



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MARCH 16, 2023 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BREHMAN, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Atwood Kenjura**
- 3. Citizens Comments**

CONSENT AGENDA

- 4. 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.

 - 4-a. Approve a Purchasing Agreement Between the City of Brenham and Equalis Group, a Purchasing Cooperative for Public Agencies, and Authorize the Mayor to Execute Any Necessary Documentation**

REGULAR SESSION

- 5. Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2022**
- 6. Discuss and Possibly Act Upon Approval of a Request from the Boys & Girls Club of Washington County for a Contribution in the Amount of \$15,000.00 to Support the Purchase of a Comprehensive Security System and Authorize the Mayor to Execute Any Necessary Documentation**

7. **Discuss and Possibly Act Upon Resolution No. R-23-009 Approving the City's Participation in Opioid Litigation Settlements with Allergan, CVS, Walgreens, and Walmart**
8. **Discuss and Possibly Act Upon Resolution No. R-23-010 Authorizing the Selection of a Professional Service Provider to Provide Special Environmental Services Related to Federally Funded Infrastructure Projects Associated with the General Land Office CDBG-MIT Programs**
9. **Discuss and Possibly Act Upon Award of Bid No. 23-004 for Type 'D' Hot Mix Asphalt and Authorize the Mayor to Execute Any Necessary Documentation**
10. **Discuss and Possibly Act Upon a Digital Marketing Agreement with Madden Media for Digital Marketing and Programming for Visit Brenham and Authorize the Mayor and City Manager to Execute Any Necessary Documentation**
11. **Discuss and Possibly Act Upon Resolution No. R-23-011 Repealing and Rescinding Resolution No. R-22-023 Concerning a Letter of Credit Agreement and Associated Documents Regarding the City of Brenham, Texas and Municipal Gas Acquisition and Supply Corporation**
12. **Discuss and Possibly Act Upon a Consulting Agreement Between the City of Brenham and HUB International Related to Benefits Consulting Services Beginning April 1, 2023 Through March 31, 2024 Using Equalis Group Contract Number R10-1125B and Authorize the Mayor to Execute Any Necessary Documentation**
13. **Discuss and Possibly Act Upon Change Order No. 2 to the Service Agreement Between the City of Brenham and Bassco Services, Inc. Related to the Design, Construction and Installation of the Fuel Farm at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**
14. **Administrative/Elected Officials Report**

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

EXECUTIVE SESSION

15. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**
16. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters**
17. **Section 551.087 - Texas Government Code - Economic Development Negotiations - Deliberation Regarding Incentives for Economic Development Purposes and the Possible Offer of a Financial or Other Incentive to Project Katydid, a Business Seeking to Locate, Stay, or Expand in the City of Brenham, Texas**

RE-OPEN REGULAR SESSION

18. **Discuss and Possibly Act Upon Incentives for Economic Development Purposes and the Possible Offer of a Financial or Other Incentive to Project Katydid, a Business Seeking to Locate, Stay, or Expand in the City of Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**

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
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CERTIFICATION

I certify that a copy of the March 16, 2023 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, March 13, 2023 at 12:00 a.m./p.m..

Jeana Bellinger, TRMC, CMC

City Secretary

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

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

Signature

Title



Regular City Council
AGENDA ITEM 4-A.

Agenda Item: **Approve a Purchasing Agreement Between the City of Brenham and Equalis Group, a Purchasing Cooperative for Public Agencies, and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-March 16, 2023

Department: Purchasing

Staff Contact: Kyle Branham

SUMMARY STATEMENT:

Equalis Group is a cooperative purchasing organization that provides contracts competitively solicited by public agencies for a wide array of products and services. Their Master Agreements are established through rigorous and transparent competitive solicitations conducted in accordance with public procurement guidelines to ensure members stay in compliance. There are approximately 200 vendors that are members of the Equalis Group purchasing cooperative.

Purchasing cooperatives allow the city to purchase goods or services without having to obtain quotes or bids as this process has already been performed by the cooperative to receive the best possible price and quality.

ATTACHMENTS:

- (1) Equalis Group Overview
- (2) Equalis Group Agreement

RECOMMENDED ACTION:

Approve a Purchasing Agreement between the City of Brenham and Equalis Group, a purchasing cooperative for public agencies, and authorize the Mayor to execute any necessary documentation.

Remain in Compliance with Equalis Group

The Public Sector procurement process is riddled with nuances and regulatory considerations established to safeguard how taxpayer dollars are spent. It is often overwhelming and confusing as purchasers navigate strict guidelines and a combination of local, state, and federal statutory requirements, but it doesn't have to be.

There are three compliant avenues for Public Sector entities to spend taxpayer dollars: 1) conducting stand-alone bids/RFPs/RFOs; 2) purchasing through State Term contracts; and, 3) buying through the types of competitively solicited cooperative agreements Equalis Group offers.

We leverage our extensive Public Sector procurement acumen and decades of experience to ensure our members remain compliant when utilizing our publicly procured cooperative agreements to save time and money.

Equalis Group partners with Lead Agencies, Region 10 Educational Service Center (**Region 10 ESC**) in Texas and The Cooperative Council of Governments (**CCOG**) in Ohio, to conduct rigorous and transparent competitive public sector procurement processes for critical products and services. Winning suppliers, distributors, and manufacturers are selected based on both qualitative criteria and pricing. We then establish compliant already-procured Master Agreements with these winning vendors that are available to public agencies nationwide.

Equalis Group's Compliant Solicitation Process

Step 1



Prepare Solicitation

Lead Agency identifies member needs

Step 2



Publish Solicitation

Lead Agency publicly advertises & proactively distributes solicitation

Step 3



Open Proposals

Vendors submit proposal responses

Step 4



Evaluate & Award

Lead Agency evaluates responses using transparent criteria & issues contract awards

Step 5



Establish Master Agreement

Lead Agency negotiates final contract & posts on www.EqualisGroup.org



In short, Equalis Group collaborates with our Lead Agencies to deliver compliant, publicly procured cooperative agreements that Public Sector entities across the country can utilize to: *i)* quickly acquire the products and services they need; *ii)* receive better pricing through the collective buying power of Equalis Group Members; and, *iii)* save time through Equalis Group's legal and compliant alternative to conducting their own resource-consuming solicitation process.

Created by Public Sector Organizations *for Public Sector Organizations*



Who is Equalis Group?

Equalis Group is a Member-Driven, Supplier-Centric organization that embodies the power of partnership. Equalis Group operates with the guiding principle that when the objectives of buyers and sellers are aligned, sustainable value is created, transcending that of the typical short-term transactional relationship. With this differentiated approach, Equalis Group is not just a cooperative purchasing organization; we are a family.

We leverage Equalis Group members' combined buying power to command better pricing and favorable contract

terms from suppliers. We develop and administer a diverse portfolio of cooperative purchasing programs that cover a wide range of products and services and provide our members with a legal and compliant exemption to the bid/request for proposals (**RFP**) process.

Each program in our rapidly growing portfolio provides our members with contracting compliance and the ability to configure the solution that best meets their individual needs while achieving the lowest Total Cost of Ownership.

Time Saved through Equalis Group = More Resources for You to Invest

How many hours and over how many weeks or months does your team invest in a typical solicitation process? How many solicitations does your organization publish each year? How much time and effort can your organization save by leveraging Equalis Group's already-procured portfolio of programs? In what ways can you re-invest that saved time and energy to fulfill your organization's purpose?

Your Solicitation Process Today



Your Implementation Process with Equalis Group



Become a Member of Equalis Group

If you are not already a member, you can join Equalis Group in just minutes and immediately access our portfolio of cooperative purchasing programs. Simply visit www.equalisgroup.org/member-registration to get started. There are no dues, fees, or obligations.



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

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

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information			
Agency Name:			
Agency Type:			
Agency Department:			
Street Address:			
City / St / Zip:			
Phone #:			
Federal Tax ID:			
Website URL:			

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of _____, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: _____



Regular City Council
AGENDA ITEM 5.

Agenda Item: Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2022

Meeting Type: Regular Meeting-March 16, 2023

Department: Finance

Staff Contact: Stacy Hardy

SUMMARY STATEMENT:

State law requires that all general-purpose local governments publish, within six months of the close of the fiscal year, a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, and on behalf of the Finance Department, I am proud to issue the audited financial statements for the fiscal year ended September 30, 2022.

At Thursday's council meeting, Michele Kwiatkowski, audit partner with Seidel Schroeder, will present the annual audit. A bound copy of the Annual Report was distributed to Mayor and City Council Members. This report will be on file for review in the City Secretary's Office. A copy can also be downloaded from the City of Brenham's website at www.cityofbrenham.org.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Accept the audit from Seidel Schroeder for Fiscal Year 2022.



Regular City Council
AGENDA ITEM 6.

Agenda Item: Discuss and Possibly Act Upon Approval of a Request from the Boys & Girls Club of Washington County for a Contribution in the Amount of \$15,000.00 to Support the Purchase of a Comprehensive Security System and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 16, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

The Boys & Girls Club of Washington County have requested a contribution in the amount of \$15,000.00, as a match to the funds approved by Washington County Commissioners Court of \$15,000.00, for the purchase of a comprehensive security system. The security system will include access control, video surveillance, and a security alarm. Securing this funding from both the City and the County will allow the Club to procure and replace an outdated security system. In addition, the collaboration between the two entities, City & County, will serve as a catalyst and maximize grant opportunities the Club can pursue, including a grant for exterior fencing.

ATTACHMENTS:

(1) Contribution Request - Boys & Girls Club of Washington County

RECOMMENDED ACTION:

Approve the request from the Boys & Girls Club of Washington County for a contribution in the amount of \$15,000.00 to support the purchase of a comprehensive security system and authorize the Mayor to execute any necessary documentation.

February 15, 2023

Mrs. Carolyn D. Miller, City Manager
City of Brenham
200 W. Vulcan
Brenham, TX 77833

Dear Mrs. Miller,

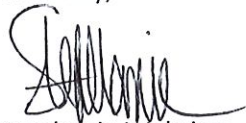
In light of the state and national environment and the recent incident in Uvalde, it has never been more important that we improve and prioritize the safety and protection of our children at the Club.

Therefore, on behalf of the Boys & Girls Club of Washington County, I am requesting \$15,000 to support purchasing a comprehensive security system that will include access control, video surveillance, and a security alarm. Currently, the Club is without these security measures, and the existing security alarm system needs to be updated.

For the 2023 Budget, the Washington County Commissioners Court approved \$15,000 in funding for this project, and we ask that the City match the same amount. Securing this funding from both the City and the County will allow the Club to procure this comprehensive system. Additionally, the collaboration between the two entities will serve as a catalyst and maximize grant opportunities the Club can pursue, including a grant for exterior perimeter fencing.

I greatly appreciate your time and consideration of this request, and if you have any questions, please let me know.

Sincerely,



Stephanie Wehring
Executive Director



BOYS & GIRLS CLUB
OF WASHINGTON COUNTY

PO Box 1952
Brenham, Texas 77834
Office: 979.277.9383
Fax: 979.277.0343
www.bgc-brenham.org

President

Jarvis Van Dyke

Directors

Eric Benitez
Sarah Chisholm
Jim Chisolm
Kay Domel
Andy Hefferly
Shawn Koonce
Neil Krebs
Rachel Nordt
Ryan Pape
Jamie Rankin
Jennifer Simpson
Michael Watts

Advisory Board

Jay T. Alexander
Jessica Johnston
Joseph H. (Hal) Machat
Bill Rankin

Founders

Bryan C. Miller
Tom Whitehead, Sr.

Executive Director

Stephanie Wehring

GREAT FUTURES START HERE.



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-009 Approving the City's Participation in Opioid Litigation Settlements with Allergan, CVS, Walgreens, and Walmart

Meeting Type: Regular Meeting-March 16, 2023

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

The Texas Attorney General, on behalf of the state and a coalition of local governments, has initiated litigation and negotiated settlements with eleven pharmaceutical companies and manufacturers based on their involvement in the opioid crisis. On November 4, 2021 the City Council approved Resolution R-21-031, authorizing the city's participation into the Attorney General's program that allocates the settlement funds within the State of Texas. At that time, the settlement allocation was with opioid manufacturer Johnson & Johnson and three major pharmaceutical distributors: AmericasourceBergen, Cardinal Health and McKesson.

In March 2022 the Attorney General's Office notified the city of an additional settlement with Endo/Par and Teva Pharmaceuticals USA, Inc., and the City Council approved Resolution R-22-013, authorizing the city's participation in this additional suit.

The city has recently been notified of an additional settlement with Allergan, CVS, Walgreens, and Walmart. Because this is a separate settlement agreement, Council must separately approve the new settlement agreement in order to receive an allocation of the proceeds. The approval of this Resolution will allow the City to receive an allocation of the settlement funds. The deadline to have this information submitted to the Attorney General is April 18, 2023.

ATTACHMENTS:

(1) Resolution No. R-23-009

RECOMMENDED ACTION:

Approve Resolution No. R-23-009 approving the city's participation in the opioid litigation settlements with Allergan, CVS, Walgreens, and Walmart.

RESOLUTION NO. R-23-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING PARTICIPATION WITH THE OPIOID SETTLEMENT RELATED TO ALLERGAN, CVS, WALGREENS AND WALMART

WHEREAS, the City of Brenham (“City”) obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, Resolution No. R-21-031 approving the Texas Term Sheet (including the Intrastate Allocation Schedule) and Subdivision Settlement Participation Forms related to the global opioid litigation settlement was approved by City Council on November 4, 2021; and

WHEREAS, on February 24, 2023 the City was notified by the Texas Attorney General’s Office related to the City’s option to participate in an additional opioid settlement with Allergan, CVS, Walgreens, and Walmart; and

WHEREAS, the City Council of the City of Brenham desires to participate in these additional settlements;

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

1. That the City Council supports the participation in the State of Texas’ settlement with Allergan, CVS, Walgreens, and Walmart; and
2. That the City Council finds as follows:
 - (a) There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and
 - (b) The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS’ OPIOID ABATEMENT FUND COUNCIL AND THE SETTLEMENT ALLOCATION TERM SHEET, previously approved by the City Council.

3. That the Mayor is authorized to execute any documentation necessary to implement the terms and provisions of this Resolution.

RESOLVED this 16th day of March 2023.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-010 Authorizing the Selection of a Professional Service Provider to Provide Special Environmental Services Related to Federally Funded Infrastructure Projects Associated with the General Land Office CDBG-MIT Programs

Meeting Type: Regular Meeting-March 16, 2023

Department: Public Works

Staff Contact: Kyle Branham

SUMMARY STATEMENT:

On January 20, 2023 City staff requested qualifications from 5 vendors to perform special environmental services on the two General Land office Grants related to Hurricane Harvey and the 2016 Floods. Two proposals were received and opened on January 31, 2023 from Terracon and SWCA Environmental Consultants. Staff reviewed and determined that Terracon would be the best value provider based upon ability to perform successfully under the terms and conditions of the project, price of services, and meeting General Land Office requirements.

Part of the scope of work prior to construction taking place on these two projects is to conduct environmental analysis to determine the best path forward and make sure that environmental clearance is met. Once this is done Strand Engineering can detail their design based off of the finding or make sure that areas of concern are avoided. This is part of the grant requirements and we are anticipating that all or the majority of these cost will be covered under the grant amounts awarded.

We ask that council approve the resolution so that we can enter into an agreement with Terracon to perform the special environmental services needed in accordance with the GLO requirements.

ATTACHMENTS:

(1) Resolution No. R-23-010

RECOMMENDED ACTION:

Approve Resolution No. R-23-010 authorizing the selection of a Professional Service Provider to provide special environmental services related to federally funded infrastructure projects associated with the General Land Office CDBG-MIT Programs.

RESOLUTION No. R- 23-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) PROGRAMS THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).

WHEREAS, participation in CDBG-MIT programs requires implementation by professionals experienced in special environmental studies for federally-funded projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a small purchase procurement process for special environmental services has been completed in accordance with the GLO requirements; and

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources;

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

- Section 1. That Terracon is selected to provide special environmental **services** for CDBG-MIT program(s).
- Section 2. That a cost-price analysis has been conducted and determined the proposed fee to be appropriate and reasonable based upon program requirements and rules.
- Section 3. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).
- Section 4. That the Mayor is hereby authorized to execute any and all documentation necessary for the implementation of this Resolution.

PASSED AND APPROVED on the 16th day of March, 2023.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon Award of Bid No. 23-004 for Type 'D' Hot Mix Asphalt and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 16, 2023

Department: Purchasing

Staff Contact: Kyle Branham

SUMMARY STATEMENT:

On March 2, 2023 the city opened bids for ITB 23-004 Type 'D' Hot Mix asphalt. There was only two bids were received, Gulf Coast and Waller County Asphalt. Waller County submitted the lowest annual bid at \$100.00/ton delivered, \$90.00/ ton picked up, and \$2,500 plus material cost for emergency delivery. This is a \$16.00 a ton increase from our previous contract with Waller County. Waller County has held the contract for asphalt for the last few years and has continued to deliver a quality product and has been great to work with. It is staff's recommendation to award ITB 23-004 Type 'D' Hot Mix Asphalt to Waller County Asphalt in the amounts referenced above.

ATTACHMENTS:

(1) Bid Tabulation

RECOMMENDED ACTION:

Award Bid No. 23-004 for Type 'D' Hot Mix Asphalt to Waller County Asphalt in the amount of \$100.00/ton delivered to job site and \$90.00/ton picked up at Waller County Asphalt by City Staff and authorize the Mayor to execute any necessary documentation



BID TABULATION FORM

BID OPENING DATE: 2-Mar-23

BID OPENING TIME: 10:00 AM

BID NAME/NO: ITB 23-004; Type "D" Hot Mix

WITNESSED BY: Robin Hutchens
Brian Smith

BIDDERS					
ITEM		Gulf Coast Rec'd 3/2/23 @ 9:37AM	Waller County Asphalt Rec'd 3/1/23 11:46AM		
(1) Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340					
<i>Annual estimates</i>					
500 TONS Picked up by City	Unit Price	\$99.90	\$90.00		
	Total Price	\$49,950.00	\$45,000.00		
5,000 TONS Delivered	Unit Price	\$114.90	\$100.00		
	Total Price	\$574,500.00	\$500,000.00		
(2) Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340					
<i>Emergency Requests after 5:00 p.m. (Mon-Fri) or anytime on week-ends or holidays</i>					
To be picked up by City	Per Occ.	\$1,500.00	\$2,500+material		
Delivered	Per Occ.	\$1,500.00	\$2,500.00+material		



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon a Digital Marketing Agreement with Madden Media for Digital Marketing and Programming for Visit Brenham and Authorize the Mayor and City Manager to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 16, 2023

Department: Tourism & Marketing

Staff Contact: Jennifer Eckermann

SUMMARY STATEMENT:

Visit Brenham has contracted with Madden, a digital marketing and programming company, since 2018, and they have been an important part of the growth we have seen. We have built a partnership that is seeing some amazing success including a click thru rate that is significantly - and consistently - above the industry average, and is sending potential visitors to our website in record numbers. Visit Brenham considers Madden a vital part of our team that is supporting more than 300 tourism partners, and making a positive economic impact on our community.

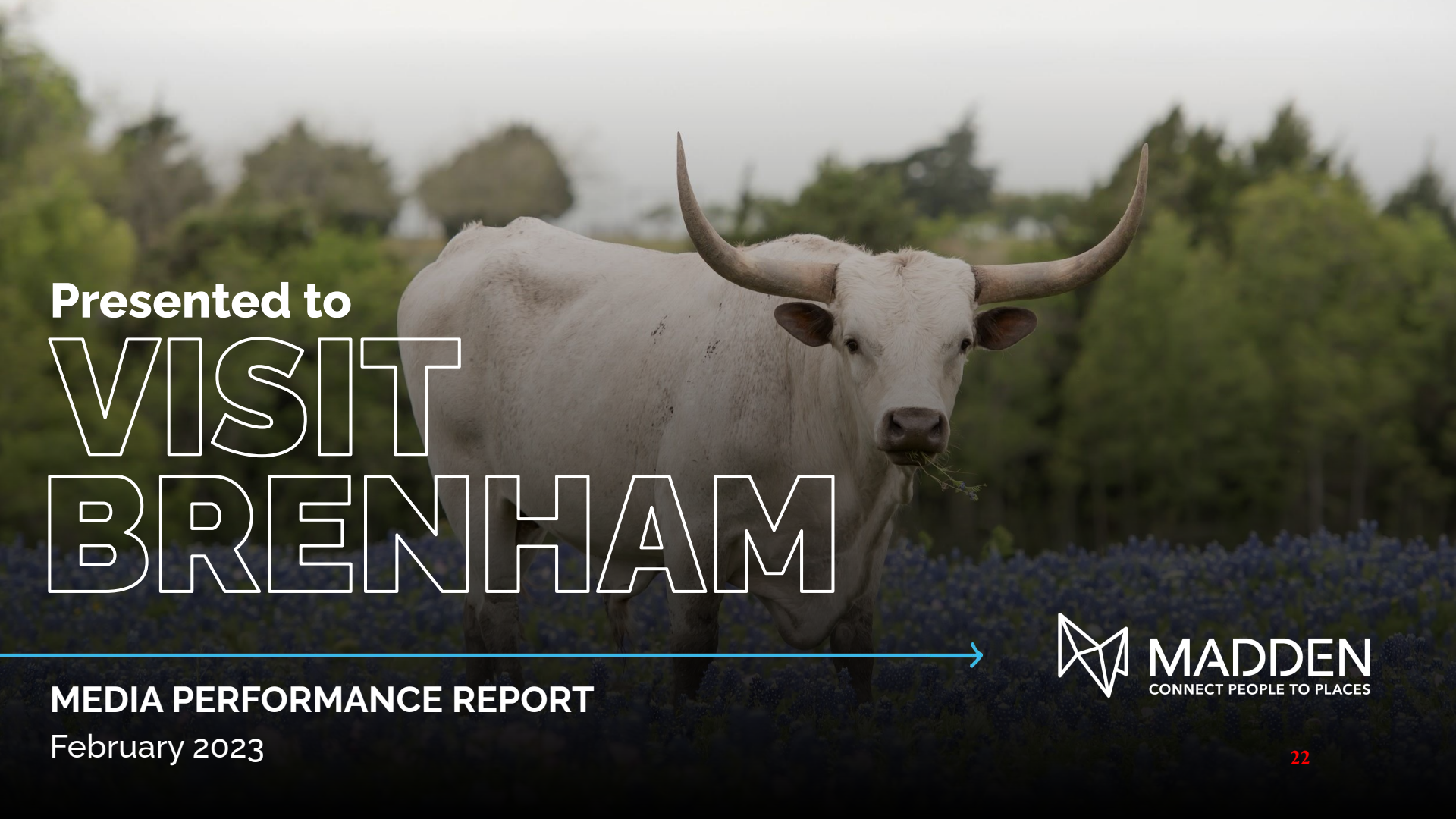
Madden has submitted a quote/agreement for the FY2022-2023 with a menu of services available to the city allowing the city to choose the service or services that best suits our marketing needs. Madden's quote reflects a cost not to exceed \$105,005.00 for use of all of the listed services benefiting the city's marketing with Visit Brenham for the FY 2022-2023.

ATTACHMENTS:

- (1) February Media Performance
- (2) Madden Quote/Agreement

RECOMMENDED ACTION:

Approve the Digital Marketing Agreement with Madden Media for digital marketing and programming for Visit Brenham in the amount not to exceed \$105,000.05 and authorize the Mayor and City Manager to execute any necessary documentation.



Presented to

VISIT BRENNHAM

MEDIA PERFORMANCE REPORT

February 2023



MADDEN
CONNECT PEOPLE TO PLACES

CAMPAIGN OVERVIEW

FEBRUARY MEDIA

SEM

31,565

Impressions

5,334

Clicks

16.90%

CTR

00:03:00

Avg. Session Duration

3.32

Avg. Pages per Session

\$0.26

Avg. CPC

RESPONSIVE DISPLAY

133,429

Impressions

2,242

Clicks

1.68%

CTR

00:01:17

Avg. Session Duration

1.25

Avg. Pages per Session

\$0.14

Avg. CPC

META CTS

124,392

Impressions

3,369

Clicks

2.71%

CTR

73,982

Reach

00:02:12

Avg. Session Duration

2.49

Avg. Pages per Session

\$0.11

Avg. CPC

PINTEREST

178,864

Impressions

1,453

Clicks

0.81%

CTR

00:00:58

Avg. Session Duration

1.63

Avg. Pages per Session

\$0.49

Avg. CPC

MEETINGS SEM

15,685

Impressions

808

Clicks

5.15%

CTR

00:01:29

Avg. Session Duration

1.82

Avg. Pages per Session

\$1.37

Avg. CPC

LinkedIn

48,222

Impressions

529

Clicks

1.10%

CTR

00:00:17

Avg. Session Duration

1.02

Avg. Pages per Session

2.17

Avg. CPC

CAMPAIGN OVERVIEW

FEBRUARY MEDIA

TOTAL
13,735
Clicks

TOTAL
532,157
Impressions

FOR PERSPECTIVE, THE CITY
OF TUCSON, AZ HAS A
POPULATION OF 531,641!

SEM Leisure

OVERALL
PERFORMANCE

25,372 CLICKS

81% TO GOAL OF 31,250 CLICKS

CAMPAIGN PERFORMANCE



5,334 Clicks



16.90% CTR

BENCHMARK: 9.19%



4,290 Conversions



Top Ad Group: Things To Do



Top Keywords:

1. Things to do Brenham TX - 720 Clicks

2. Restaurants in Brenham TX - 568 Clicks

3. Brenham TX Attractions - 517 Clicks

INSIGHTS



- Top 3 affinity audiences are Nightlife Enthusiasts, Entertainment News Enthusiasts, and Art & Theater Aficionados.
- Top 3 user markets are Houston (15%), Dallas (12%), and Austin (5%)

Fun Things to Do in Brenham | Arts & Culture in Brenham TX | Outdoors, Museums & More

Ad visitbrenhamtexas.com/things-to-do

Explore retail, parks, events, festivals happening in Brenham & Washington County. From alpacas to museums, Brenham has a variety of fun things to do for the whole family!

Ad	Impressions	Clicks	CTR
Enabled	4,079	1,515	37.14%

25

Meetings SEM

**OVERALL
PERFORMANCE**

1,454 CLICKS
44% TO GOAL OF 3,333 CLICKS

CAMPAIGN PERFORMANCE



808 Clicks



5.15% CTR

BENCHMARK: 47%



214
Conversions



Top Keywords:

1. Texas venues - 218 Clicks
2. Conference in texas - 158 Clicks
3. Texas banquet hall - 149 Clicks

INSIGHTS



- Business professionals and travelers were top affinity audiences.
- Most users navigate from /groups/ to /beyond-brenham/ and then split about equally between:
 - /about/visitor-guide-request/
 - /groups/facilities/
 - /weddings/

Impressive Venues and Hotels | Hold Meetings in Brenham, TX |...

[Ad] visitbrenhamtexas.com/brenham/meetings

Explore Our Event Services And Browse Our Event Spaces. Let Brenham Help Plan Your Event. Located halfway between Austin and Houston, we have over 30 venues for events.

Ideal Venues · Venues & Facilities · Unique Meeting Venues · Conference Centers

[Venues](#)

[Submit RFP](#)

[Subscribe to E-News](#)

[Host Your Reunion](#)

Ad	Impressions	Clicks ▾	CTR ▾
● Enabled	15,685	808	5.15%

Responsive Display

OVERALL PERFORMANCE

23,368 CLICKS; 1,713,564 IMPs..

132% TO GOAL OF 17,646 CLICKS

33% To GOAL OF 5,202,246 IMPs.

CAMPAIGN PERFORMANCE



133,429 Impressions



2,242 Clicks



1.68% CTR

BENCHMARK: .47%



213

Conversions

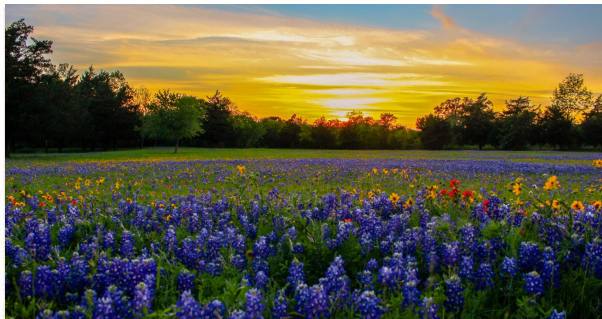


Top Campaign:
Wildflowers

INSIGHTS



- Majority of clicks come from users ages 25-34 & 65+



Wildflowers In Full Bloom



The Perfect Spring Road Trip Is Awaiting You - Check Out A Scenic Wildflower Driving Map



#BrenhamArtWalk



Take An Art Day In Brenham! Check Out Murals, Local Galleries & More! Learn More Today.



83,310 IMPRESSIONS

1,199 CLICKS

1.44% CTR

50,109 IMPRESSIONS

1,043 CLICKS

208% CTR

Meta CTS

OVERALL PERFORMANCE

26,773 CLICKS

125% TO GOAL OF 21,429 CLICKS

CAMPAIGN PERFORMANCE



124,392 Impressions



73,982 Reach



3,369 Clicks



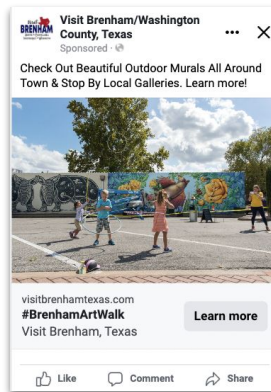
2.71% CTR

BENCHMARK: .90%

INSIGHTS



- 92% of clicks were made by females
- 33% of clicks are from ages 55-64
- Top 3 user markets are Houston, Austin, and Dallas

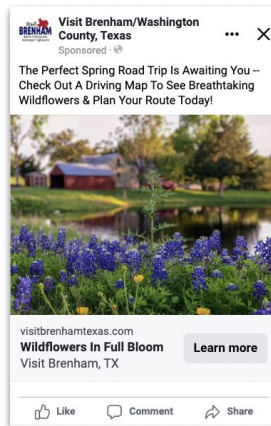


62,415 IMPRESSIONS

41,247 REACH

771 CLICKS

1,290 ENGAGEMENTS



61,977 IMPRESSIONS

35,519 REACH

2,598 CLICKS

7,897 ENGAGEMENTS

Pinterest

OVERALL PERFORMANCE

2,440 CLICKS

55% TO GOAL OF 4,457 CLICKS

CAMPAIGN PERFORMANCE



174,601 Impressions



1,344 Clicks



.77% CTR

BENCHMARK: .22%

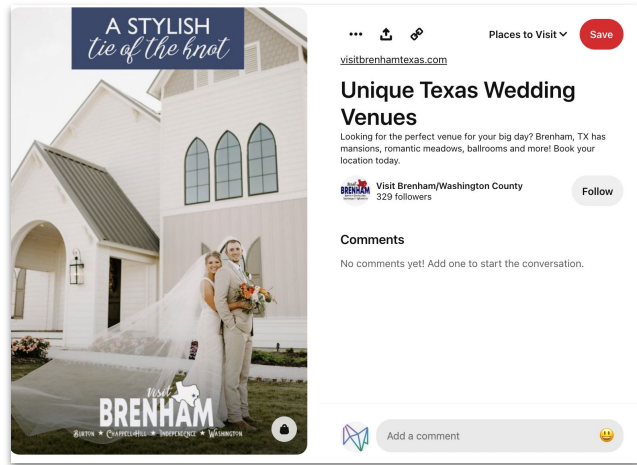


29 Saves

INSIGHTS



- 39% of clicks were made by users aged 25-34
- 80% of clicks were made by females



118,603 IMPRESSIONS

950 CLICKS

1,355 ENGAGEMENTS

17 SAVES

LinkedIn

12/5/22 through 03/2/23

**OVERALL
PERFORMANCE**

1,816 CLICKS

Project Complete

CAMPAIGN PERFORMANCE



125,117 Impressions



1,816 Clicks



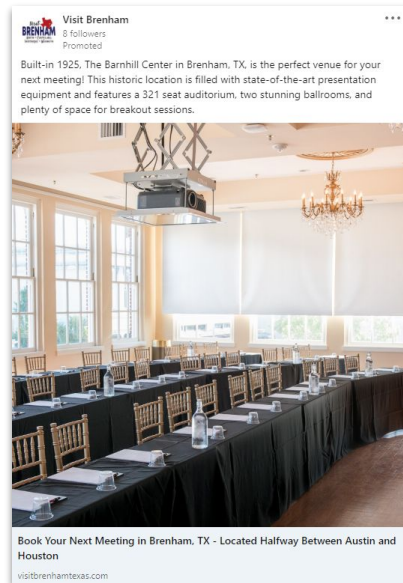
1.45% CTR

BENCHMARK: 0.6%

INSIGHTS



- Most engaged users came from the following company industries:
 - Technology, Information & Internet
 - Non-profit organizations
 - Advertising services



22,889 IMPRESSIONS

310 CLICKS

1.35% CTR

309 WEBSITE VISITS



THANKS!

WE'RE ALL DONE NOW.



31 N 6th Ave
Suite 105-157
Tucson, AZ 85701
Office: 520.322.0895
Fax: 520.322.9438
mmcontracts@maddenmedia.com

Quote Number Q-03376
Expiration Date 9/30/2022
Program Title

Account Name City of Brenham
Contact Name Jennifer Eckermann
Email jeckermann@cityofbrenham.org

Billing Instructions
Bill To Account City of Brenham
Billing Address PO Box 1059
Brenham, TX 77834
United States

Bill To Contact

Product	Sales Price	Quantity	Line Total
Account Management (<\$100K Spend) - (Monthly)	USD 1,050.00	12	USD 12,600.00
Pinterest (CPC)	USD 1.75	4,457	USD 7,799.75
Google Responsive Display (CPM)	USD 2.90	5,172	USD 14,998.80
Creative - Asset Ready Video Production	USD 3,000.00	1	USD 3,000.00
Creative Support (Up to 6 hours of Creative Labor)	USD 800.00	2	USD 1,600.00
Google Video Distribution (CPV)	USD 0.10	100,000	USD 10,000.00
Facebook / Instagram Ads Click to Site (CPC)	USD 0.70	21,429	USD 15,000.30
Google SEM - General Leisure (CPC)	USD 0.80	31,249	USD 24,999.20
LinkedIn Sponsored Posts - Meetings (CPC)	USD 20.00	250	USD 5,000.00
Google SEM - Meetings (CPC)	USD 3.00	3,334	USD 10,002.00

Custom 12 month digital leisure marketing program with video production and distribution. Also has custom meetings marketing.

Subtotal: USD 105,000.05
Tax: USD 0.00
Grand Total: USD 105,000.05

Opportunity Owner

Daryl Whitworth

Quote PDF (Created Date) 7/19/2022

Terms & Conditions

[Madden Media Standard Terms & Conditions for Digital Marketing Services](https://maddenmedia.com/mm_digital_terms)

https://maddenmedia.com/mm_digital_terms

[Madden Media Standard Terms & Conditions for Print Production and Advertising Services](https://maddenmedia.com/mm_print_terms)

https://maddenmedia.com/mm_print_terms

[Madden Media Standard Terms & Conditions for Professional Services](https://maddenmedia.com/mm_prof_services_terms)

https://maddenmedia.com/mm_prof_services_terms

[Madden Media Standard Terms & Conditions for Madden Voyage and Voyage+ Services](https://maddenmedia.com/mm_voyage_terms)

https://maddenmedia.com/mm_voyage_terms

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.

Authorized signature:

Print Name:

Date:

Standard Terms and Conditions for Digital Marketing Services

These Standard Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Madden Media (MM) may manage digital campaigns for the ADVERTISER. References to "ADVERTISER" in these Standard Terms and Conditions means the "ADVERTISER" as specified in the preceding quote.

Term: This Agreement shall commence on the effective date as indicated by signing and shall remain in effect through the quoted program's end.

Indemnity and Hold Harmless: ADVERTISER agrees to indemnify, defend, protect and hold free and harmless MM and its officers, members, directors, and employees from and against any and all liabilities, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of ADVERTISER, its agents, employees, and sales personnel or from the publication of any editorial or ADVERTISER materials supplied by ADVERTISER, including, without limitation, any such liability arising out of copyright, privacy, or antitrust. ADVERTISER shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of MM.

MM does hereby indemnify and hold harmless ADVERTISER and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of MM, its agents, or employees or from the publication of any material supplied by MM. MM shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of ADVERTISER.

Taxes: All tax and other returns required by city, local, state or federal laws or regulations with respect to the performance of this contract or otherwise in connection with the business of MM and all payments due thereon, and all fees or other payments due in connection therewith, including generally, but not limited to, income or other tax withholding, social security, unemployment compensation, disability coverage and other taxes shall be made, filed and paid by MM, and MM shall hold ADVERTISER harmless from any liability with respect thereto.

In addition to the contract value, ADVERTISER agrees to pay any and all sales, value added and other taxes levied or assessed by any government authority by reason of this Agreement and which are at law collectible from the ADVERTISER. MM reserves the right to apply and charge sales tax as required by any government authority.

Assignment: Neither party shall have any right or ability to assign, transfer, or sublicense any obligations under this agreement without the prior written consent of the other party (and any attempt will be void), except that either party may (without consent) assign and transfer this Agreement and its rights and obligations hereunder to any successor to substantially all of its business to which this agreement relates.

Modification: This Agreement may only be modified in writing and signed by both parties hereto.

Confidentiality: Information that is disclosed by one party to the other party, and that is marked "confidential," or which under the circumstances ought reasonably to be treated as confidential information (including this agreement), will be treated as confidential by you. You will not disclose to a third party such information or use such information other than for the purpose for which it was provided without the written consent of us. This limitation will apply for a period of one (1) year after disclosure of such confidential information. The foregoing limitations do not apply to the extent such information: (a) is or subsequently becomes publicly available other than through a breach of these limitations; (b) is already known to the receiving party at the time of disclosure; (c) is developed by the receiving party independent of such information; or (d) is rightfully received from a third party without restrictions on disclosure or use.

MM and ADVERTISER collectively agree to keep the terms of this Agreement and all information pertaining to the advertising sales and other information pertaining to either party's business strictly confidential except as may be required to sell Advertising. Disclosure by MM or ADVERTISER to its attorneys, accountants, or tax advisors and sales representatives, or as may be required by law to any governmental agency or authority or to a court or arbitrator shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the terms of this Agreement. Either party shall notify the

other party promptly if any such disclosure is requested or required. Neither party shall issue any press releases or public announcements pertaining to this Agreement or the Advertising Sales unless such releases or announcements have been approved by the other party prior to issuance.

Responsibility for Advertisements: ADVERTISER represents and warrants to MM that it is fully authorized to deliver, and authorizes MM to deliver on its partners' behalf, content through advertisements (including, without limitation, all content such as text, graphics, URLs, and sites to which URLs are linked), and that all content complies with all applicable laws and regulations. If an agency is entering into this Agreement on behalf of an ADVERTISER, Agency agrees to the foregoing representations and also represents and warrants that it is the authorized agent of ADVERTISER, and ADVERTISER is not, as of the date of this Agreement, in material breach of any agreement with or in default with respect to any amount owed to Agency. It is the responsibility of ADVERTISER or Agency to inform MM of removed or relocated web content that may adversely affect the advertisements' ability to deliver appropriate content to visitors. MM will not be held liable for any clicks delivered to removed or relocated web content, such as those resulting in an HTTP 404 error response code.

Miscellaneous: This Agreement shall be construed and controlled by the laws of the State of Arizona. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement does not constitute an offer by MM and it shall not be effective until signed by ADVERTISER. ADVERTISER will not have direct access to bid management interface, advertising platforms, or metrics such as cost per click incurred and cost per thousand impressions incurred. All platform accounts and contents therein will remain the intellectual property of MM during and after the program described with this MA. MM will pay all media costs directly to 3rd party vendors.

Counts and Make Goods: MM counts instances of Content being delivered based on requests, and MM will issue monthly tracking reports on that basis. ADVERTISER will only be privy to results of their individual advertising or the cumulative results of their program when sponsoring a cooperative initiative. If MM fails to deliver the contracted impressions during the contract term, ADVERTISER's sole remedy for such failure will be an extension of this Agreement until the contracted deliverables are provided in full. The final determination of delivery will be as reported by MM's ad server platforms. MM will not be liable for impressions or other delivery discrepancies between said platforms and ADVERTISER's 3rd party ad tagging. MM guarantees costs and assumes all risks based on current levels of online inventories and marketplace demand. In the event, and only in the event, market conditions shift to prevent the execution of the contract as contemplated by the parties, ADVERTISER and MM may mutually agree to alter the agreement terms or either party may terminate the contract upon 10 business days' notice in party's sole discretion.

Commitment and Payment Terms: Unless otherwise agreed upon, ADVERTISER will be billed in full upon advertising campaign activation. MM will invoice ADVERTISER for all fees under this Agreement, and ADVERTISER will pay MM all invoiced amounts within 30 days after the date of the invoice to MM. MM may remove any advertisements and cancel any Agreement, if ADVERTISER is in default of its payment obligations. Amounts due hereunder do not include taxes or other government fees, the computation and payment of which (other than taxes on MM income) is the responsibility of ADVERTISER.

Reporting: MM will provide monthly reports, at a minimum, taken directly from the applicable advertising account(s) demonstrating key metrics such as clicks, impressions and click-through rates. ADVERTISERS will only be privy to results of their individual advertising or the cumulative results of their program when sponsoring a cooperative initiative.

Independent Status: The parties intend that an independent contractor relationship will be created by this Agreement. Nothing in this Agreement shall be construed as making the parties joint venturers or as making either party or any of its employees the employee of the other.

Standard Terms and Conditions for Print Production and Advertising Services

AGREEMENT DETAILS

ORDERS FOR ADVERTISEMENTS:

These Standard Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Madden Media ("MM"; "PUBLISHER") may provide print and advertising services for the ADVERTISER. References to "ADVERTISER" in these Standard Terms and Conditions means the "ADVERTISER" as specified in the preceding quote.

Terms: This offer for contract remains binding if Agreement is signed and returned within seven days to the postal address, email address or fax number shown below.

Credit Card: Payments made by credit card are subject to a processing fee.

Approvals: All contents of all advertisements are subject to PUBLISHER's approval. PUBLISHER reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time.

Positioning: Positioning requests will be considered but not guaranteed unless position is paid for and specified in the Agreement. The ultimate position of each advertisement is at discretion of PUBLISHER. Space reservation deadline for premium positions is four weeks prior to published rate card deadlines.

Deadlines & Materials: If the ADVERTISER does not submit acceptable ad copy and/or production materials by materials due date, the PUBLISHER reserves the right to use prior ad materials or fill the space with a non-revenue ad. If the ADVERTISER does not return any provided proofs with all required changes by the proof deadline, PUBLISHER reserves the right to use provided proof with editorial modifications deemed appropriate in editing process. The ADVERTISER is still liable for the full cost of the ad space. Ad materials must conform to specifications in PUBLISHER's Electronic Ad Specifications form and/or rate card.

Ad Production & Changes: Please see Production Rate Card for applicable production, change and ad submission rates. ADVERTISER agrees to accept the terms of the Production Rate Card as part of this Agreement.

Print Method: Body and cover are printed web offset. Final reproduction quality is contingent on materials furnished. Due to the nature of web offset and sheet-fed printing, color reproduction may vary from proofs and originals provided.

Commissions: A 15% commission is available to recognized agencies. No agency commission is allowed if payment is not received within 60 days of invoice date.

Payment: Amounts due are invoiced upon delivery of publication. Some advertisement contracts may be required to be accompanied by a 50% deposit. Any balance not paid within 30 days of invoice date will be subject to a 1.5%

monthly (18% per annum) finance charge, unless payment plan option is approved. PUBLISHER may order a client credit report at any time.

PUBLISHER may hold ADVERTISER and its advertising agency, jointly and severally, liable for all sums due and payable to PUBLISHER. Any collection expense or legal fees incurred in collecting payment will be paid for by the ADVERTISER/agency.

In addition to the contract value, ADVERTISER agrees to pay any and all sales, value added and other taxes levied or assessed by any government authority by reason of this Agreement and which are at law collectible from the ADVERTISER. MM reserves the right to apply and charge sales tax as required by any government authority.

Cancellations: The ADVERTISER shall have the right to cancel this Agreement at any time within three days of the date of this Agreement by written notice to PUBLISHER. Any cancellation made after three days and up to and including the closing date shall be billed 30% of the amount of the original charge. No cancellations shall be accepted by the PUBLISHER after the closing date.

Frequency Discounts: Apply only to advertising on written contracts. Repeat ads may be run the same as previous issue unless changes are received two weeks prior to closing date. If frequency contract is not fulfilled, ADVERTISER agrees to pay short rate. Short rate is difference between rate contracted for and issue rates per rate card. Any frequency contract cancellations must be made in writing two weeks prior to closing date.

Omissions/Errors: PUBLISHER will exercise every care to prevent an error or omission in each advertisement. ADVERTISER has 15 days from publication date to notify PUBLISHER of any omissions or errors. ADVERTISER is responsible for making all required changes to any proof provided. The publication shall not be responsible for an omission or error if a proof of an ad has been provided to the ADVERTISER. The PUBLISHER is not liable for failure to publish an ad or for typographical errors in publication. Adjustments for errors are limited to the cost of that portion of the ad wherein the error occurred. Advertising corrections of changes taken over the telephone are accepted only at the ADVERTISER's risk. Advertisements not received by advertising production department by material closing date will not be entitled to the privilege of approval or revision by the ADVERTISER or its agency.

PUBLISHER/ADVERTISER: All advertisements are accepted and published upon Agreement that the party placing such materials is authorized to publish any and all such materials. In consideration of the acceptance, ADVERTISER and/or agency agree to indemnify and hold the PUBLISHER harmless from and against any loss or expense on claims based on the subject matter of such advertisements.

Responsibility for Digital Advertisements: For any digital advertising related to an Agreement, ADVERTISER represents and warrants to PUBLISHER that it is fully authorized to deliver, and authorizes PUBLISHER to deliver on its partners' behalf, content through advertisements (including, without limitation, all content such as text, graphics, URLs, and sites to which URLs are linked), and that all content complies with all applicable laws and regulations. If an agency is entering into this Agreement on behalf of an ADVERTISER, Agency agrees to the foregoing representations and also represents and warrants that it is the authorized agent of ADVERTISER, and ADVERTISER is not, as of the date of this Agreement, in material breach of any agreement with or in default with respect to any amount owed to Agency. It is the responsibility of ADVERTISER or Agency to inform PUBLISHER of



phone 520-322-0895

removed or relocated web content that may adversely affect the advertisements' ability to deliver appropriate content to visitors. MM will not be held liable for any clicks delivered to removed or relocated web content, such as those resulting in an HTTP 404 error response code.

Entire Agreement: This writing contains the entire Agreement of the parties. No representations are made or relied upon by either party other than those expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms set forth unless done in writing and signed by the PUBLISHER and the ADVERTISER.

ADVERTISER and its agency will be presumed to have read this Agreement and agreed to its conditions.

Standard Terms and Conditions for Professional Services

AGREEMENT DETAILS

These Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Madden Media (MM, "Agency") may provide Madden's Professional Services to the CLIENT. References to "CLIENT" in these Terms and Conditions means the "ACCOUNT" as specified in the preceding quote.

Term: This Agreement shall commence on the effective date as indicated by signing and shall remain in effect through the quoted program's end.

Purpose: Under this Professional Services Agreement ("Agreement") Madden Media (MM, "Agency") shall provide professional agency services that may include: strategic planning, public relations, advertising, creative, digital marketing, website development, search engine marketing, social media, digital media planning/buying, and other marketing services (collectively, the "Services") as agreed to between Madden Media and CLIENT ("Client"). Agency and Client may each be individually referred to as a "Party" and collectively as the "Parties" in this Agreement.

Budget Commitment: Agency has based this Agreement on Client's total purchase commitment **indicated on preceding quote** to be allocated evenly across the term unless otherwise indicated on the quote. Agency recognizes the importance of transparency and, upon request, will provide Client with all records relative to Services provided to Client under this Agreement.

Task Orders: Services provided under this Agreement, will be set forth and priced through individual task orders delivered in advance to Client. Each task order shall include a description and total cost estimate for each proposed Service. Agency shall not undertake performance of any Services listed in a task order without the prior written approval of Client. Services to be provided by Agency in individual task orders may include the following:

- Account Service
- Media Planning & Buying
- Creative Production & Services
- Website Development
- Results Tracking, KPIs, & Metrics
- Content creation and paid distribution

This individual "task order" approach provides a performance-first model that provides the flexibility to the Client to identify and optimize their purchasing efforts via an agency marketing calendar.

Payment: Unless otherwise agreed upon, CLIENT will be billed in full the month following services activation. MM will invoice CLIENT for all fees under this Agreement, and CLIENT will pay MM all invoiced amounts within 30 days after the date of the invoice to MM. Amounts due hereunder do not include taxes or other government fees, the computation and payment of which (other than taxes on MM income) is the responsibility of CLIENT.

Indemnity and Hold Harmless: Client does hereby indemnify and hold harmless Agency and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from Client's performance of this Agreement, including without limitation, the fault or negligence of Client, its agents, or employees from the publication of any material supplied by Client. Client shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of Agency.

Agency does hereby indemnify and hold harmless Client and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from Agency's performance of this Agreement, including without limitation, the fault or negligence of Agency, its agents, or employees from the publication of any material supplied by Agency. Agency shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of Client.

Taxes:

All tax and other returns required by city, local, state or federal laws or regulations with respect to the performance of this Agreement or otherwise in connection with the business of Agency and all payments due thereon, and all fees or other payments due in connection therewith, including generally, but not limited to, income or other tax withholding, social security, unemployment compensation, disability coverage and other taxes shall be made, filed and paid by Agency, and Agency shall hold Client harmless from any liability with respect thereto.

In addition to the contract value, CLIENT agrees to pay any and all sales, value added and other taxes levied or assessed by any government authority by reason of this Agreement and which are at law collectible from the CLIENT. MM reserves the right to apply and charge sales tax as required by any government authority.

Assignment:

Neither party shall have any right or ability to assign, transfer, or sublicense any obligations under this agreement without the prior written consent of the other party (and any attempt will be void), except that either party may (without consent) assign and transfer this Agreement and its rights and obligations hereunder to any successor to substantially all of its business to which this agreement relates.

Modification:

This Agreement may only be modified in writing and signed by both Parties hereto.

Independent Contractor Status:

The Parties intend that an independent contractor relationship will be created by this Agreement. Nothing in this Agreement shall be construed as making the Parties joint venturers or as making either Party or any of its employees the employee of the other.

Ownership:

All campaigns, creative, social media channels, slogans, artwork and digital assets, written materials, drawings, photographs, graphic materials, film, music, transcriptions, or other materials produced by Agency pursuant to this Agreement (collectively, the "Work Product") are the property of the Client.

Professional Services Warranty.

Madden Media warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services, has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Professional Services in accordance with the SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. Madden Media's ability to successfully perform such services is dependent on Customer's provision of timely information, access to resources, and participation. If, through no fault or delay of Customer, the Professional Services do not conform to the foregoing, and Customer notifies Madden Media within 10 days of delivery of the Professional Services, Customer may require Madden Media to re-perform the non-conforming portions of the Professional Services.

Miscellaneous:

This Agreement shall be construed and controlled by the laws of the State of Arizona. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement does not constitute an offer by the Agency and it shall not be effective until signed by Client. Agency will pay all media costs directly to 3rd party vendors and provide the Client with real-time reporting and any custom reports upon request.

Amendment:

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by each of the Parties.

Notices:

Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged. By written notice to the other, either Party may change its mailing address or correspondence information.

Execution in Counterparts:

This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format ("pdf") to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Warranty of Authority:

Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

Standard Terms and Conditions for Madden Voyage Services

These Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Madden Media (MM) may provide Madden's business intelligence platform to the CLIENT. References to "CLIENT" in these Terms and Conditions means the "ACCOUNT" as specified in the preceding quote.

Term. This Agreement shall commence on the effective date as indicated by signing and continue for a minimum period of 12-months.

Following the initial 12-month period, this agreement will renew for consecutive 12-month terms unless cancelled by the Client in writing with a minimum 30-day notice prior to renewal.

Services and Obligations. During the term, MM will use subscribed data feeds and CLIENT advertiser platform data to provide the CLIENT the proprietary information on the Madden Voyage Intelligence Platform.

Professional Services Warranty. Madden Media warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services, has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Professional Services in accordance with the SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. Madden Media's ability to successfully perform such services is dependent on Customer's provision of timely information, access to resources, and participation. If, through no fault or delay of Customer, the Professional Services do not conform to the foregoing, and Customer notifies Madden Media within 10 days of delivery of the Professional Services, Customer may require Madden Media to re-perform the non-conforming portions of the Professional Services.

Limited Rights. Subject to the payment of all Fees and provided that You are not in breach of any obligation hereunder, MM grants You a nonexclusive, non-transferable, limited license to access and utilize the Madden Media's Business Intelligence Platform for analytics and evaluations within your business only as specified for the duration specified in the preceding quote and for no other purpose. You may extract information from the Voyage Data Sets for analyses. In no case shall you share or resell the Voyage data Sets (i.e. raw data) to partners or any other third party. The Limited License will automatically terminate, without notice, upon your breach of this Agreement (including your failure to pay any due Fees).

Commitment and Payment Terms: Unless otherwise agreed upon within the preceding quote, CLIENT will be billed in full upon activation. MM will invoice CLIENT for all fees under this Agreement, and CLIENT will pay MM all invoiced amounts within 30 days after the date of the invoice to MM. MM may remove any access to the Madden Voyage Platform and cancel any Agreement, if CLIENT is in default of its payment obligations. Amounts due hereunder do not include taxes or other government fees, the computation and payment of which (other than taxes on MM income) is the responsibility of CLIENT.

Intellectual Property Rights. The Parties acknowledge and agree that the Data Provider(s) retains intellectual property rights over the raw data transferred.

Uses. The CLIENT agrees that the data provided is restricted to uses for statistical, research, advertising performance and planning purposes by employees of CLIENT and MM. The CLIENT will not republish any of the Intelligence, or disclose to any third party without the written consent of MM.

Disclaimer. The CLIENT undertakes to understand the methodology behind the data gathering and as such, the MM holds no liability as to the accuracy of the information. The CLIENT understands that the information is gathered based on reasonable assumptions and the CLIENT holds that the information is a directional estimation.

Assignment: Neither party shall have any right or ability to assign, transfer, or sublicense any obligations under this agreement without the prior written consent of the other party (and any attempt will be void), except that either party may (without consent) assign and transfer this Agreement and its rights and obligations hereunder to any successor to substantially all of its business to which this agreement relates.

Indemnity and Hold Harmless: CLIENT agrees to indemnify, defend, protect and hold free and harmless MM and its officers, members, directors, and employees from and against any and all liabilities, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of CLIENT, its agents, employees, and sales personnel or from the publication of any CLIENT materials supplied by CLIENT, including, without limitation, any such liability arising out of copyright, privacy, or antitrust. CLIENT shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of MM.

MM does hereby indemnify and hold harmless CLIENT and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of MM, its agents, or employees or from the publication of any material supplied by MM. MM shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of CLIENT.

Taxes: All tax and other returns required by city, local, state or federal laws or regulations with respect to the performance of this contract or otherwise in connection with the business of MM and all payments due thereon, and all fees or other payments due in connection therewith, including generally, but not limited to, income or other tax withholding, social security, unemployment compensation, disability coverage and other taxes shall be made, filed and paid by MM, and MM shall hold CLIENT harmless from any liability with respect thereto.

In addition to the contract value, CLIENT agrees to pay any and all sales, value added and other taxes levied or assessed by any government authority by reason of this Agreement and which are at law collectible from the CLIENT. MM reserves the right to apply and charge sales tax as required by any government authority.

Miscellaneous: This Agreement shall be construed and controlled by the laws of the State of Arizona. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement does not constitute an offer by MM and it shall not be effective until signed by CLIENT. MM will pay all data subscription costs directly to 3rd party suppliers.

Independent Status: The parties intend that an independent contractor relationship will be created by this Agreement. Nothing in this Agreement shall be construed as making the parties joint venturers or as making either party or any of its employees the employee of the other.



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-011 Repealing and Rescinding Resolution No. R-22-023 Concerning a Letter of Credit Agreement and Associated Documents Regarding the City of Brenham, Texas and Municipal Gas Acquisition and Supply Corporation

Meeting Type: Regular Meeting-March 16, 2023

Department: Finance

Staff Contact: Stacy Hardy

SUMMARY STATEMENT:

On July 21, 2022 the City of Brenham Authorized a Letter of Credit Agreement in the amount of \$1,000,000,000 with the Bank of Brenham for the purchase of natural gas from Municipal Gas Acquisition and Supply Corporation ("MuniGas"). The Letter of Credit Agreement was to allow the City flexibility to manage our cash through the changing environment.

On October 21, 2022, the City of Brenham executed a contract with Energy Transfer for the purchase of natural gas. By way of this contract, all future deliveries of gas will be sold to the City directly by our physical supplier, Energy Transfer. With this current contract, the Letter of Credit with MuniGas as the beneficiary is no longer needed.

ATTACHMENTS:

- (1) Resolution No. R-23-011
- (2) Release of Letter of Credit

RECOMMENDED ACTION:

Approve Resolution No. R-23-011 repealing and rescinding Resolution No. R-22-023 concerning a Letter of Credit Agreement and associated documents regarding the City of Brenham, Texas and Municipal Gas Acquisition and Supply Corporation.

RESOLUTION NO. R-23-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS REPEALING AND RESCINDING RESOLUTION NO. R-22-023 CONCERNING A LETTER OF CREDIT AGREEMENT AND ASSOCIATED DOCUMENTS

WHEREAS, the City of Brenham adopted Resolution No. R-22-023 to authorize a Letter of Credit Agreement and Associated Documents with the Bank of Brenham for the purchase of natural gas from Municipal Gas Acquisition and Supply Corporation was adopted by City Council on July 21, 2022 and attached hereto as Exhibit “A”; and

WHEREAS, the City Council now finds a Letter of Credit with the Bank of Brenham for Municipal Gas Acquisition and Supply Corporation in no longer necessary; and

WHEREAS, the City of Brenham, executed a contract with Energy Transfer for the purchase of natural gas on October 21, 2022; and

WHEREAS, the City Council of the City of Brenham now desires to repeal and rescind said Resolution No. R-22-023;

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby repeal and rescind Resolution No. R-22-023 in its entirety, and any authorization and/or approval provided for in Resolution No. R-22-023 is null and void.

PASSED and APPROVED on this the 16th day of March 2023.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

RESOLUTION NO. R-22-023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM,
TEXAS AUTHORIZING A LETTER OF CREDIT AGREEMENT AND
ASSOCIATED DOCUMENTS**

WHEREAS, the City of Brenham, through its Gas Utility, strives to provide all its residents and customers with the lowest priced utilities available while maintaining the best service possible; and

WHEREAS, the City of Brenham Gas Utility has materially reduced the cost of its gas supplies through its long-standing participation in the municipal gas purchasing cooperative with Municipal Gas Acquisition and Supply Corporation ("MuniGas"); and

WHEREAS, in its efforts to maintain its credit-worthy and cost-saving relationship with MuniGas on terms similar to other participating municipal utilities, the City of Brenham has previously held minimum unrestricted cash reserves as required by MuniGas; and

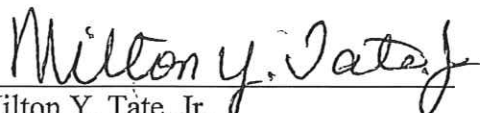
WHEREAS, MuniGas has agreed to transition the City of Brenham from a cash balance agreement to an agreement requiring the City to obtain a Letter of Credit with MuniGas as the beneficiary; and

WHEREAS, the City Council of the City of Brenham desires to approve the Letter of Credit Agreement attached hereto as Exhibit A, as well as all other associated documents, and authorize its use for the purpose of maintaining the credit-worthy status of the City of Brenham Gas Utility; and

NOW THEREFORE, BE IT RESOLVED that the Mayor is authorized to execute any and all documents concerning the City of Brenham's approval and acceptance of the Letter of Credit Agreement in the attached Exhibit A.

PASSED and APPROVED on this the 21st day of July 2022.




Milton Y. Tate, Jr.
Mayor

ATTEST:


Jenna Bellinger, TRMC, CMC
City Secretary



July 21, 2022

Issuer: Bank of Brenham N.A.
501 S. Austin St.
Brenham, Texas 77833
Facsimile: (979)-836-3334

Applicant: City of Brenham
200 W. Vulcan St.
Brenham, Texas 77833

Beneficiary: Municipal Gas Acquisition and Supply Corporation
Three Riverway, Suite 1900
Houston, Texas 77056
Facsimile: 713-888-0239

Amount: \$One Million and 00/100 U.S. Dollars (\$1,000,000.00)

Expiration Date: July 21, 2023

We hereby issue this irrevocable non-transferable standby letter of credit number 101 ("Letter of Credit") by order of, for the account of, and on behalf of the City of Brenham (the "Applicant") and in favor of Municipal Gas Acquisition and Supply Corporation (the "Beneficiary").

This Letter of Credit is irrevocable and is issued, presentable, and payable to the Beneficiary. Issuer engages with Beneficiary that documents presented under and in compliance with the terms of this Letter of Credit will be honored at sight on presentation and surrender of certain documents pursuant to the terms of the Letter of Credit. Documents presented under this Letter of Credit may be presented in person or by facsimile to Issuer at the address or facsimile referenced above for the Issuer.

This Letter of Credit is available in one or more drawings and may be drawn hereunder for the account of the City of Brenham up to an aggregate amount of One Million U.S. Dollars (USD \$1,000,000.00). This Letter of Credit may be drawn against by presentation to us at our office located at 501 S. Austin St., Brenham, Texas 77833 of a certificate signed by and authorized representative, office or director of the Beneficiary, containing any one or more of the following statements:

1. The undersigned hereby certifies to the Bank of Brenham that the City of Brenham has not performed in accordance with the contract(s) between Beneficiary and the City of Brenham. As such the Beneficiary hereby draws upon the Letter of Credit in an amount equal to _____ (amount to be determined at time of drawing)

and/or

2. As of the close of business on or before July 21, 2023, the undersigned hereby certifies that the Applicant has failed to amend, extend, or replace the Letter of Credit in a manner acceptable to the Beneficiary. As such the Beneficiary hereby draws upon the Letter of Credit in an amount equal to _____ (amount to be determined at time of drawing).

and/or

3. As of the close of business on _____, 20____, the undersigned hereby certifies that at least three(3) Business Days prior notice has been provided to the Applicant whereby such notice requires the Applicant to replace the Letter of Credit in a manner acceptable to the Beneficiary due to the Beneficiary's concern regarding the financial standing of the Issuer. As such, the Beneficiary hereby draws upon the Letter of Credit in an amount equal to _____ (amount to be determined at time of drawing).

Beneficiary shall have the immediate right, in the event of presentation of a certificate as provided in subparagraphs 1, 2 and/or 3 above, to draw down the amount available under this Letter of Credit.

If presentation of any certificate pursuant to subparagraphs 1, 2 and/or 3 above is made on a day on which the Issuer is open for business (a "Business Day") and such presentation is made before 12:00 p.m. eastern time, the Issuer shall satisfy such draw request on the next Business Day as instructed by the Beneficiary. If the presentation of any certificate pursuant to subparagraphs 1, 2 and/or 3 above is made on a Business Day and such presentation is made after 12:00 p.m. eastern time, the Issuer shall satisfy such draw request on the immediately succeeding second Business Day as instructed by the Beneficiary. If the presentation of any certificate pursuant to subparagraphs 1, 2 and/or 3 above is made on a day which is not a Business Day, such certificate shall be deemed presented on the next succeeding Business Day. Notice of dishonor shall be given by the Issuer no later than the immediately succeeding Business Day after the Business Day of presentation of any certificate pursuant to subparagraphs 1, 2 and/or 3 above by facsimile to the Beneficiary at the facsimile number referenced above for the Beneficiary.

The following conditions shall apply to this Letter of Credit:

1. The amount which may be drawn by the Beneficiary under this Letter of Credit shall be automatically reduced by the amount of any drawings hereunder.
2. All commissions and charges shall be borne by the Applicant.
3. This Letter of Credit is non-transferrable.
4. This Letter of Credit is irrevocable.
5. Partial draws and/or multiple draws on this Letter of Credit are permitted.
6. This Letter of Credit and the conditions contained herein may not be amended, waived, changed or modified without the express written consent of the Beneficiary and the Applicant.
7. In the event of an act of God, riot, civil commotion, insurrection, war or any other cause beyond the Issuer's control that interrupts the Issuer's business and causes the address for presentation of this Letter of Credit to be closed for business on day of presentation, the expiration date of this Letter of Credit will be automatically extended without amendment to the date thirty (30) Business Days after the date on which the Issuer's office has reopened for customary business.
8. This Letter of Credit shall be governed by the laws of the State of Texas and the International Standby Practices Publication No. 590 of the International Chamber of Commerce (the "ISP") except to the extent that the terms hereof are inconsistent with the provisions of the ISP, in which case the terms of this Letter of Credit shall govern.



Jim Kruse
President, Bank of Brenham N.A.



Municipal Gas Acquisition and Supply Corporation

February 24, 2023

Mr. Jim Kruse
President
Bank of Brenham N.A.
501 South Austin Street
Brenham, Texas 77833
Facsimile: (979) 836-3334

Subject: Irrevocable Standby Letter of Credit Number: 101
Issuer: Bank of Brenham N.A.
Beneficiary: Municipal Gas Acquisition and Supply Corporation
Applicant: City of Brenham, Texas

Mr. Kruse,

As of the close of business on February 24, 2023, the Beneficiary has received full payment of all prior obligations of the Applicant, and the Beneficiary is releasing the Issuer from its obligations under the Letter of Credit referenced above. As such, the Beneficiary is returning the original Letter of Credit in the amount of \$1,000,000 to the Issuer.

Very truly yours,

Rebecca Elmore
Chief Operating Officer of Administrator of MuniGas

Attachment



Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon a Consulting Agreement Between the City of Brenham and HUB International Related to Benefits Consulting Services Beginning April 1, 2023 Through March 31, 2024 Using Equalis Group Contract Number R10-1125B and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 16, 2023

Department: Human Resources

Staff Contact: Susan Nienstedt

SUMMARY STATEMENT:

Healthcare costs continue to trend upward with significant percentage increases in 2022, and anticipated increases again for 2023. Healthcare affordability is both an employee and employer concern. Reducing costs and promoting consumerism and engagement by offering a diversity of coverage levels is our goal. A unique set of rules and culture apply to public entities regarding employee benefits, and we have found a highly recommended consultant to help us navigate this process. The Finance Committee has reviewed and discussed the proposed agreement with HUB International to assist us in revamping and realigning our employee benefit plans. Please see attached memo for additional details.

ATTACHMENTS:

- (1) Memo from Susan Nienstedt
- (2) HUB International Agreement
- (3) Equalis Master Agreement Contract R10-1125B

RECOMMENDED ACTION:

Approve the Agreement between City of Brenham and HUB International Related to Benefit Consulting Services beginning April 1, 2023 through March 31, 2024, in the amount of \$3,500 monthly or \$42,000 annually and authorize the Mayor to execute any necessary documentation.



MEMORANDUM

To: Mayor and City Council

From: Susan Nienstedt – Director of HR and Risk Management

Subject: Benefits Study

Date: March 16, 2023

The City of Brenham provides a valuable benefit package to our full-time employees. One of these benefits being group medical insurance for the employee and dependents if elected. Our group medical benefits were last evaluated and analyzed in 2019, and at the time it was decided to remain with Texas Municipal League (TML) Health Benefits as our provider. TML has weathered both increases and decreases in the group medical arena and has the leverage of all the pool members to help stabilize costs.

Healthcare costs continue to trend upward with significant percentage increases in 2022, and anticipated increases again for 2023. Healthcare affordability is both an employee and employer concern. Negotiating and competitive bidding are one of the tools large employers can utilize to bring a focus on affordability. Reducing costs and promoting consumerism and engagement by offering a diversity of coverage levels is our goal. A unique set of rules and culture apply to public entities regarding employee benefits, and we have found a highly recommended consultant to help us navigate this process. HUB International serves over 120 public-sector clients, focusing on lowering the City's cost and risk, while at the same time reducing employees' costs without reducing benefits. HUB International will provide the City of Brenham with a strategic plan to consider for implementation for many of our full-time benefits. They will begin their evaluation with the analysis of our group medical insurance for the 2023-2024 plan year, and then review other coverage such as dental, vision, life and long-term disability, Employee Assistance Programs, and other voluntary coverages.

The agenda item presented today for your approval is an Agreement between HUB and the City for professional consulting services in the amount of \$3,500 monthly, or \$42,000 annually. The Finance Committee reviewed and discussed this item last week. HUB will prepare a Request for Proposal (RFP) for benefit plans, including group medical, for the 2023-24 plan year, analyze the data received, and propose the best solution for offering a diverse level of group medical coverage to our employees at an affordable rate. This process will start in April with a potential transition in August if necessary.

As the labor market continues to evolve, employers are rethinking their benefit strategies to recruit and retain a qualified workforce. HUB International has the expertise and knowledge to assist the City of Brenham to maximize quality and manage costs while providing the best benefits plans to our employees, and has been highly recommended by the following cities currently utilizing their services:

City of Belton – using HUB since 2016 – “more than pleased, professional, easy to work with”

City of Seabrook – using HUB – “very pleased with services they provide”

City of LaPorte – using HUB since 2016 – “very satisfied with their services”

Agreement Between
City of Brenham and HUB International
For
Benefits Consulting Services

THIS AGREEMENT, entered into the 1st day of April 1, 2023, by and between **the City of Brenham** {herein called 'The CITY'} and HUB International {herein called 'HUB'} to provide health and welfare consulting services for the Employee Benefits Program of the Company.

WITNESSETH:

WHEREAS, the CITY needs assistance in the evaluation of the employee health and welfare benefits; and

WHEREAS, HUB has the unique expertise and experience necessary to provide the services; and

WHEREAS, the CITY desires to contract with HUB to provide actuarial, health and welfare consulting services for the Employee Benefits program.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

- I. **INDEPENDENT CONTRACTOR RELATIONSHIP** – HUB is an independent contractor and not an employee or servant of the CITY. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. HUB shall at all times remain an independent contractor with respect to the service to be performed under this Agreement. The CITY shall be exempt from payment of unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as HUB is an independent contractor.
- II. **SCOPE OF SERVICES** – HUB shall provide professional services, in compliance with all applicable federal, state, and local laws and regulations relating to the services outlined under **"Exhibit A"**.
- III. **COMPENSATION** – the City of Brenham agrees to pay HUB a fee of \$3,500 per month (\$42,000 annually). HUB will place 100% of its compensation at risk annually based on the City's satisfaction with HUB International services. The City of Brenham may authorize the payment of commissions by the insurance carriers and HUB would offset the proposed fee by amounts collected and provide complete transparency to the City of Brenham. The CITY acknowledges that in addition to the stated consulting fee from time-to-time HUB may also receive contingent compensation, profit sharing payments, bonuses, or other profit volume or incentive-based non-standard commissions from any such insurance carrier or intermediary.
- IV. **TIME OF PERFORMANCE** - The initial term of this Agreement is for (1) year from April 1, 2023,

through March 31, 2024. This agreement may be renewed and extended annually, by mutual consent of both parties for (2) additional (1) year terms for a total of (3) years. Either party may terminate this Agreement at any time upon giving sixty (60) days written notice of its intention to do so. The City of Brenham and HUB agree the payment of compensation under this agreement is subject to the annual budget appropriation of the City of Brenham City Council.

- V. **EMPLOYEES** – HUB employees, if any, who perform services for the CITY under this Agreement shall also be bound by the provisions of this Agreement.
- VI. **ASSIGNMENT** – This Agreement may not be assigned without the prior written consent of the Company.
- VII. **NOTICES** – Communication and details concerning this Agreement shall be directed to the following contract representatives:

City of Brenham
Carolyn Miller
City Manager
200 W. Vulcan St.
Brenham, TX 77833

HUB International
Brent Weegar
Senior Vice President
10000 N. Central Expwy., Suite 1200
Dallas, TX 75231

- VIII. **GENERAL COMPLIANCE** - HUB agrees to comply with all applicable federal, state, and local laws and regulations relating to the services provided under this Agreement.
- IX. **INDEPENDENT CONTRACTOR** - Nothing in this Agreement is intended, to or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. HUB shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of and Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as HUB is an independent contractor.
- X. **HOLD HARMLESS** - HUB shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of HUB's performance or non-performance of the services or subject matter called for in this Agreement.
- XI. **WAIVER OF CONTRACTUAL RIGHT** – The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
- XII. **CONSTRUCTION AND VENUE** - This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. The parties hereto hereby irrevocably consent to the exclusive jurisdiction and venue of the courts of the state of Texas, county of Washington, for the purposes of all legal proceedings arising out of or relating to this Agreement or the actions that

- XIII. ENTIRE AGREEMENT** – This agreement contains the entire agreement of the parties, with respect to the subject matter herein, and there are no other agreements whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.
- XIV. AMENDMENTS** – The CITY or HUB may amend this Agreement, at any time, provided that such amendments make specific reference to the Agreement, and are executed in writing, signed by a duly authorized representative of both organizations and approved by the CITY’s governing body, if necessary.
- XV. SEVERABILITY** - If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XVI. APPLICABLE LAW** – This Agreement shall be governed by the laws of the State of Texas; and venue for any action shall be in Washington County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Brenham

HUB International

Signature

Signature

Milton Y. Tate, Jr.

Brent Weegar

Print

Print

Mayor

Senior Vice President

Title

Title

Date

Date

‘EXHIBIT A’

SCOPE OF SERVICES

ANALYSIS AND REPORTING

1. Analyze existing coverage and identify or develop cost -saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
3. Provide actuarial analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Assist the CITY in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide, maintain, and update comparison reports of other similar sized public and private companies' benefit plan offerings and costs to determine their competitiveness with the CITY's programs.
7. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
8. Be available to provide various types of reports as needed, such as costs analysis for benefit changes, and other statistical, financial, forecasting, trend, labor negotiations or experience reports.
9. Assist in preparing overall employee insurance fund budget and projections.
10. Prepare and present reports on trends, new products and audits, as requested.
11. Regularly monitor and evaluate performance measures and guarantees of providers.
12. Provide monthly claim updates and perform quarterly reviews of such.
13. Maintain full and accurate records with respect to all matters and services provided on behalf of the CITY's benefit plans and programs. Provide CITY staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the CITY's benefit plans and programs.
14. Assist with data collection, informational requests for GASB 45 valuations and provide strategic recommendations to mitigate liability.
15. Provide impact analysis, plan options, and strategic recommendations with regard to PPACA.

B. LIAISON AND PROBLEM INTERVENTION

1. Act as liaison between the CITY and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution.
3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
4. Attendance as needed at meetings with CITY staff, employees and/or retirees to facilitate and assist in the management of the CITY's employee benefit plans.

5. Act as an advocate in appeal, arbitration or court process between the CITY and the providers on unresolved issues if needed; provide advice when needed to enforce employee, retiree or their dependents' rights.
6. Assist the CITY in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

C. COMPLIANCE

1. Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.
2. Provide on-site training to the CITY staff, as needed, regarding regulatory updates, and/or Best Practice seminars for the effective administration of benefit plans.
3. Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefit programs.
4. Assist the CITY staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
5. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.
7. Assist with single non-profit trust for premium tax purposes (as applicable).

D. ANNUAL RENEWAL PROCESS AND EVALUATION

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
2. Bid the CITY health insurance program and employee and retiree benefits on an "as needed" basis. Review proposals and prepare an analysis of each with recommendations.
3. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
4. Recommend appropriate plans to ensure that quality and cost-effective benefits are provided by the plans.
5. Provide annual estimates of renewal rates and cost trends and assist the CITY staff in preparation of budget figures.
6. Conduct thorough and applicable market research in preparation for contract renewals.
7. Assist in negotiating pricing with administration vendors and insurance carriers on renewals and service modification requests.
8. Represent the CITY in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, insurance booklets, premium and copay rates, and quality assurance standards.
9. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.

10. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
11. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the CITY.
12. Provide communication development and support for the annual enrollment period, new benefit offerings and/or changes to the existing benefit offerings.
13. Attend, assist with, and coordinate the annual Benefits Fair and Open Enrollment meetings.

E. OTHER SERVICE REQUIREMENTS

1. Assist in the development of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term.
3. Recommend and help develop enhancements and improvements for communications specific to the needs of the CITY's employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, handbooks, and employee orientation, to include required compliance notices.
4. Provide timely research and responses to technical questions posed by CITY staff.
5. Provide regular and timely communications needed for the effective administrative of benefit plans.
6. Provide guidance and recommendations on items such as, but not limited to, trends in benefit plans, methods for improving costs containment, financial arrangements and administration.
8. Provide access to published benefit - related survey information.
9. Develop additional benefits communications specific to the needs of the CITY's employees and retirees.
10. Attend and assist with meetings with the Board, staff and employees.
11. Recommend particular broker-sponsored seminars, benefit events and educational forums that would be beneficial to the CITY.
12. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.
13. Work collaboratively with other consultants and CITY staff.
14. Manage plan transitions as necessary between insurance providers.
15. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.
16. Prepare and administer employee benefit survey as needed.



HUB & Equalis Group Publicly Procured Master Agreement Contract #R10-1125B

Region 10 Education Service Center (**Region 10**), an Equalis Group Lead Agency, issued RFP #R10-1125 for Employee Benefits Consulting for Texas on 08/20/2021 and subsequently entered into Contract #R10-1125B with HUB as the lowest responsive and responsible bidder.

Contract Information

Initial Term Through: 12/31/2024

Renewable Through: 12/31/2026

Additional information regarding the procurement process and contract award can be found on the [Hub Page](#) at the Equalis Group website, including the HUB products and services available through the Master Agreement, RFP and scoring documents, the Master Agreement between Region 10 and HUB, and pricing/discount model.

Entities Eligible to Purchase from HUB through the Master Agreement

This contract vehicle is immediately available to existing Equalis Group Members.

Not a Member yet? Any public sector entity in the country can join Equalis Group and begin utilizing any Equalis Group competitively solicited master agreement by completing the [membership registration form](#). New Members receive a fully executed copy of their completed membership form via email immediately and will receive their Equalis Group membership number within one-to-two days. There are no dues, fees, or obligations and completing the form takes less than five minutes.

Help with Membership, Procurement Questions & Navigating Our Contract Portfolio

Equalis Group's dedicated Member Engagement Team exists to support our Members. The team is readily accessible and is prepared to answer questions about membership, public sector purchasing compliance, Equalis Group's procurement and contracting processes, and our portfolio of more than 100 already-procured contract vehicles. Current and prospective Members can find their Member Engagement Team point person and direct contact information [here](#).

View all Equalis Group contracts and download a sortable Excel file with key information about each contract in our ever-expanding portfolio [here](#).

About Equalis

Equalis Group is a Public Sector purchasing cooperative. We deliver compliant, publicly procured cooperative agreements that Public Sector entities across the country can utilize to: *i*) quickly acquire the products and services they need; *ii*) receive better pricing through the collective buying power of Equalis Group Members; and, *iii*) save time through Equalis Group's legal and compliant alternative to conducting their own resource-consuming solicitation process.

Equalis Group partners with two primary Lead Agencies, Region 10 Education Service Center (**Region 10**) in Texas and The Cooperative Council of Governments (**CCOG**) in Ohio, to conduct rigorous and transparent competitive public sector procurement processes for critical products and services. Winning suppliers, distributors, and manufacturers are selected based on both qualitative criteria and pricing. We then establish compliant already-procured Master Agreements with the winning vendors.



Regular City Council
AGENDA ITEM 13.

Agenda Item: Discuss and Possibly Act Upon Change Order No. 2 to the Service Agreement Between the City of Brenham and Bassco Services, Inc. Related to the Design, Construction and Installation of the Fuel Farm at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 16, 2023

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

On January 24, 2022 Council authorized staff to proceed with the purchase, delivery and installation of the former Marathon Oil fuel farm and associated equipment (pumping, filtration, motors, etc.) from Alberth Aviation. The fuel farm includes two 12,000-gallon fuel tanks formerly used for the storage and refueling of Jet A. The fuel farm and associated equipment was purchased and relocated to the Brenham Municipal Airport on March 15, 2022. The Brenham Municipal Airport needs are different than Marathon Oil and as such a rebuild of the fuel farm was needed. On May 19, 2022 the Brenham City Council unanimously approved a Professional Services Agreement with BASSCO Services, Inc for the rebuild of the Brenham Fuel Farm. The initial contract amount with BASSCO was for \$232,012.38 and included three phases of the project, design, construction and installation. Additionally, on September 29, 2022 Council approved Change Order #1 in the amount of \$43,070 for the additional required materials to achieve the desired performance of the fuel farm as well as three canopies needed over the point of sale system, Av Gas pump and Jet A pump. Installation of the rebuild began on-site November 2022 and was completed March 2023. Once a fuel arrangement is approved by Council for the Brenham fuel farm BASSCO will return to the Airport for start-up and training.

During the initial discussions with BASSCO a QTPOD (point of sale system) was not included in the Scope of Services for the project. The intent was that the aviation fuel provider would include in their proposal a payment program or credit for the point-of-sale system. At this time a aviation fuel contract has not been awarded and as such BASSCO has provided a change order for the purchased and installed QTPOD M4000 needed to process transactions at the Brenham fuel farm. Change order #2 in the amount of \$20,051.24 includes the QTPOD M4000 and a reimbursement for equipment rental of a Skytrak used to position the pair of 12,000 gallon fuel tanks within the containment area.

Thus far, of the Professional Services Agreement the amount of \$275,082.38 has been paid to BASSCO for completion of the project. This includes the original agreement value and change order #1. Change order #2, once approved, will be paid through the 2022 certificates of obligation. Staff recommends approval of this change order.

ATTACHMENTS:

(1) BASSCO Change Order #2

RECOMMENDED ACTION:

Approve Change Order No. 2 to the Service Agreement between the City of Brenham and Bassco Services, Inc. in the amount of \$20,051.24 related to the design, construction, and installation of the fuel farm at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.

BASSCO SERVICES AMENDED CHANGE ORDER

TO: The City of Brenham

DATE: 2/22/2023

CHANGE ORDER #2

PROJECT: The City of Brenham (P.O. #22-13572)

This Change Order amends the provisions of the original Bid Agreement to _The Fuel_Farm Upgrade _
for the installation of the items described below.

Contractor is hereby authorized to make the following change(s) in Contractors Scope of Work.

Bassco rented (QTY=1) SKYTRAK (Construction rated forklift)

- SKYTRAK was occupied for one week - \$2,451.24

Bassco Supplied (QTY=1) QTPOD M4000 w/ (QTY=1) Cell Modem – \$17,600.00

TOTAL ADD \$20,051.24

As a result of the change(s)described above, the Contractor's Price is modified as follows:

Original Bid Agreement Price	\$232,012.38
Net change by Previous Change Orders	\$43,070.00
Original Bid Agreement Price Prior to this Change Order	\$275,082.38
Modification by this Change Order	\$20,051.24
New Bid Agreement Price including Change Orders	\$295,133.62

As a result of the change(s) noted above, the time permitted for the performance of Contractor's Work
is hereby (check one) ☐ Not Modified ☐ Modified as follow:

Except as set forth above, all terms and provisions of the Bid Agreement and all prior Change Orders
remain in full force and effect.

By _____
(Owner Representative)

By _____
Bassco Services Representative

Date _____

Date _____



Regular City Council
AGENDA ITEM 15.

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

Meeting Type: Regular Meeting-March 16, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.



Regular City Council
AGENDA ITEM 16.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters

Meeting Type: Regular Meeting-March 16, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.



Regular City Council
AGENDA ITEM 17.

Agenda Item: Section 551.087 - Texas Government Code - Economic Development Negotiations - Deliberation Regarding Incentives for Economic Development Purposes and the Possible Offer of a Financial or Other Incentive to Project Katydid, a Business Seeking to Locate, Stay, or Expand in the City of Brenham, Texas

Meeting Type: Regular Meeting-March 16, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

As discussed in Executive Session.



Regular City Council
AGENDA ITEM 18.

Agenda Item: Discuss and Possibly Act Upon Incentives for Economic Development Purposes and the Possible Offer of a Financial or Other Incentive to Project Katydid, a Business Seeking to Locate, Stay, or Expand in the City of Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 16, 2023

Department: Economic Development

Staff Contact: Susan Cates

SUMMARY STATEMENT:

As discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No recommended action.