Emergency Management Coordinator to assure that the Hazard Mitigation Plan be reviewed at least annually and that any needed adjustment to the City of Brenham addendum to the Hazard Mitigation Plan be developed and presented to the City Council for consideration.

SECTION 4: That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 4th day of April, 2019.

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 9

DATE OF MEETING: April 4, 2019	DATE SUBMITTED: March 29, 2019															
DEPT. OF ORIGIN: Parks & Recreation	SUBMITTED BY: Dane Rau															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☒ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☒ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 12, Health and Sanitation, of the Code of Ordinances of the City of Brenham, Regarding Use of Tobacco at City-Owned Facilities																
SUMMARY STATEMENT: The past year staff has received numerous complaints from citizens about people smoking in our parks; specifically in and around the playground areas. This has also created additional work for parks staff as they are responsible for cleaning up the cigarette butts left lying on the ground in the play areas. After receiving several complaints staff decided to take the issue to the Parks and Recreation Board for discussion on how to handle. At the December 12, 2018 and the February 13, 2019 Parks and Recreation Advisory Board meetings, the Board discussed various options for handling this. It was an overall consensus of the Board to recommend the City Council consider amending the current no smoking ordinance (Chapter 12 of the Code of Ordinances) to more clearly define the park and playground areas as no smoking zones and to amend the definitions to include some new smoking-related products that are now available. The Board also recommended that tobacco use, overall, be prohibited as well. After further discussion, it was the consensus of the Board that City parks not only be smoke free but tobacco free as well. Staff is recommending the Council approve the revisions to Chapter 12 as recommended by the Park Board to properly address tobacco use in our parks, play grounds and other recreational areas.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Ordinance for first reading																

FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Chapter 12, Health and Sanitation, of the Code of Ordinances of the City of Brenham, regarding use of tobacco at city-owned facilities
APPROVALS: James Fisher

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING CHAPTER 12, HEALTH AND SANITATION, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALER CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING OF PROPER NOTICE AND MEETINGS.

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

WHEREAS, the City Charter of the City of Brenham authorizes the City to regulate health and sanitation within the City; and

WHEREAS, the City Council finds that the regulation of health and sanitation of the City by the enactment of this Ordinance promotes the health, safety and general welfare of the public; and

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, City of Brenham, Texas, Chapter 12, Health and Sanitation, Section 12-57, Definitions, is hereby amended by adding the following definitions to read as follows:

Sec. 12-57. Definitions.

Electronic smoking device means any device containing or delivering nicotine or any other substance that can be used by a person to simulate smoking. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, vape pen, tank system, or advanced personalized vaporizer (APV), or under any other product name or descriptor.

Smoke or *smoking* means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, hookah or pipe, or any other lighted or heated tobacco or plant product, whether natural or synthetic, in any manner or in any form. *Smoking* also include the use of an electronic smoking device as defined herein, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this article.

Tobacco means any tobacco, cigarette, cigar, pipe tobacco, smokeless tobacco, snuff or any other form of tobacco, which may be utilized for smoking, chewing, inhalation or other means of ingestion or absorption.

SECTION 3.

The Code of Ordinances, City of Brenham, Texas, Chapter 12, Health and Sanitation, Section 12-58, Application of article to city-owned facilities, is hereby amended to read as follows:

Sec. 12-58. Application of article to city-owned facilities.

The use of tobacco in any manner, including but not limited to smoking, shall be prohibited in all city-owned facilities; vehicles owned, leased, or operated by the city; and all city parks and associated grounds and facilities including, but not limited to, enclosed and outdoor sports arenas, dugouts, bleachers, playing fields, playgrounds, flower gardens, trails (hiking and biking), walking paths and skate parks.

SECTION 4. **SAVINGS CLAUSE**

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5. **SEVERABILITY**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional 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. City hereby declares that it would have passed this Ordinance, and each section, subsection, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6.
REPEALER

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

SECTION 7.
EFFECTIVE DATE

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

SECTION 8.
PROPER NOTICE AND MEETING

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 _____, 2019.

PASSED AND APPROVED, on its second reading this the ____ day of _____, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 10

DATE OF MEETING: April 4, 2019	DATE SUBMITTED: March 29, 2019
DEPT. OF ORIGIN: Information Technology	SUBMITTED BY: Kevin Schmidt
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Renewal of the Microsoft Enterprise Agreement with Microsoft Corporation, through Microsoft Affiliate SHI Government Solutions, and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: The Microsoft Enterprise Agreement (MEA) is a three-year contract allowing the City of Brenham to maintain the usage of Microsoft software and licenses. This is the 4th renewal of the original MEA, which was signed in 2007. This expense is budgeted in the Information Technology Department's budget annually. This renewal is unique in that it will shift the City from on-premise Microsoft Office licensing to Office 365 subscriptions. The total cost is \$73,511.65 per year for three years.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Renewing the MEA will allow the City to continue to use existing Microsoft software and licenses with continued upgrade support for new versions as they are released. Payment for this continued software assurance is broken into three annual payments. B. CONS: If the City does not renew the MEA, we can still use existing software but must re-purchase new versions of all Microsoft software and licenses as they become available. The costs of doing this will exceed the cost of the three-year contract.	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) SHI Government Solutions Pricing Proposal	
FUNDING SOURCE (Where Applicable): This expense is budgeted in the Information Technology Department's budget annually.	

RECOMMENDED ACTION: Approve the renewal of the Microsoft Enterprise Agreement with Microsoft Corporation for a three year contract renewal in the amount of \$73,511.65 per year, through Microsoft Affiliate SHI Government Solutions, and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher



Pricing Proposal
 Quotation #: 16682575
 Created On: 2/14/2019
 Valid Until: 2/28/2019

CITY OF BRENHAM

Kevin Schmidt

200 W. Vulcan
 Brenham, Texas 77833
 UNITED STATES
 Phone: (979) 337-7288
 Fax:
 Email: kschmidt@cityofbrenham.org

Inside Account Manager

Rich Lettiere

1301 S. Mo-Pac Expressway Suite 375
 Austin TX, 78746
 Phone: 800-870-6079
 Fax: 512-732-0232
 Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	O365E1FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7R7-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	32	\$64.80	\$2,073.60
2	ECALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12436 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	229	\$32.64	\$7,474.56
3	ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	1	\$712.18	\$712.18
4	O365E3FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10758 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	197	\$183.72	\$36,192.84
5	Prjct ALNG SA MVL Microsoft - Part#: 076-01912 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	1	\$115.42	\$115.42
6	SQLCAL ALNG SA MVL DvcCAL Microsoft - Part#: 359-00792 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	90	\$33.56	\$3,020.40
7	SQLSvrStd ALNG SA MVL	6	\$144.89	\$869.34

Microsoft - Part#: 228-04433
 Contract Name: Microsoft Software VAR
 Contract #: DIR-TSO-4092
Note: Year 1 of 3

8	SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EP-00208 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	16	\$48.30	\$772.80
9	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	8	\$18.01	\$144.08
10	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	13	\$99.05	\$1,287.65
11	WINENT ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	290	\$38.47	\$11,156.30
12	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	64	\$124.43	\$7,963.52
13	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	96	\$18.01	\$1,728.96

Subtotal	\$73,511.65
Shipping	\$0.00
Total	\$73,511.65

Additional Comments

Service Level Agreements:

1. Quotes: Quote requests will be acknowledged within 4 business hours of each request. Under normal circumstances, quotes will be provided within 24-48 hours of the initial request. If quotes will take longer than this timeframe, status updates will be provided at reasonable intervals.

2. Orders: All valid orders will be processed within 24 hours.

3. Contract Documents: All submissions will be reviewed and responded to within 24 business hours. Actual processing time will vary based on quality and complexity of the submission.

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



AGENDA ITEM 11

DATE OF MEETING: April 4, 2019	DATE SUBMITTED: March 28, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Discussion Regarding the Possible Acquisition of Real Property in the Downtown Area		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: None		
APPROVALS: Milton Y. Tate, Jr.		



AGENDA ITEM 12

DATE OF MEETING: April 4, 2019	DATE SUBMITTED: March 28, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of Real Property in the Downtown Area for Future Municipal Improvements and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: As discussed in Executive Session		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: As discussed in Executive Session		
APPROVALS: Milton Y. Tate, Jr.		