



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MARCH 5, 2020 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN ST.
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Tate**
- 3. Swearing-In Ceremony for Police Chief Ron Parker**
- 4. Special Recognition**
 - **2020 Texas Public Pool Council Awards**
 - **2019 Economic Excellence Award**
- 5. Citizens Comments**

CONSENT AGENDA

6. 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.

- 6-a. Minutes from the February 6, 2020 Regular City Council Meeting and February 13, 2020 City Council Workshop Meeting**
- 6-b. Approve a One Year Contract Extension, in Accordance with Bid No. 18-007, for Mowing and Cleanup Services for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-c. Purchase of a Toro Reelmaster Mower for the City of Brenham Parks Department from Professional Turf Products, Through Buyboard Contract No. 529-17, in the Amount of \$62,647.83 and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-d. Approval of an Addendum and Modification to the Contract Between the City of Brenham and Vortex USA, Inc. Related to the Splashpad at Henderson Park and Authorize the Mayor to Execute Any Necessary Documentation**

- 6-e. Approve Change Order No. 1, Change Order No. 2 and Final Payment to Lindsey Construction, Inc. in the Amount of \$585,914.65 for Bid No. E2017-01 Related to the Higgins Branch Creek Channel Restoration and Authorize the Mayor to Execute Any Necessary Documentation
- 6-f. Purchase of a Schwarze Street Sweeper for the City of Brenham Street Department from Heil of Texas, Through HGACBuy Contract No. SW-04-18A, in the Amount of \$234,611.00 and Authorize the Mayor to Execute Any Necessary Documentation
- 6-g. Approve an Equipment Financing Proposal with Bank of Brenham and Authorize the Mayor to Execute Any Necessary Documentation
- 6-h. Approve Change Order No. 3 and Final Payment in the Amount of \$84,376.90 to Barclays Premier Utility Services, LLC for Project No. 64C-50C Related to the FY19 Water Main Replacement Project and Authorize the Mayor to Execute Any Necessary Documentation
- 6-i. Approve Change Order No. 2 in the Amount of \$20,225.00 to Gulf States Protective Coatings for Bid No. 3900.0420/050 Related to the 2016 Water Treatment Plant Protective Coatings Project and Authorize the Mayor to Execute Any Necessary Documentation
- 6-j. Approve Ground Space Lease Agreements with Gary Snoe for Hangar Spaces at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation Pages 1-73

REGULAR SESSION

- 7. Discuss and Possibly Act Upon Resolution No. R-20-009 Approving an Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services Between the City of Brenham and Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling, and Approving 1) Exhibit “A” General Terms and Conditions; 2) Exhibit “B” Commercial Waste Collection and Recycling Services; and 3) Exhibit “C” Residential Waste Collection and Recycling Services to said Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services Pages 74-77
- 8. Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing a Variance to Minimum Setback requirements as Outlined in Chapter 14, Mobile Homes, Manufactured Homes and Manufactured Home Parks, of the City of Brenham Code of Ordinances Pages 78-91
- 9. 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.
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EXECUTIVE SESSION

10. **Section 551.071 – Texas Government Code – Consultation with Attorney – Consultation with City Attorney Regarding EEOC Charge No. 460-2020-00543**
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11. **Section 551.071 – Texas Government Code – Consultation with City Attorney and Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Consultation with City Attorney and Discussion Regarding the Barnhill Center at the Historic Simon Theater**
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RE-OPEN REGULAR AGENDA

12. **Discuss and Possibly Act Upon the Development, Operation and Possible Acquisition of the Barnhill Center at the Historic Simon Theater and Authorize the Mayor to Execute Any Necessary Documentation**
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Adjourn

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

CERTIFICATION

I certify that a copy of the March 5, 2020 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on March 2, 2020 at **12:40 PM**.

Kacey A. Weiss, TRMC

Deputy City Secretary I

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ day of _____, 2020 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on February 6, 2020 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Adonna Saunders
Councilmember Albert Wright
Councilmember Clint Kolby

Members absent:

Councilmember Keith Herring

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary – Director of Administrative Services Jeana Bellinger, Deputy City Secretary I Kacey Weiss, Deputy City Secretary II Karen Stack, Assistant City Manager – Chief Financial Officer Carolyn Miller, Human Resources Director Susan Nienstedt, Melinda Gordon, Tammy Jaster, Fire Chief Ricky Boeker, Interim Police Chief Rusty Pancoast, Dant Lange, Allison Harper, Lloyd Powell, Public Works Director Dane Rau, Assistant City Manager of Public Services and Utilities Donald Reese, Kim Hodde, Shauna Laauwe, Economic Development Director Susan Cates, Alyson Tofel, Curtis Schoen, Pam Ruemke, Jared Campbell, Seth Klehm, Kevin Boggus, Jose Perez, Terrence Johnson, Kelvin Raven, Steven Eilert, Andrew Adams, Kejan Mehlhorn-Hock, Mark Pierce, Craig Reagan and Leah Rogers

Citizens present:

Ken Miller, Paul Leventis, Ben Menjares, Joel Pollack, Ray Daugbjerg, Rick Flammer, Perry Thomas, Vince Michel, Brandon Roznovsky, Randy Thumann, Steven Taylor, Birdie Sommerfeld, Long Le, Matthew Newton, Charlie Pyle, LJ Lacina, Jr., Greg Rolling, Trenton Rolling, Mike Brannon, Blake Brannon, Sharon Pfeffer Cowart, Peggy Bland, Michael Fosel, Payne Schuelke, Eric Berg, Catherine Kenjura and Heather Woolwine

Media Present:

Alyssa Faykus, Brenham Banner Press; and Josh Blaschke, KWHI

1. **Call Meeting to Order**
2. **Invocation and Pledges to the US and Texas Flags – Councilmember Kolby**
3. **Special Presentation**
 - **Life Saving Award Presented to Brenham Police Department Officer Andrew Adams**
4. **Swearing-In Ceremony of Presiding Municipal Court Judge John Winkelmann**
5. **Service Recognitions**
 - **Steven Eilert, Police** **10 Years**
 - **Craig Reagan, Animal Control** **15 Years**

6. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

7. **Statutory Consent Agenda**

7-a. **Minutes from the December 19, 2019 Regular City Council Meeting**

7-b. **Ordinance No. O-20-003 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District from a Combination of Residential District (R-1) and Commercial, Research and Technology District (B-2) to a Planned Development District (PDD) on Approximately 76.9 Acres of Land Located East of the Intersection of State Highway 36 and W. Blue Bell Road (aka FM 577), Being Further Described as a Portion of Tract 35 of the Phillip Coe Survey, A-31, and a Portion of Tract 219 and Tract 278 of the A. Harrington Survey, A-55, in Brenham, Washington County, Texas (Case Number P-19-046)**

Mayor Tate advised that Consent Agenda Item 7-b will need to be postponed until the February 20, 2020 meeting.

A motion was made by Councilmember Kolby and seconded by Mayor Pro Tem Ebel to approve the Statutory Consent Agenda Item 7-a. as presented.

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

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

WORK SESSION

8. Discuss and Review the FY2018-19 Fourth Quarter Financial Report

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller advised the status of the General Fund and the five major Utility Funds. Miller reported that all funds except for the Wastewater Fund experienced favorable performance for the fiscal year ending September 30, 2019. Miller stated that the Wastewater Fund was unfavorable due to the timing of reimbursements from FEMA.

9. Discussion and Presentation on an Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services Between the City of Brenham and Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling (RFP No. 19-003)

Public Works Director Dane Rau presented this item. Rau explained that on October 4, 2019 request for proposals were opened regarding Solid Waste Services for Residential Collection, Commercial Sanitation, Recycling Services, and Collection Operations for City of Brenham residents and businesses. Rau stated that after evaluating the proposals, it was evident that the Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling (BVR) submitted the best value to the City overall. Rau noted that these evaluations were discussed with the Utilities Subcommittee of Council and on January 16, 2020 the full City Council authorized city staff to continue working with BIG to finalize a solid waste services contract.

Rau advised that staff members have been diligently working with BIG over the last 4-5 weeks to prepare a final contract document that would be the basis of the initial five-year contract. Rau noted that as of right now, the contract document would consist of the following sections:

- General Terms and Conditions
- Residential Waste Collection and Recycling Services
- Commercial Waste Collection and Recycling Services
- Collection and Transfer Station Services

Rau explained that the purpose of this work session was to update the Council on the status of the contract and those items that are still being negotiated with BVR. Rau advised that staff would present the final contract document for approval by the City Council at the February 20, 2020 meeting. Rau stated that as of right now, it is the intention of staff that BVR begin a stair-step process of taking over solid waste services for the City with commercial services being first and residential, recycling and collection/transfer station operations to follow. Rau noted that the full transition will be completed by June 2020.

City Manager James Fisher stated that there would be a Council workshop meeting on Thursday, February 13th at 10:30 a.m. to discuss the contract. Fisher noted that the final contract for commercial sanitation would be presented at the Council meeting on February 20th and the final contracts for residential collection and recycling services would be presented at the Council meeting on March 5th.

REGULAR SESSION

10. Discuss and Possibly Act Upon the Payoff to JPMorgan Chase Bank for the Diamond Z Tub Grinder in the amount of \$466,879.48

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller explained that in March 2017, Council approved a 7-year equipment lease with JPMorgan Chase for eleven items, one of which is the Diamond Z Tub Grinder. Miller stated that with the recent decision to allow City staff to engage in contract negotiations with the Brannon Industrial Group (BVR) for the provision of municipal solid waste collection, transfer, removal, disposal and recycling services, this piece of equipment is listed for acquisition in their response to RFP No. 19-003. Miller advised that Council must approve the early payoff of the capital lease financing, so that the lender will release the lien on the equipment.

A motion was made by Councilmember Cantey and seconded by Councilmember Saunders to approve the payoff to J.P. Morgan Chase Bank for the Diamond Z Tub Grinder in the amount of \$466,879.48.

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

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

11. Discuss and Possibly Act Upon a Memorandum of Understanding Between the City of Brenham and the Texas State Library and Archives Commission for Acceptance of the FY2020 Library Technology Academy Grant for Travel Expenses and Academy Program Implementation at the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller explained that the Texas State Library and Archives Commission (TSLAC) has awarded the Nancy Carol Roberts Memorial Library a grant to attend the Library Technology Academy. Miller stated that this project-based training grant would use both online and in-person learning experiences to enable library staff more time, guidance, and individualized attention to support technology planning and management.

Miller advised that following the training, TSLAC and Library Technology Academy would provide funding support up to \$11,000 to participating libraries to buy supplies necessary to launch a library technology project location at their facility and for travel and lodging to in-person training. Miller noted that this is a reimbursement grant and all purchases are to be held and owned by the NCRML.

A motion was made by Councilmember Wright and seconded by Councilmember Kolby to approve a Memorandum of Understanding between the City of Brenham and the Texas State Library and Archives Commission for acceptance of the FY2020 Library Technology Academy Grant for travel expenses and academy program implementation at the Nancy Carol Roberts Memorial Library and authorize the Mayor to execute any necessary documentation.

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

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

12. Discuss and Possibly Act Upon Resolution No. R-20-004 Repealing Resolution No. R-16-009 Related to the Adoption of a Commercial Tax Phase-In Agreement with Valmont Coatings, Inc., and Approving the Mutual Cancellation of Said Agreement

Economic Development Director Susan Cates presented this item. Cates explained that Valmont Coatings acquired United Galvanizing in 2019 and as part of this business decision, decommissioned the galvanizing kettle in Brenham, relocated it to Pennsylvania, and moved all regional coatings operations to Houston. Cates noted that therefore, they are in default of the terms of the 2016 Tax Phase-In Agreement.

A motion was made by Councilmember Kolby and seconded by Councilmember Cantey to approve Resolution No. R-20-004 repealing Resolution No. R-16-009 related to the adoption of a Commercial Tax Phase-In Agreement with Valmont Coatings, Inc., and approving the mutual cancellation of said Agreement.

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

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

13. Discuss and Possibly Act Upon Resolution No. R-20-005 Providing for Support for Brazos Trace Brenham, LLC's Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 2020 Competitive 9% Housing Tax Credits for the Fairview Terrace Development in Brenham, Washington County, Texas

Economic Development Director Susan Cates presented this item and introduced Rick Flammer, a Brenham Housing Authority Board member. Cates explained that half of Brenham Housing Authority's 80 aging duplex units at Blue Bell Road and Gay Hill Street were vacated when residents were relocated to Park Lane Villas in 2018. Cates noted that the 40 vacated units are in demolition at this time. Cates advised that the project referenced in this Resolution would replace the remaining 40 units and relocate the residents to updated units constructed by Brazos Trace Brenham LLC, who was awarded the project in response to a Brenham Housing Authority issued Request For Proposal. Cates stated that following demolition of the remaining 40 units, Brazos Trace plans to redevelop the portion of the tract not utilized for the tax credit complex with commercial property along the Blue Bell Road frontage and market-rate residential along Gay Hill Street.

Flammer addressed Council regarding the project. Flammer stated that this is an approximately \$12 million project that would be replacing 80 units. Flammer introduced Paul Leventis with Brazos Trace Development. Leventis advised that the estimated completion for the project is the end of 2021 or the first quarter in 2022.

A motion was made by Councilmember Cantey and seconded by Councilmember Wright to approve Resolution No. R-20-005 providing for support for Brazos Trace Brenham, LLC's submission of an application to the Texas Department of Housing and Community Affairs requesting 2020 Competitive 9% Housing Tax Credits for the Fairview Terrace Development in Brenham, Washington County, Texas. (Note: The City Council subsequently rescinded its approval of Resolution No. R-20-005 – please see Item 14 herein below).

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

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

14. Discuss and Possibly Act Upon Resolution No. R-20-006 Confirming that Fairview Terrace LP, Brazos Trace Brenham, LLC, and the Brenham Housing Authority's Development, Fairview Terrace, Located at 700 Eleanor Drive Contributes to Concerted Revitalization Efforts within the City Limits of the City Brenham, Texas

Economic Development Director Susan Cates presented this item. Cates explained that this item is related to the previous on the agenda. Cates stated that the Texas Department of Housing and Community Affairs uses a scoring system to rank projects submitted from across the state. Cates advised that this Resolution states that this project contributes more to the City's revitalization efforts than any other project submitted for this current round of 9% housing tax credit awards. Cates noted that this statement earns the project additional points in the scoring process. Cates explained that as this is the only project competing for these tax credits in Brenham that replaces deteriorated housing to provide Brenham Housing Authority subsidized housing residents improved living conditions, this is an appropriate statement.

Joel Pollack, PMCA Partners, the tax consultant for Brenham Housing Authority and Brazos Trace advised the Council that additional wording related to the tax credit would need to be added to the Resolution. City Manager James Fisher advised that if additional wording was required that the item would have to be postponed until the next City Council meeting on February 20th in order to give the City Attorney an opportunity to review the wording. Pollack advised that he would send the requested wording to the City Attorney for review so that the Resolution could be finalized for next meeting. Fisher requested that the Council not take action on Items 14 and 15 until the new wording could be incorporated into the Resolutions and that the previous Council action on Item 13 be rescinded since that Resolution wording would also need to be amended. The City Attorney agreed and no further action was taken by the City Council on this item.

A motion was made by Councilmember Cantey and seconded by Councilmember Wright to rescind the City Council's action to approve Resolution No. R-20-005 providing for support for Brazos Trace Brenham, LLC's submission of an application to the Texas Department of Housing and Community Affairs requesting 2020 Competitive 9% Housing Tax Credits for the Fairview Terrace Development in Brenham, Washington County, Texas (previous Item 13).

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

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

15. **Discuss and Possibly Act Upon Resolution No. R-20-007 Providing for Support for Trinity Brenham Trails, LP's Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 2020 Housing Tax Credits for the Brenham Trails Development in Brenham, Washington County, Texas**

No action was taken on this item.

16. **Discuss and Possibly Act Upon Resolution No. R-20-008 Authorizing the Submission of a Grant Application Through the Criminal Justice Division of the Office of the Governor for the Rifle-Resistant Body Armor Grant Program**

Interim Police Chief Rusty Pancoast presented this item. Pancoast explained that grant funding would allow the department to purchase rifle resistant body armor for police personnel who are part of the Emergency Response Team, as well as two additional patrol officers.

A motion was made by Councilmember Cantey and seconded by Councilmember Kolby to approve Resolution No. R-20-008 authorizing the submission of a grant application through the Criminal Justice Division of the Office of the Governor for the Rifle-Resistant Body Armor Grant Program.

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

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

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

City Secretary Jeana Bellinger presented this item. Bellinger explained that according to the City of Brenham's Policies and Procedures for Boards and Commissions, a Subcommittee of City Council is to review applications for appointment to boards and commissions and make recommendations to the full Council. The sub-committee's recommendation to the Council is as follows:

Airport Advisory Board:

Michele Bright
Edwin Owens
Lynwood Kindt

Animal Advisory Board:

Robert Davis
Phyllis McMahon
Sally Blackie-Sengel

Board of Adjustments:

Arlen Thielemann
Thomas Painter
MaLisa Hampton (Alternate Member A-4)
Danny Goss

Brenham Community Development Corporation:

Atwood Kenjura
Darrell Blum
Charles Moser
Ken Miller

Brenham Housing Authority:

John Harris
Wanda Cooley
Ray Daugbjerg
Ken Miller
George Dillingham

Brenham-Washington County Hotel Occupancy Tax Board:

Senecca McAdams
Susan Cantey
Al Patel
Sharon Brass

Building Standards Commission:

Lloyd Pieper
Paul Pomeroy

Library Advisory Board:

Fredericka DeBerry
Jody Tyson (Fortnightly Club Appointee)
Renee Mueller (Fortnightly Club Appointee)

Main Street Board:

Margie Young
Jon Hill
Shannan Canales

Parks and Recreation Advisory Board:

Ginger Bosse
Delbert Boeker
Andrea Fischer

Planning and Zoning Commission:

Keith Behrens
Deanna Alfred
Catharyne Neil

A motion was made by Councilmember Cantey and seconded by Councilmember Saunders to approve the recommendations for appointments and/or re-appointments to various City boards and committees.

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

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

18. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- There will be a Council Workshop on February 13th from 10:30 a.m. to 1:30 p.m. to discuss the sanitation contract
- There will be a Special Council meeting on February 21st at 10:00 a.m. with the Gateway Program 3rd grade students from Alton Elementary

- Airport project to repair the bump in the runway will have a pre-bid meeting February 19th, bid opening is March 11th, be presented to Council in April and construction will begin in May or June
- There will be a Meet and Greet on February 27th from 4:00 p.m. to 6:00 p.m. at the Blue Bell Parlor for Assistant City Manager of Public Services and Utilities Donald Reese and Police Chief Ron Parker
- There will be a Black History Breakfast on February 8th at 8:30 a.m. at the Blinn College Student Center
- Texas Department of Transportation (TxDOT) officials will be having a joint meeting with Council members and County Commissioners in April to discuss the Highway 290 cloverleaf project

Council adjourned into Executive Session at 2:12 p.m.

EXECUTIVE SESSION

- 19. Section 551.071 – Texas Government Code – Consultation with City Attorney and Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Consultation with City Attorney and Discussion Regarding the Barnhill Center at the Historic Simon Theater**

Executive Session adjourned at 2:54 p.m.

RE-OPEN REGULAR AGENDA

- 20. Discuss and Possibly Act Upon the Development, Operation and Possible Acquisition of the Barnhill Center at the Historic Simon Theater and Authorize the Mayor to Execute Any Necessary Documentation**

City Manager James Fisher presented this item and introduced Hal Moorman and explained that Moorman represents the Brenham Main Street Historical Preservation, Inc., the non-profit organization that has coordinated and overseen the fundraising for the renovation to the Simon Theater.

Moorman explained that the non-profit group started the Simon project in 2003 and since that time has raised over \$7.5 million in donations and received \$2 million in tax credits. Moorman stated that in order to receive the \$2 million in tax credits the non-profit had to commit to finishing the building which required borrowing money. Moorman advised the Council that the outstanding principal on the note as of now is \$631,645.48 and that a principal and interest payment of approximately \$100,000 is due on March 30th. Moorman stated that the non-profit has been trying to raise funds for the payment but has not been successful in raising the entire amount due on March 30th.

Moorman stated that the Board currently has a Memorandum of Understanding with the City for the operation of the Simon; however, the Board would like the City to transition now to full operation and over sight of the facility and that after the tax credit requirements are completed, the City would own the facility outright. Moorman explained that if the City agreed to take on the Simon now, the Board would give the City full control.

Mayor Tate advised that the City Council would like to have some more time to consider his request and that it would be put on the February 20th Council agenda for further discussion and consideration by the Council.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A workshop meeting of the Brenham City Council was held on February 13, 2020 beginning at 10:30 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary – Director of Administrative Services Jeana Bellinger, Assistant City Manager – Chief Financial Officer Carolyn Miller, Human Resources, Melinda Gordon, Chief Ricky Boeker, Interim Police Chief Rusty Pancoast, Public Works Director Dane Rau, Assistant City Manager of Public Services and Utilities Donald Reese, Budget Manager Debbie Gaffey, and Kaci Konieczny

Citizens present:

Perry Thomas, Paul Smith, Brenda McMickle, Blake Brannon, Heather Woolwine, Brandon Roznovsky and Mike Brannon

Media Present:

Josh Blaschke, KWHI

1. Call Meeting to Order

2. **Discussion and Presentation on an Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services Between the City of Brenham and Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling (RFP No. 19-003)**

City Manager James Fisher presented this item. Fisher explained that this meeting is a workshop to allow staff an opportunity to update the City Council on the progress and status of the agreement with Brannon Industrial Group (BVR Waste and Recycling) to outsource sanitation services within the City of Brenham. Fisher advised that staff and the City Attorney are still working on the final contract documents, so the information presented at this workshop is still preliminary as no contract terms have been finalized between the City and BVR as of yet.

Public Works Director Dane Rau presented the following information to the City Council:

- **First and Next Steps in the Process**
 - o February 13, 2020 – Workshop with Council to discuss sanitation contract with BVR
 - o March 2020 – Approval of commercial sanitation contract
 - o April 2020 – Approval of residential sanitation contract
 - o May 2020 – Approval of transfer/collection station contract
- **Commercial Sanitation and Recycling Services**
 - o Currently being provided by Frontier Waste Solutions with front-end load dumpsters and carts
 - o City has provided Frontier with 90-day notice of termination
 - o Frontier and BVR are already working on a transition plan
 - o BVR is negotiating with Frontier to take over commercial services in March 2020
 - o Recycling services are currently not provided by Frontier; however, BVR will provide 8-yard dumpsters for weekly, 1X pick-up, of commercial recyclable materials. The proposed rate for commercial recycling is \$40.00 per month.
 - o BVR will continue to provide recycling trailers at local schools.
 - o City will continue to bill commercial customers for sanitation and recycling services
 - o Commercial sanitation rates currently being proposed by BVR are as follows:

Size/Pick-up Frequency	Current Rate (Frontier)	Proposed Rate (BVR)
2-Yard/1X per week	\$ 65.43	\$ 70.01
4-Yard/1X per week	\$ 82.05	\$ 87.79
6-Yard/1X per week	Not Available	\$ 96.30
8-Yard/1X per week	\$ 106.97	\$ 114.46
Cart/1X per week	\$ 18.69	\$20.00

- **Residential Sanitation and Recycling Services**

- o Changing from bag service to 96-gallon carts for curb-side solid waste collection; 1 time per week
- o Adding curb-side recycling service utilizing 96-gallon carts
- o City will continue to bill residential customers for sanitation and recycling services
- o Residential solid waste and recycling costs currently being proposed by BVR are as follows:

Service Description	Current Rate (COB)	Proposed Rate (BVR)
Residential Sanitation	\$ 13.75	\$ 10.50
Residential Sanitation – Senior Citizen	\$ 11.00	\$ 10.00
Residential Recycling	Not Available	\$ 3.50
Residential Recycling – Senior Citizen	Not Available	\$ 3.00
Outside City Limits	\$ 20.13	\$ 20.13
Brush Pick-Up	No Charge	\$15.00 per call

- **Collection/Transfer Station Services**

- o BVR will lease the facility from the City. The lease terms are still being negotiated
- o BVR will purchase some of the City's fleet vehicles and equipment
- o BVR will assume full responsibility for all non-fleet equipment and fixtures currently located at the facility. Any maintenance, repair and/or replacement will be the full responsibility of BVR
- o BVR will maintain the same operating hours at the facility (Monday thru Friday 8AM to 5PM and Saturday 8AM to 4PM)
- o BVR will be responsible for all utility bills and property taxes for the facility
- o BVR will customers for services at the facility
- o BVR will provide for a recycling drop-off station at the facility for Washington County residents (non-city) and local businesses. There will be fee for this service.
- o The fee schedule currently being proposed by BVR for services at the Collection/Transfer Station are as follows:

Service	Current Rate (COB)	Proposed Rate (BVR)
Trash Bags	\$ 2.00	\$ 2.00
Residential Brush – Per Ton	\$ 22.50	\$ 22.50
Commercial Brush – Per Ton	\$ 22.50	\$ 32.50
Brush – City of Brenham Dept	\$ 22.50	\$ 22.50
Tires – 16' or greater	\$ 7.50	\$ 7.00
Rake Off Debris	\$ 15.00	\$ 15.00
Compactable Waste – Per Ton	\$ 45.50	\$ 48.00
Non-Compactable Waste – Per Ton	\$ 90.00	\$ 90.00

- **Other Miscellaneous Items of Interest**

- o BVR will pay the City a billing fee and an exclusive franchise fee
- o BVR will continue to host the City and County Spring Clean-Up events
- o BVR will provide sanitation services on more days throughout the year as they only recognize three holidays (New Year's Day, Thanksgiving Day and Christmas Day)
- o BVR will provide sanitation and recycling services to all City facilities free of charge

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



To: Mayor & City Council

From: Jeana Bellinger, City Secretary

Subject: Consent Agenda Item
Bid No. 18-007, Mowing and Clean-up Services

Date: March 5, 2020

In March 2018 the City Council awarded Bid No. 18-007 to Gene Services for mowing and clean-up services for various city departments. The bid was awarded for a one-year term with the option for two, one-year, extensions.

Staff is very pleased with the work provided by Gene Services and they have agreed to keep the pricing the same as provided in the bid in 2018; therefore, staff is recommending the Council extend the contract for the final one-year, as allowed in the bid.

Attachments:

- ☐ *Bid Information Sheet*
- ☐ *Bid Recap Sheet*



Bid Information Sheet

February 27, 2018

IFB #18-007

For: Mowing, Grounds Maintenance & Cleanup Services

Purchase not to exceed budgeted funds.

Number of completed bids returned to Purchasing: 4

MOWING, GROUNDS MAINTENANCE & CLEANUP SERVICES-IFB #18-007									
BID RECAP									
	APPROX. # OF MOWINGS	PLM TEXAS		COLTON RHODES		PREMIERSCAPE SERVICES LLC		GENE'S SERVICES	
		UNIT PRICE PER OCCURRENCE	TOTAL COST	UNIT PRICE PER OCCURRENCE	TOTAL COST	UNIT PRICE PER OCCURRENCE	TOTAL COST	UNIT PRICE PER OCCURRENCE	TOTAL COST
PARKS DEPARTMENT									
1. Becker Dr. & Stonehollow-Median	32	15.00	480.00	35.00	1,120.00	27.75	888.00	10.00	320.00
2. 1800 Blk of Longwood Dr.-Median	32	15.00	480.00	30.00	960.00	4.75	152.00	10.00	320.00
3. 1800 Longwood Dr.-Police Bldg. Yard	32	85.00	2,720.00	250.00	8,000.00	168.90	5,404.80	62.50	2,000.00
4. Hwy 290 & FM 389-290 Right-of Way-Landscape Area	12	95.00	1,140.00	375.00	4,500.00	76.91	922.92	65.00	780.00
5. S. Market St. & E. Stone St.-Median	32	15.00	480.00	55.00	1,760.00	41.95	1,342.40	15.00	480.00
6. 1710 E. Tom Green-Boys & Girls Club Yard	32	40.00	1,280.00	300.00	9,600.00	147.60	4,723.20	55.00	1,760.00
7. 1800 E. Tom Green-Blue Bell Aquatic Center Yard	32	120.00	3,840.00	450.00	14,400.00	179.13	5,732.16	130.00	4,160.00
8. W. Main & MLK Pkwy.-Median	32	15.00	480.00	20.00	640.00	3.60	115.20	8.00	256.00
9. MLK Pkwy./W. Jefferson-Median	32	30.00	960.00	60.00	1,920.00	154.00	4,928.00	35.00	1,120.00
10. 900 E. Alamo St.-Jerry Wilson Park	32	85.00	2,720.00	225.00	7,200.00	280.00	8,960.00	65.00	2,080.00
11. Main & E. Alamo-Median	32	15.00	480.00	50.00	1,600.00	16.17	517.44	15.00	480.00
12. 1804 Longwood Dr-Animal Shelter/Pet Adoption Ctr.	32	50.00	1,600.00	145.00	4,640.00	143.60	4,595.20	62.50	2,000.00
13. 1308 Old Independence Rd.-Linda Anderson Park (Exclude ball fields)	32	325.00	10,400.00	1,825.00	58,400.00	717.56	22,961.92	300.00	9,600.00
14. 404 N. Chappell Hill St.-Vacant Lot	32	25.00	800.00	42.00	1,344.00	44.71	1,430.72	10.00	320.00
15. 101 N. Chappell Hill St.-Fire Dept. Yard	32	35.00	1,120.00	180.00	5,760.00	145.45	4,654.40	55.00	1,760.00
16. 200 Blk of W. Vulcan (Vulcan & Baylor)-Parking Lot Area	32	20.00	640.00	75.00	2,400.00	31.02	992.64	15.00	480.00
17. W. Main & Alamo-Medians									
a. 100 St. Joseph & 1000 Main View	32	10.00	320.00	25.00	800.00	28.88	924.16	10.00	320.00
b. 900 W. Alamo & 200 Heights Circle	32	10.00	320.00	40.00	1,280.00	19.38	620.16	10.00	320.00
c. W. Main & E. Alamo	32	10.00	320.00	40.00	1,280.00	11.31	361.92	10.00	320.00
18. 700 MLK Pkwy.-Hattie Mae Flowers Park	32	200.00	6,400.00	630.00	20,160.00	290.97	9,311.04	175.00	5,600.00
21. 1800 E. Tom Green-Jackson St. Park	32	525.00	16,800.00	1,579.68	50,549.76	854.64	27,348.48	560.00	17,920.00
SUBTOTAL			53,780.00		198,313.76		106,886.76		52,396.00
19.-20. 100 MLK Pkwy-Library and Serenity Park									
a. Landscape Service	22	45.00	990.00	315.00	6,930.00	315.00	6,930.00	97.50	2,145.00
b. Re-mulch	2	720.00	1,440.00	745.00	1,490.00	745.00	1,490.00	325.00	650.00
SUBTOTAL			2,430.00		8,420.00		8,420.00		2,795.00
GRAND TOTAL			56,210.00		206,733.76		115,306.76		55,191.00

	PLM TEXAS		COLTON RHODES		PREMIERSCAPE SERVICES LLC		GENE'S SERVICES	
	UNIT PRICE PER OCCURRENCE	TOTAL COST	UNIT PRICE PER OCCURRENCE	TOTAL COST	UNIT PRICE PER OCCURRENCE	TOTAL COST	UNIT PRICE PER OCCURRENCE	TOTAL COST
CODE VIOLATION PROPERTIES								
1. Mowing/trimming/weed eating of standard vacant residential lot, price on a per lot basis. Includes mowing, trimming/weed eating of alley or easement to midline of said alley or easement.	45.00	UNKNOWN	40.00-80.00	UNKNOWN	44.00	UNKNOWN	40.00	UNKNOWN
2. Same as above, except with a house on the standard lot, priced on a per lot basis. Includes mowing, trimming/ weed eating of alley or easement to the midline of said alley or easement.	35.00	UNKNOWN	40.00-80.00	UNKNOWN	52.00	UNKNOWN	35.00	UNKNOWN
3. Mowing, trimming of property in excess of one (1) acre (42,560 sq. ft.), priced on a per acre basis.	35.00	UNKNOWN	155.00	UNKNOWN	145.57	UNKNOWN	25.00	UNKNOWN
4. Mowing, trimming/weed eating of an alley or easement to the midline of said alley or easement.	35.00	UNKNOWN	20.00-85.00	UNKNOWN	52.00	UNKNOWN	25.00	UNKNOWN
5. Hauling of trash, debris and rubbish, priced per load (6'x16'x4" utility trailer) and to include: vehicle, machinery and disposal cost. Dumping fee at landfill requires submission of ticket for reimbursement.	100.00	UNKNOWN	200.00-375.00	UNKNOWN	165.00	UNKNOWN	75.00	UNKNOWN
6. Cutting of any over-hanging tree limbs, bushes, or any other vegetation that is considered an encroachment. Priced on per worker per hour basis.	15.00	UNKNOWN	85.00-135.00/hr.	UNKNOWN	35.00	UNKNOWN	15.00	UNKNOWN
7. Repair of residential/commercial fences.Priced per hour for (2) workers.	30.00	UNKNOWN	85.00-135.00/hr.	UNKNOWN	85.00	UNKNOWN	30.00	UNKNOWN
8. Removal of residential fences. Priced per worker per hour.	15.00	UNKNOWN	85.00-135.00/hr.	UNKNOWN	35.00	UNKNOWN	15.00	UNKNOWN
9. Abatement or treatment (with a mosquito larvicide) of stagnant water. Priced per worker per hour.	35.00	UNKNOWN	85.00-135.00/hr.	UNKNOWN	65.00	UNKNOWN	18.00	UNKNOWN
10. Covering of open wells or cisterns in a secure manner, or the filling of open wells or cisterns with earth or other appropriate matter to the ground surface level. Priced per worker per hour.	35.00	UNKNOWN	85.00-135.00/hr.	UNKNOWN	65.00	UNKNOWN	18.00	UNKNOWN



Memo

To: Mayor Milton Tate
City Council
City Manager

From: Dan Rau

Date: February 24, 2020

Re: Consent Agenda

Purchase of a Toro Reelmaster 5510-D mower from Professional Turf Products using BuyBoard Contract No. 529-17 in the amount of \$62,647.83 for the Parks Department as approved in the FY2019-20 budget.

Attachment: Professional Turf Products Proposal



Professional Turf Products, L.P.

9468 Selma Parkway
Selma, Texas 78154
Larry Snody
(682) 330-3676
snodyl@proturf.com



Count on it.

Ship To	City of Brenham Parks	Date:	1/7/2020
Bill To	BUYBOARD (CONTRACT # 529-17) - Credit Cards Not Accepted	Tax Rate	
Contact	Casey Redman	Destination	
Address	200 W Vulcan St, Brenham, TX 77833	Trade-In	
		Finance	
Phone	(979) 337-7250	Account Type	Contract
Email	CRedman@cityofbrenham.org	QMS: ID	Q32546
Comments:			

Proposal

Qty	Model #	Description	Extended
1	03607	Reelmaster 5510-D	
5	03638	22 Inch 7-Inch, 8-Blade (Rr) Radial Reel Edgeseries	
1	03405	7-inch Weight for CUs with No Attachments (Kit of 5)	
1	30093	800 Hour MVP Filter Kit	
1	03667	Seat Suspension, Air Ride	
		Toro Reelmaster 5510-D	\$ 62,647.83
1	07384	Workman HDX - 2WD (Kubota Gas)	
1	117-4825	ROPS Signal Lights	
1	120-5045	HD Series Signal Light Kit	
1	07316	High Flow Hydraulics Kit	
1	07419	Rear PTO Kit	
1	117-4831	2 Inch Receiver Hitch Kit	
1	30248	MVP Kit 400 Hour	
		Toro Workman HDX - 2WD (Kubota Gas)	\$ 28,082.35
1	31902	Groundsmaster 3300 4WD	
1	31973	72 Inch Rear Discharge Deck	
1	114-4096	Front Weight Kit (42 Lbs)	
1	31982	Air Ride Suspension Seat	
1	31979	Recycler Kit	
		Toro Groundsmaster 3300 4WD	\$ 27,084.31
1	31902	Groundsmaster 3300 4WD	
1	31973	72 Inch Rear Discharge Deck	
1	114-4096	Front Weight Kit (42 Lbs)	
1	31982	Air Ride Suspension Seat	
		Toro Groundsmaster 3300 4WD	\$ 26,773.27

SubTotal	\$	144,587.76
Destination Tax (Estimated)		Included Exempt
TOTAL	\$	144,587.76



Memo

To: Mayor Milton Tate
City Council
City Manager

From: Dan Rau

Date: February 27, 2020

Re: Consent Agenda

Addendum to and Modification of the Agreement with Vortex USA on the Splashpad that will be located at Henderson Park.

Amend the Performance and Payment Bond section of the Agreement in order to provide that the City will pay the cost of the performance and payment bonds in the amount of \$3,756.11. This amount was not included within the original contract and these bonds are required. The amount approved in the FY2019-20 budget for this project is \$300,000. The revised agreement will increase the cost of the Splashpad from \$250,407.75 to \$254,163.86.

Attachments: Agreement Addendum/Modification (2)

**ADDENDUM TO AND MODIFICATION OF THE
AGREEMENT BETWEEN THE CITY OF BRENHAM,
TEXAS AND VORTEX USA INC.**

WHEREAS, the City of Brenham, Texas ("City") and Vortex USA Inc. ("Vortex") entered into that certain Agreement for the Construction of a Splashpad at Henderson Park in Brenham, Texas ("Agreement"), dated to be effective March 6, 2020 ("Agreement"); and

WHEREAS, the price quoted for the construction of the Splashpad did not include the cost of the performance and payment bonds required by law; and

WHEREAS, the City and Vortex desire to amend the Performance and Payment Bond section on Page 9 of the Agreement in order to provide that the City will pay the cost of the performance and payment bonds in the amount of \$3,756.11;

NOW THEREFORE, this Addendum to and Modification of the Agreement ("Addendum") is made by and between the City and Vortex, to be effective as of March 5, 2020, in consideration of the mutual undertakings and obligations expressed herein and the Agreement, as an addendum to and modification of the Agreement between the City and Vortex:

1. This Addendum shall prevail over any provision or term contained in the Agreement, and any other agreement between the City and Vortex, to the extent said Agreement or other documents may be inconsistent with the terms of this Addendum. Except as expressly amended by this Addendum, all other terms and conditions of the Agreement, and any other agreement between the City and Vortex, shall remain in full force and effect.
2. The Grand Total of the amount due to Vortex pursuant to the Agreement, as revised by this Addendum, shall be \$254,163.86;
3. The Performance and Payment Bond section on Page 9 of the Agreement is modified to read as follows:

Performance/Payment Bond

A Performance Bond and a Payment Bond in a form satisfactory to the Owner shall be furnished by the Contractor, at Owner's sole expense, in the full amount of the purchase price of the Agreement as set forth herein. Said Performance and Payment Bonds shall comply with the provisions of Chapter 2253, Texas Government Code.

This "Addendum to and Modification of the Agreement" is agreed to and accepted by both parties to the Agreement and shall be effective as of the 5th day of March, 2020.

CITY OF BRENHAM, TEXAS

ATTEST:

Hon. Milton Y. Tate, Jr., Mayor

City of Brenham, Texas

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

CONTRACTOR: Vortex USA Inc.

ATTEST:

By:
Title:

By:
Title: Corporate Secretary



Memo

To: Mayor Milton Tate
City Council
City Manager

From: Dan Rau

Date: February 26, 2020

Re: Consent Agenda

On August 15, 2019 City Council awarded Lindsey Construction Inc the bid in the amount of \$664,176.65 for the Higgins Branch Creek Restoration.

The repairs/improvements have been completed. The project involved two Change Orders. Change order No. 1 requested a 60 day extension due to inclement weather and Change Order No. 2 was due to additions and deductions in the field resulting in a credit of **(\$78,262.00)**, making the final construction cost \$585,914.65.

Attachments: Application for Payment No. 3 & Final
Change Order No. 1
Change Order No. 2
Certificate of Substantial Completion
Certificate of Final Completion
Affidavit of Bills Paid
Waiver/Lien Release Upon Final Payment
Consent of Surety to Final Payment
Zurich American Power of Attorney

ESTIMATE AND CERTIFICATE FOR PAYMENT, PERCENTAGE & UNIT PRICE WORK

City of Brenham Storm Damage Repairs - Package 2

Contractor:
Lindsey Construction Inc
Address:
P O Box 73169
Houston TX 77273-3169

Estimate No. 3 & Final
Cut off Date: 2/6/2020
Estimate Date: 2/8/2020
COB Project No.: 2017-01

Contract Date: 8/26/2019
NTP Date: 9/9/2019
Current Contract Completion Date: 3/7/2020
Substantial Completion Date: 2/6/2020
Percentage: By Time 100%

CONTRACT TIME IN CALENDER DAYS
Original Contract Time: (Days) 80
Approved Extensions: (Days) 70
Total Contract Time: (Days) 150
Days Used to Date: (Days) 150.00
Days Remaining to Date: (Days) 0.00

CONTRACT AMOUNT TO DATE: Amount
1 Original Contract Price \$864,176.65
2 Approved Change Orders No Description
CO #1 - Time extension \$0.00
Time extension due to weather days 60 Days
CO #2 (Final) - Changes due to Project Completion (Balance Project) and Time Extension due to weather days
Revised Contract Price \$579,509.24 Revised Owner's Contingency \$0.00
\$0.00

Total Change Orders to Date: +
TOTAL CONTRACT AMOUNT: \$864,176.65

A. EARNINGS TO DATE:
1 Work Completed to Date 100% Complete \$ 585,914.65
TOTAL EARNINGS TO DATE: \$585,914.65

B. DEDUCTIONS:
1 Retainage 0% \$0.00
2 Add Retainage Deduction 0% \$0.00
3 Total Retainage \$0.00
4 Liquidated Damages 0 days @ \$ \$0.00
TOTAL DEDUCTIONS: \$0.00

C. AMOUNT DUE THIS PERIOD:
1 Total Earnings to Date \$585,914.65
2 Total Deductions \$0.00
3 Total Payments Due \$585,914.65
4 Less Previous Payments \$352,682.96
5 Restoration Adjustment \$0.00
TOTAL AMOUNT DUE THIS DATE: \$233,252.09

Lindsey Construction 2/6/20
Prepared By (Contractor)
Gurda Corporation 2/14/20
Approved By (Consultant) Date

Checked By (Construction Manager/Inspector) Date

City of Brenham
Approved (Public Works Director) Date



P O BOX 73169
HOUSTON, TEXAS 77273-3169

(281) 651-0000
FAX (281) 651-0228

Application for Payment
Application # 3
Owner: City of Brenham

Gunda Job # 17015-01

Date:

2/6/20

INV. #

201935-03 and Final

Item Description

Project: City of Brenham Storm Damage Repairs, Pkg 2

LCI # 2019-35

Item Description									
	Unit of Measure	Contract Quantity	Total work this est.	Total work Prev. est.	Total work to date	Contract Price	Amount To Date	Total Contract	
-----Bid Items-----									
1	LS	1		1.00	1.00	\$ 27,400.00	27,400.00	27,400.00	
2	LS	1		1.00	1.00	\$ 32,000.00	32,000.00	32,000.00	
3	AC	0.5		0.50	0.50	\$ 16,500.00	8,250.00	8,250.00	
4	SY	10.666	12,201.00	0.00	12,201.00	\$ 7.50	91,507.50	79,920.00	
5	LF	8	8.00	0.00	8.00	\$ 330.00	2,640.00	2,640.00	
6	CY	40	40.00	0.00	40.00	\$ 100.00	4,000.00	4,000.00	
7	CY	3,839	1,319.00	3,600.00	4,919.00	\$ 27.85	136,994.15	106,916.15	
8	CY	5		0.00	0.00	\$ 1,030.00	0.00	5,150.00	
9	SY	171	171.00	0.00	171.00	\$ 116.00	19,836.00	19,836.00	
10	SY	1,811	446.00	1,600.00	2,046.00	\$ 112.00	229,152.00	202,832.00	
11	SY	985		0.00	0.00	\$ 81.00	0.00	79,785.00	
12	EA	2		0.00	0.00	\$ 8,600.00	0.00	17,200.00	
13	LS	1	0.25	0.75	1.00	\$ 5,900.00	5,900.00	5,900.00	
14	LS	1	0.25	0.75	1.00	\$ 7,625.00	7,625.00	7,625.00	
15	LF	575		0.00	0.00	\$ 6.50	0.00	3,737.50	
16	LF	60		60.00	60.00	\$ 121.50	7,290.00	7,290.00	
17	SY	333	166.00	167.00	333.00	\$ 40.00	13,320.00	13,320.00	
18	CY	100		0.00	0.00	\$ 17.00	0.00	1,700.00	
19	CY	100		0.00	0.00	\$ 32.00	0.00	3,200.00	
20	CY	100		0.00	0.00	\$ 39.00	0.00	3,900.00	
21	CY	100		0.00	0.00	\$ 35.00	0.00	3,500.00	
22	CY	150		0.00	0.00	\$ 28.00	0.00	4,200.00	
23	LF	45		0.00	0.00	\$ 225.00	0.00	10,125.00	
24	LF	55		0.00	0.00	\$ 250.00	0.00	13,750.00	

TOTAL WORK \$ 585,914.65 \$ 664,176.65
LESS RETAINAGE 5% \$ -
LESS PREV. INV. \$ 352,662.56
TOTAL DUE THIS INV. \$ 233,252.09

CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 2

CHANGE ORDER

CHANGE ORDER / C.O. No. 1

PROJECT: Storm Damage Repairs, Package 2
CONTRACT No.: _____ PROJECT No.: E2017-01

TO: Lindsey Construction
Contractor and P.O. Box 73169, Houston, TX 77273-3169
Address for Written Notice _____

REFERENCE RFIs/RFPs: Contractor's Request

1.01 DESCRIPTION OF CHANGES

CONTRACT CHANGE

	AMOUNT	TIME
ITEM 1 SCOPE: Time Extension Request due to weather days and limited material availability, Decrease	\$0.00	60 Days
JUSTIFICATION: See attached Contractor Request		

TOTALS: \$0.00 60 Days

1.02 ACCEPTANCE BY CONTRACTOR

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.

Proseer Maurice
Contractor Signature and Title

11/22/19
Date

1.03 ACCEPTANCE BY THE CITY OF BRENHAM

Project Manager – _____ Date

Kyle A. Bertrand 11/25/19
TEEC Project Manager – Gunda Corporation Date

Dane Rau 2/26/20
Public Works Director – Dane Rau Date

[Mayor – Required for COs to City Council] Date

END OF DOCUMENT

cc: Kyle A. Bertrand, P.E. – Gunda Corporation

00941-1
07-20-18

EXECUTIVE SUMMARY

C.O. No. 1 Contract No.: _____ Proj. No.: E2017-01

1.01	CONTRACT PRICE SUMMARY	DOLLAR AMOUNT	PERCENT
A.	Original Contract Price	\$664,176.65	100.00%
B.	Previous Change Orders	\$0.00	0.00%
C.	This Change Order	\$0.00	0.00%
D.	Contract Price	\$664,176.65	100.00%

Date of Commencement of the Work: Monday, September 9, 2019

1.02	CONTRACT TIME SUMMARY	DURATION	COMPLETION DATE
A.	Original Contract Time	80 Days	Thursday, November 28, 2019
B.	Previous Change Orders	0 Days	Thursday, November 28, 2019
C.	This Change Order	60 Days	
D.	Contract Time	140 Days	Sunday, January 26, 2020

- 1.03 TOTAL VALUE OF INCREASES OUTSIDE OF GENERAL SCOPE OF WORK
A. Including this Change Order, the following table is provided to track conditions related to Paragraph 7.1.2.3 of Document 00700 - General Conditions.

<u>CHANGE ORDER</u> <u>NO.</u>	<u>AMOUNT ADDED</u>	<u>PERCENT OF</u> <u>ORIGINAL</u> <u>CONTRACT PRICE</u>
1	\$0.00	0%
TOTALS	\$0.00	0%

END OF SUMMARY



**P.O. Box 73169
Houston, Texas 77273-3169**

**(281) 651-0000
Fax (281) 651-0228**

Date: November 20, 2019

City of Brenham
200 W. Vulcan St.
Brenham, TX 77833

Project: City of Brenham Storm Damage Repair Package 2
Job No: 17015-01

Dear Sir,

Lindsey Construction, Inc. has completed approximately 2700 feet of the 3260 feet of channel flow lines, side slopes, and armored eroded areas. The remaining 560 feet to re-establish flow lines, side slopes, and armored eroded areas should be completed by January 27, 2020, assuming no further delays are encountered.

Lindsey Construction is requesting a time extension due to inclement weather days and limited material availability, along with necessary field changes in design. During the construction of this project there have been over 50 recordable rain and wet site condition days. As this project is located in a drainage way, the rain days delay the project as well as days for wet site conditions to allow the construction area to become accessible. There is a limited supply of rock rip rap material due to storm damage across Texas, which may further delay availability for construction.

At this time Lindsey Construction, Inc. is requesting 60 day time extension due to the delays referenced above.

If you have any questions, please give me a call.

Sincerely,

Michael L. Hassell
Michael L. Hassell
Project Manager

CHANGE ORDER / C.O. No. 2

PROJECT: Storm Damage Repairs, Package 2
CONTRACT No.: _____ PROJECT No.: E2017-01

TO: Lindsey Construction
Contractor and P.O. Box 73169, Houston, TX 77273-3169
Address for Written Notice _____

REFERENCE RFIs/RFPs: Project Closeout & Weather Days

1.01 DESCRIPTION OF CHANGES

		CONTRACT CHANGE	
		AMOUNT	TIME
ITEM 1 SCOPE:	Time Extension Request due to weather days and limited material availability, Increase	\$0.00	10 Days
JUSTIFICATION:	See attached Contractor Request		
ITEM 2 SCOPE	Item 4, Block Sodding, 1,545 SY Increase Larger area required to be sodded	\$11,587.50	0 Days
ITEM 3 SCOPE	Item 7, Channel Excavation, 1,080 CY Increase	\$30,078.00	0 Days
JUSTIFICATION:	Additional excavation due to unstable slopes		
ITEM 4 SCOPE	Item 8, Flowable Fill, 5 CY Decrease	(\$5,150.00)	0 Days
JUSTIFICATION:	Item not used		
ITEM 5 SCOPE	Item 10, Riprap, 235 SY Increase	\$26,320.00	0 Days
JUSTIFICATION:	Additional riprap due to outfall erosion protection		
ITEM 6 SCOPE	Item 11, Toe Erosion, 985 SY Decrease	(\$79,785.00)	0 Days
JUSTIFICATION:	Item not used		
ITEM 7 SCOPE	Item 12, Remove and Replace Concrete Pipe Supports, 2 EA Decrease	(\$17,200.00)	0 Days
JUSTIFICATION:	Item not used		
ITEM 8 SCOPE	Item 15, Reinforced Filter Fabric Fence, 575 LF Decrease	(\$3,737.50)	0 Days
JUSTIFICATION:	Item not used		
ITEM 9 SCOPE	Item 18, Extra Hand Excavation, 100 CY Decrease	(\$1,700.00)	0 Days
JUSTIFICATION:	Extra Work bid Item not required		
ITEM 10 SCOPE	Item 19, Extra Machine Excavation, 100 CY Decrease	(\$3,200.00)	0 Days
JUSTIFICATION:	Extra Work bid Item not required		
ITEM 11 SCOPE	Item 20, Extra Bank Sand Backfill, 100 CY Decrease	(\$3,900.00)	0 Days
JUSTIFICATION:	Extra Work bid Item not required		
ITEM 12 SCOPE	Item 21, Extra Cement-Stabilized Sand, 100 CY Decrease	(\$3,500.00)	0 Days
JUSTIFICATION:	Extra Work bid Item not required		

CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 2

CHANGE ORDER

ITEM 12 SCOPE	Item 22, Extra Backfill, 150 CY Decrease	(\$4,200.00)	0 Days
JUSTIFICATION:	Extra Work bid Item not required		
ITEM 13 SCOPE	Item 23, Extra Remove and Replace 10' Steel Casing, 45 LF Decrease	(\$10,125.00)	0 Days
JUSTIFICATION:	Extra Work bid Item not required		
ITEM 14 SCOPE	Item 24, Extra Remove and Replace 30" Steel Casing, 55 LF Decrease	(\$13,750.00)	0 Days
JUSTIFICATION:	Extra Work bid Item not required		

TOTALS: (\$78,262.00) 10 Days

1.02 ACCEPTANCE BY CONTRACTOR

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.


Contractor Signature and Title

6/3/20
Date

1.03 ACCEPTANCE BY THE CITY OF BRENHAM

Project Manager -  Date 2/14/20
Project Manager - Gunda Corporation

 2/26/20
Public Works Director - Dane Rau Date

[Mayor - Required for COs to City Council] Date

END OF DOCUMENT

cc: Kyle A. Bertrand, P.E. - Gunda Corporation

00941-2
07-20-18

EXECUTIVE SUMMARY

C.O. No. 1 Contract No.: _____ Proj. No.: E2017-01

1.01	CONTRACT PRICE SUMMARY	DOLLAR AMOUNT	PERCENT
A.	Original Contract Price	\$664,176.65	100.00%
B.	Previous Change Orders	\$0.00	0.00%
C.	This Change Order	(\$78,262.00)	-11.78%
D.	Contract Price	\$585,914.65	88.22%

		Date of Commencement of the Work:	Monday, September 9, 2019
1.02	CONTRACT TIME SUMMARY	DURATION	COMPLETION DATE
A.	Original Contract Time	80 Days	Thursday, November 28, 2019
B.	Previous Change Orders	60 Days	Monday, January 27, 2020
C.	This Change Order	10 Days	
D.	Contract Time	150 Days	Wednesday, February 5, 2020

1.03 TOTAL VALUE OF INCREASES OUTSIDE OF GENERAL SCOPE OF WORK
A. Including this Change Order, the following table is provided to track conditions related to Paragraph 7.1.2.3 of Document 00700 - General Conditions.

CHANGE ORDER NO.	AMOUNT ADDED	PERCENT OF ORIGINAL CONTRACT PRICE
1	(\$78,262.00)	-11.78%
TOTALS	(\$78,262.00)	-11.78%

END OF SUMMARY

CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 2

CERTIFICATE OF
SUBSTANTIAL COMPLETION

Document 00645

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Storm Damage Repairs, Package 2 – Higgins Branch
CONTRACT No.: N/A PROJECT No.: E2017-01

TO: Lindsey Construction, Inc.
Contractor and P.O. Box 73169
Address for Written Notice Houston, Texas 77273-3169

- 1.01 DATE OF SUBSTANTIAL COMPLETION
The Work performed under the Contract was inspected on February 3, 2020, and found to be substantially complete. The Date of Substantial Completion of the Work is hereby established as February 3, 2020.
- 1.02 PUNCH LIST
Punch list not required.
- 1.03 OCCUPANCY BY THE CITY
Public Works will assume full possession at 3:00 PM on February 3, 2020.
- 1.04 CONSENT OF SURETY
Contractor shall obtain consent of Surety for approval of reduction in retainage.
- 1.05 WARRANTY PERIOD
Warranties required by the Contract will commence on the above Date of Substantial Completion.
- 1.06 TRANSITION OF RESPONSIBILITIES
The City and Contractor agree that security, maintenance, heating, ventilating, air conditioning, utilities, damage to the Work, and insurance, during the period prior to Final Completion, transfer to the City unless otherwise stated in the attached Transition of Responsibilities document.
- 1.07 CONTRACTOR'S ACKNOWLEDGEMENT
Signature of Contractor, or its agent, acknowledges attached Punch List, referenced in Paragraph 1.02, and Transition of Responsibilities, referenced in Paragraph 1.06.

<u>Mike Hassell</u>	<u>Mike Hassell</u>	<u>2/14/2020</u>
Contractor	Signature	Date
<u>N/A</u>		
Inspector	Signature	Date
<u>Kyle A. Bertrand, P.E.</u>	<u>Kyle A. Bertrand</u>	<u>2/14/20</u>
Project Manager/Consultant	Signature	Date
<u>Dane Rau</u>	<u>Dane Rau</u>	<u>2/26/20</u>
Public Works Director	Signature	Date

cc: File

END OF DOCUMENT

00645-1
06-01-2018

Document 00650

CERTIFICATE OF FINAL COMPLETION

PROJECT: Storm Damage Repairs, Package 2 – Higgins Branch

CONTRACT No.: N/A PROJECT No.: E2017-01

TO: Lindsey Construction, Inc.
Contractor and P.O. Box 73169
Address for Written Notice Houston, Texas 77273-3169

1.01 DATE OF FINAL COMPLETION

The Work performed under the Contract was inspected on February 3, 2020 and found to be complete. The date of final completion of the Work is hereby established as February 3, 2020.

1.02 PUNCH LIST

Contractor certified in Document 00641 – Contractor's Certification of Final Completion that all Punch List items were completed or corrected. Failure to identify incomplete work items or requirements of the Contract prior to issuance of this Certificate does not alter the responsibility of Contractor to comply with all provisions of the Contract.

1.03 ACCEPTANCE OF THE WORK

Based on inspection and to the best of our knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract and we recommend acceptance of the Work by City Council or their delegated authority.

N/A

Inspector

Kyle A. Bertrand, P.E.

Project Manager/Consultant (Gunda Corp.)

Signature

Signature

Date

Date

N/A

[Intermediate Authority]

Dane Rau

Public Works Director

Signature

Signature

Date

Date

1.04 TRANSITION OF RESPONSIBILITIES

Except as provided in the Contract documents attached hereto, Public Works accepts the Work as complete and accepts responsibility for security, maintenance, heating, ventilating, air conditioning, utilities, damage to the Work, and insurance, that has not been previously transferred from Contractor.

END OF DOCUMENT

cc: Kyle Bertrand, P.E., Gunda
Mike Hassell – Lindsey Construction, Inc.
File

00650-1
08-10-2018

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Michael Hassell, Project Manager for Lindsey Construction, Inc. , party to that certain Contract entered into between Lindsey Construction, Inc and City of Brenham
for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

City of Brenham Storm Damage Repairs, Pkg 2

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications thereof.

Deponent further states that he has paid all bills and claims for the materials and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

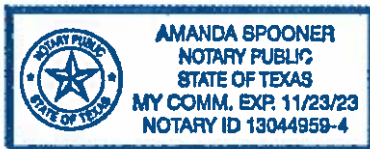
This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained herein that payment due on said Contract is being made, and in consideration of the disbursement of funds by, Lindsey Construction, Inc. deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify and hold City of Brenham

safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever, specifically including court costs, bonding fees and attorney fees, arising out of and in any relating to claims for unpaid labor or material used on or associated with construction of improvements on the above described premises.

Lindsey Construction, Inc.

by: 
Michael Hassell

Subscribed and sworn to before me, on this the 6th day of February, 2020.





Notary Public in and for the State of Texas

WAIVER AND LIEN RELEASE UPON FINAL PAYMENT

STATE OF TEXAS
COUNTY OF HARRIS

THE UNDERSIGNED was contracted or hired by The City of Brenham
to furnish labor and/or materials in connection with certain improvements to real
property described as follows:

Contractor: Lindsey Construction, Inc.

Job Name: City of Brenham Storm Damage Repairs, Pkg 2

Payment: \$ 233,252.09

For Work Performed through: 2/6/2020

Upon receipt of this payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claims of lien, including any constitutional lien or claim thereto, that the undersigned has or hereafter has on the above mentioned real property and/or improvements thereon on account of any Work furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

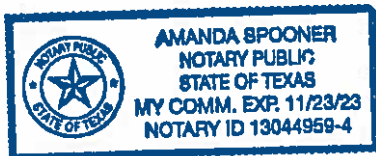
The undersigned further certifies and warrants that there are no known mechanic's or materialman's liens outstanding as of the date hereof, that all bills incurred by it with respect to the Work will be paid within 10 days of the receipt of the above amount or sooner, and that there is no known basis for the filing of any mechanic's or materialman's lien on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned; and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claims of lien of any other such person or entity, and further agrees to indemnify and hold the owner harmless from any said lien or claim including the payment of related costs, expenses, and reasonable attorney's fees.

Contractor: Lindsey Construction, Inc.

Signature:

Printed Name and Title: Dwight Childs, Project Manager

Subscribed and sworn to before me, on this the 6th day of February, 2020.




Notary Public in and for the State of Texas

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. PRE9319681

PROJECT: **Storm Damage Repairs, Package 2, Project E2017-01, Brenham, TX**
(name, address)

TO (Owner) [**City of Brenham**] ARCHITECT'S PROJECT NO:
210 N. Park St.
Brenham, TX 77833-3100 CONTRACT FOR:
[] CONTRACT DATE:

CONTRACTOR: **Lindsey Construction, Inc.**
P.O. Box 73169
Houston, TX 77273-3169

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Colonial American Casualty and Surety Company
1299 Zurich Way
Schaumburg, IL 60196-1056 , SURETY COMPANY,
on bond of (here insert name and address of Contractor)
Lindsey Construction, Inc.
P.O. Box 73169 , CONTRACTOR,
Houston, TX 77273-3169
hereby approves of the final payment to the Contractors, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)
City of Brenham
210 N. Park St.
Brenham, TX 77833-3100 , OWNER,
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this **13th** day of **February**, **2020**

Colonial American Casualty and Surety Company
Surety Company

Attest: 
(Seal):


Signature of Authorized Representative
John William Newby Attorney-In-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,
Current Edition

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Sammy Joe MULLIS, JR., John William NEWBY, Christopher Carl SUNDBERG, Sandra Lee RONEY, Debra Lee MOON, Andrea Rose CRAWFORD, Troy Russell KEY and Linda Michelle STALDER, all of Addison, Texas, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians, and the execution of such bonds or undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of June, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 27th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of February, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsforclaims@zurichna.com
800-626-4577

Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



Memo

To: Mayor Milton Tate
City Council
City Manager

From: Dan Rau

Date: February 26, 2020

Re: Consent Agenda

Purchase of a Schwarze Model A7 Tornado Regenerative Air Street Sweeper from Heil of Texas using HGACBuy Contract No. SW-04-18A in the amount of \$234,611 for the Streets Department as approved in the FY2019-20 budget. The amount budgeted was \$235,981.

Attachments: HGACBuy Contract Pricing Worksheet



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract No.:

SW-04-18A

Date Prepared:

12/30/2019

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	City of Brenham, Texas	Contractor:	Heil of Texas			
Contact Person:		Prepared By:	Terry Parsons			
Phone:		Phone:	832-948-8402			
Fax:		Fax:	713-923-5522			
Email:		Email:	terryparsons@heiloftexas.com			

Product Code:	A12	Description:	Schwarze Model A7 Tornado Regenerative Air Street Sweeper			
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 148,465

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
John Deere 134HP Tier IV Final Auxiliary Engine	0	Hopper Spray Bar with 4 Nozzles	705
Standard Sweeping Head with Rubber Blast Orifice	0	10 PT Lubrication Bank System	975
Sweeping Head Deluge System	395	In-Cab Controlled Hopper Vibrator/Shaker System	0
Dual 44" Diameter Gutter Brooms	0	In-Cab Load Weight Indicator	0
Dual In-Cab Gutter Broom Tilt Controls	0	In-Cab Hopper Up Alarm and Indicator	0
Dual Gutter Broom Extension Override System	2620	In-Cab Hopper Door Open Indicator	0
Full Sweeper Standby System with Throttle Ramp	0	In-Cab Low Hydraulic Level Indicator	0
Dual In-Cab Controlled Variable Speed Gutter Brooms	0	Rear LED Strobe with Limb Guard	0
Dual Rear / Head Camera System w/In-Cab LCD Monitor	310	Rear LED Alternating Flashers	0
600 Gallon Dust Suppression System	3825	LED Traffic Guide Arrowboard with In-Cab Controls	1140
In-Cab Water Tank Low Level Alarm and Indicator	0	Subtotal From Additional Sheet(s):	88440
8.4 Cu Yd Stainless Debris Hopper w/Drop Down Screens	7220	Subtotal B:	105630

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	254095	=	Subtotal D:	254095
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E:

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Freight	2516		
Discount	-22,000		
		Subtotal F:	-19484

Delivery Date: 10-14 Days ARO **G. Total Purchase Price (D+E+F):** 234611



MEMORANDUM

To: Mayor and City Council

From: Carolyn Miller, ACM-CFO

Subject: Equipment Financing Proposal for the Purchase of Street Sweeper

Date: February 25, 2020

Included in the FY19-20 adopted budget of the newly established Drainage Fund is the purchase of a Street Sweeper via debt financing. The total cost of the Street Sweeper is \$234,611 and we obtained three financing proposals for a 5-year note. The proposal offering the lowest interest rate is Bank of Brenham at 2.21%. We recommend the approval of the financing proposal with Bank of Brenham.

After reviewing this information, should you have any questions prior to Thursday's meeting, do not hesitate to contact me directly at 979-337-7566.

BANK OF BRENHAM

TERM SHEET

LOAN AMOUNT:	\$234,611
LOAN RATE:	2.21%
LOAN TERM:	5 YEARS
PAYMENTS:	\$50,079.62/ YR.
COLLATERAL:	Schwarze Model A7 Tornado Regenerative Air Street Sweeper



Memo

To: Mayor Milton Tate
City Council
City Manager

From: Donald Reese

Date: February 27, 2020

Re: Consent Agenda

On February 21, 2019, Barclay's Premier Utility Services, LLC was awarded Project No. 64C-50C related to the FY19 Water Replacements.

Barclays has completed the project. Change Order No. 1 and No. 2 were previously approved by City Council. Attached is Application for Payment No. 10 & Final and Change Order No. 3. Final construction amount is for retainage only at \$84,376.90.

Staff recommends approving payment of Application for Payment No. 10 & Final and Change Order No. 3.

APPLICATION FOR PAYMENT NO. 10 *Renal*

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833

FROM CONTRACTOR: BARCLAYS PREMIER UTILITY SERVICES LLC, 1630 GAULT RD, HOUSTON, TEXAS 77039

PROJECT: FY19 WATER MAIN REPLACEMENTS

STRAND PROJECT NO. 3900.222

CONTRACT AWARDED: February 21, 2019

PERIOD FROM: December 31, 2019

CONST. TIME ALLOTTED: 300

NOTICE TO PROCEED: April 15, 2019

PERIOD TO: March 5, 2020

TIME USED: 326

ITEM	BASE BID A - BLINN BLVD. & W. FIFTH ST.	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	8" C-900 PVC Waterline	3530	LF	3526	0	3526	\$ 90.00	\$ 317,340.00
2	8" Gate Valve	11	EA	11	0	11	\$ 1,850.00	\$ 20,350.00
3	8" Wet Tap Connection	1	EA	1	0	1	\$ 2,500.00	\$ 2,500.00
4	8" Cut-In Connection	2	EA	2	0	2	\$ 2,000.00	\$ 4,000.00
5	6" C-900 PVC Waterline	215	LF	249	0	249	\$ 82.00	\$ 20,418.00
6	6" Gate Valve	8	EA	8	0	8	\$ 1,500.00	\$ 12,000.00
7	6" Cut-In Connection	8	EA	8	0	8	\$ 1,200.00	\$ 9,600.00
8	4" C-900 PVC Waterline	35	LF	31	0	31	\$ 50.00	\$ 1,550.00
9	4" Gate Valve	1	EA	3	0	3	\$ 1,200.00	\$ 3,600.00
10	4" Wet Tap Connection	1	EA	1	0	1	\$ 1,200.00	\$ 1,200.00
11	4" Cut-In Connection	2	EA	2	0	2	\$ 1,200.00	\$ 2,400.00
12	Fire Hydrant Unit	4	EA	4	0	4	\$ 3,850.00	\$ 15,400.00
13	Fire Hydrant Re-Set	2	EA	2	0	2	\$ 250.00	\$ 500.00
14	1" Poly Service	10	EA	10	0	10	\$ 850.00	\$ 8,500.00
15	2" PVC Service	4	EA	3	0	3	\$ 1,200.00	\$ 3,600.00
16	Abandon Waterlines	2	EA	2	0	2	\$ 500.00	\$ 1,000.00
17	Valve Box Obliteration	18	EA	18	0	18	\$ 250.00	\$ 4,500.00
18	Asphalt Repair	3660	LF	880	0	880	\$ 3.00	\$ 2,640.00
19	Brick Crossing Repair	120	LF	0	0	0	\$ 10.00	\$ -
20	Seeding	1	LS	1	0	1	\$ 850.00	\$ 850.00
21	Traffic Control	1	LS	1	0	1	\$ 500.00	\$ 500.00
ITEM	BASE BID B - W. FIRST ST.	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	8" C-900 PVC Waterline	930	LF	927	0	927	\$ 80.00	\$ 74,160.00
2	8" Gate Valve	2	EA	2	0	2	\$ 1,850.00	\$ 3,700.00
3	6" C-900 PVC Waterline	45	LF	60	0	60	\$ 76.00	\$ 4,560.00
4	6" Gate Valve	2	EA	2	0	2	\$ 1,500.00	\$ 3,000.00
5	6" Cut-In Connection	2	EA	2	0	2	\$ 1,200.00	\$ 2,400.00
6	Fire Hydrant Unit	2	EA	2	0	2	\$ 3,850.00	\$ 7,700.00
7	1" Poly Service	11	EA	11	0	11	\$ 850.00	\$ 9,350.00
8	Abandon Waterlines	1	EA	1	0	1	\$ 500.00	\$ 500.00
9	Valve Box Obliteration	1	EA	1	0	1	\$ 250.00	\$ 250.00
10	Asphalt Repair	975	LF	975	0	975	\$ 5.00	\$ 4,875.00
11	Seeding	1	LS	1	0	1	\$ 500.00	\$ 500.00
12	Traffic Control	1	LS	1	0	1	\$ 500.00	\$ 500.00

ITEM	BASE BID C - PRAIRIE LEA ST.	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	8" C-900 PVC Waterline	1120	LF	1120	0	1120	\$ 80.00	\$ 89,600.00
2	8" C-900 PVC Waterline by Bore	245	LF	245	0	245	\$ 80.00	\$ 19,600.00
3	8" Wet Tap Connection	2	EA	2	0	2	\$ 2,500.00	\$ 5,000.00
4	6" C-900 PVC Waterline	15	LF	15	0	15	\$ 76.00	\$ 1,140.00
5	6" Gate Valve	1	EA	1	0	1	\$ 1,500.00	\$ 1,500.00
6	6" Cut-In Connection	2	EA	2	0	2	\$ 1,500.00	\$ 3,000.00
7	Fire Hydrant Unit	2	EA	2	0	2	\$ 3,850.00	\$ 7,700.00
8	1" Poly Service	13	EA	13	0	13	\$ 850.00	\$ 11,050.00
9	1" Poly Service with Tracer Wire	1	EA	1	0	1	\$ 1,200.00	\$ 1,200.00
10	1" Poly Service by Bore with 4" Steel Casing	1	EA	1	0	1	\$ 1,500.00	\$ 1,500.00
11	Abandon Waterlines	2	EA	2	0	2	\$ 500.00	\$ 1,000.00
12	Valve Box Obliteration	2	EA	2	0	2	\$ 250.00	\$ 500.00
13	Asphalt Repair	35	LF	35	0	35	\$ 5.00	\$ 175.00
14	Seeding	1	LS	1	0	1	\$ 500.00	\$ 500.00
15	Traffic Control	1	LS	1	0	1	\$ 500.00	\$ 500.00
ITEM	BASE BID D - VULCAN ST.	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	8" C-900 PVC Waterline	890	LF	890	0	890	\$ 80.00	\$ 71,200.00
2	8" C-900 PVC Waterline by Bore	10	LF	10	0	10	\$ 80.00	\$ 800.00
3	8" Gate Valve	8	EA	8	0	8	\$ 1,850.00	\$ 14,800.00
4	6" C-900 PVC Waterline	20	LF	20	0	20	\$ 76.00	\$ 1,520.00
5	6" Wet-Tap Connection	2	EA	2	0	2	\$ 1,500.00	\$ 3,000.00
6	6" Cut-In Connection	2	EA	2	0	2	\$ 1,200.00	\$ 2,400.00
7	4" C-900 PVC Waterline	100	LF	100	0	100	\$ 50.00	\$ 5,000.00
8	4" Gate Valve	1	EA	2	0	2	\$ 1,200.00	\$ 2,400.00
9	Fire Hydrant Unit	1	EA	1	0	1	\$ 3,850.00	\$ 3,850.00
10	1" Poly Service	23	EA	23	0	23	\$ 850.00	\$ 19,550.00
11	2" PVC Service	1	EA	1	0	1	\$ 1,000.00	\$ 1,000.00
12	4" Service with Gate Valve	1	EA	1	0	1	\$ 1,250.00	\$ 1,250.00
13	6" Service with Gate Valve	1	EA	1	0	1	\$ 2,250.00	\$ 2,250.00
14	Abandon Waterlines	1	EA	1	0	1	\$ 500.00	\$ 500.00
15	Valve Manhole Obliteration	7	EA	7	0	7	\$ 500.00	\$ 3,500.00
16	Valve Box Obliteration	2	EA	2	0	2	\$ 250.00	\$ 500.00
17	Asphalt Repair	1010	LF	1010	0	1010	\$ 5.00	\$ 5,050.00
18	Seeding	1	LS	1	0	1	\$ 500.00	\$ 500.00
19	Traffic Control	1	LS	1	0	1	\$ 500.00	\$ 500.00

ITEM	BASE BID E - NORTH DOUGLAS ST.	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	8" C-900 PVC Waterline	180	LF	180	0	180	\$ 80.00	\$ 14,400.00
2	8" C-900 PVC Waterline by Bore	20	LF	20	0	20	\$ 80.00	\$ 1,600.00
3	8" Gate Valve	1	EA	1	0	1	\$ 1,850.00	\$ 1,850.00
4	8" Wet-Tap Connection	1	EA	1	0	1	\$ 1,850.00	\$ 1,850.00
5	1" Poly Service	2	EA	2	0	2	\$ 850.00	\$ 1,700.00
6	Abandon Waterlines	1	EA	1	0	1	\$ 100.00	\$ 100.00
7	Valve Box Obliteration	1	EA	1	0	1	\$ 100.00	\$ 100.00
8	Asphalt Repair	180	LF	180	0	180	\$ 5.00	\$ 900.00
9	Seeding	1	LS	1	0	1	\$ 500.00	\$ 500.00
10	Traffic Control	1	LS	1	0	1	\$ 500.00	\$ 500.00
ITEM	BASE BID F - NORTH PARK ST.	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	8" C-900 PVC Waterline	1100	LF	1100	0	1100	\$ 80.00	\$ 88,000.00
2	8" C-900 PVC Waterline by Bore	20	LF	20	0	20	\$ 80.00	\$ 1,600.00
3	8" Gate Valve	2	EA	2	0	2	\$ 1,850.00	\$ 3,700.00
4	8" Wet-Tap Connection	1	EA	1	0	1	\$ 1,850.00	\$ 1,850.00
5	6" C-900 PVC Waterline	10	LF	10	0	10	\$ 76.00	\$ 760.00
6	6" Wet-Tap Connection	1	EA	1	0	1	\$ 1,850.00	\$ 1,850.00
7	Fire Hydrant Unit	1	EA	1	0	1	\$ 3,850.00	\$ 3,850.00
8	1" Poly Service	6	EA	6	0	6	\$ 850.00	\$ 5,100.00
9	2" PVC Service	1	EA	1	0	1	\$ 1,000.00	\$ 1,000.00
10	Abandon Waterlines	2	EA	2	0	2	\$ 100.00	\$ 200.00
11	Valve Box Obliteration	1	EA	1	0	1	\$ 100.00	\$ 100.00
12	Asphalt Repair	835	LF	835	0	835	\$ 5.00	\$ 4,175.00
13	Concrete Repair	10	LF	10	0	10	\$ 15.00	\$ 150.00
14	Seeding	1	LS	1	0	1	\$ 500.00	\$ 500.00
15	Traffic Control	1	LS	1	0	1	\$ 500.00	\$ 500.00

ITEM	BASE BID G - NORTH BAYLOR ST.	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	8" C-900 PVC Waterline	810	LF	810	0	810	\$ 80.00	\$ 64,800.00
2	8" C-900 PVC Waterline by Bore	10	LF	10	0	10	\$ 80.00	\$ 800.00
3	8" Gate Valve	2	EA	2	0	2	\$ 1,850.00	\$ 3,700.00
4	8" Cut-In Connection	1	EA	1	0	1	\$ 1,850.00	\$ 1,850.00
5	6" C-900 PVC Waterline	10	LF	10	0	10	\$ 76.00	\$ 760.00
6	6" Wet-Tap Connection	1	EA	1	0	1	\$ 1,850.00	\$ 1,850.00
7	Fire Hydrant Unit	2	EA	2	0	2	\$ 3,850.00	\$ 7,700.00
8	1" Poly Service	12	EA	12	0	12	\$ 800.00	\$ 9,600.00
9	2" PVC Service	2	EA	2	0	2	\$ 1,000.00	\$ 2,000.00
10	Abandon Waterlines	2	EA	2	0	2	\$ 100.00	\$ 200.00
11	Asphalt Repair	820	LF	820	0	820	\$ 5.00	\$ 4,100.00
12	Seeding	1	LS	1	0	1	\$ 500.00	\$ 500.00
13	Traffic Control	1	LS	1	0	1	\$ 500.00	\$ 500.00
ITEM	ALTERNATIVE BID H - HUDSON ST.	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	8" C-900 PVC Waterline	785	LF	785	0	785	\$ 80.00	\$ 62,800.00
2	8" Gate Valve	1	EA	1	0	1	\$ 1,850.00	\$ 1,850.00
3	8" Cut-In Connection	1	EA	1	0	1	\$ 1,850.00	\$ 1,850.00
4	6" C-900 PVC Waterline	10	LF	15	0	15	\$ 76.00	\$ 1,140.00
5	6" Gate Valve	1	EA	1	0	1	\$ 1,850.00	\$ 1,850.00
6	6" Cut-In Connection	2	EA	2	0	2	\$ 1,850.00	\$ 3,700.00
7	Fire Hydrant Unit	1	EA	1	0	1	\$ 3,850.00	\$ 3,850.00
8	Fire Hydrant Re-Set	1	EA	1	0	1	\$ 100.00	\$ 100.00
9	1" Poly Service	15	EA	15	0	15	\$ 850.00	\$ 12,750.00
10	2" PVC Service	1	EA	2	0	2	\$ 1,000.00	\$ 2,000.00
11	6" Service with Gate Valve	1	EA	1	0	1	\$ 2,250.00	\$ 2,250.00
12	Abandon Waterlines	1	EA	1	0	1	\$ 100.00	\$ 100.00
13	Asphalt Repair	795	LF	795	0	795	\$ 5.00	\$ 3,975.00
14	Seeding	1	LS	1	0	1	\$ 500.00	\$ 500.00
15	Traffic Control	1	LS	1	0	1	\$ 500.00	\$ 500.00

ITEM	ALTERNATIVE BID 1 - MULBERRY ST.	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	8" C-900 PVC Waterline	1095	LF	1095	0	1095	\$ 110.00	\$ 120,450.00
2	8" C-900 PVC Waterline in 16" Steel Casing by Bore	50	LF	50	0	50	\$ 165.00	\$ 8,250.00
3	8" Gate Valve	1	EA	1	0	1	\$ 1,850.00	\$ 1,850.00
4	8" Wet Tap Connection	2	EA	2	0	2	\$ 1,855.00	\$ 3,710.00
5	6" C-900 PVC Waterline	120	LF	120	0	120	\$ 100.00	\$ 12,000.00
6	6" Gate Valve	3	EA	3	0	3	\$ 1,850.00	\$ 5,550.00
7	6" Cut-In Place	4	EA	4	0	4	\$ 100.00	\$ 400.00
8	Fire Hydrant Unit	1	EA	1	0	1	\$ 3,850.00	\$ 3,850.00
9	1" Poly Service	9	EA	9	0	9	\$ 850.00	\$ 7,650.00
10	Abandon Waterlines	2	EA	2	0	2	\$ 100.00	\$ 200.00
11	Valve Box Obliteration	4	EA	4	0	4	\$ 100.00	\$ 400.00
12	Asphalt Repair	165	LF	165	0	165	\$ 15.00	\$ 2,475.00
13	Concrete Repair	925	LF	925	0	925	\$ 25.00	\$ 23,125.00
14	Seeding	1	LS	1	0	1	\$ 500.00	\$ 500.00
15	Traffic Control	1	LS	1	0	1	\$ 500.00	\$ 500.00
ITEM	CHANGE ORDER No. 2 - STATE HWY 36	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	12" C-900 PVC Waterline by Open Cut	2392	LF	2392	0	2392	\$ 77.00	\$ 184,184.00
2	12" C-900 PVC Waterline by Bore	280	LF	280	0	280	\$ 77.00	\$ 21,560.00
3	12" C-900 PVC Waterline in 20" Steel Casing by Bore	100	LF	100	0	100	\$ 160.00	\$ 16,000.00
4	14" DR11 HDPE IPS Waterline by Bore	698	LF	698	0	698	\$ 95.13	\$ 66,400.74
5	12" Gate Valve	5	EA	5	0	5	\$ 2,850.00	\$ 14,250.00
6	12" Tie-in	1	EA	1	0	1	\$ 2,500.00	\$ 2,500.00
7	Fire Hydrant Unit	6	EA	6	0	6	\$ 4,250.00	\$ 25,500.00
8	Automatic Flush Valve Unit (Salvage and Reinstall)	1	EA	1	0	1	\$ 1,500.00	\$ 1,500.00
9	Erosion Control, Restoration, and Seeding	1	LS	1	0	1	\$ 1,645.26	\$ 1,645.26
10	Traffic Control	1	LS	1	0	1	\$ 1,200.00	\$ 1,200.00

Original Contract:	\$ 1,355,430.00
Plus Additions:	\$ 334,740.00
Less Deductions:	\$ 2,632.00
Adjusted Contract:	\$ 1,687,538.00

Value of Work Performed to Date	\$ 1,687,538.00
Plus Materials Stored at Close of	\$ -
Net Amt Earned to Date	\$ 1,687,538.00
Less 5% Retainage	\$ -
Subtotal	\$ 1,687,538.00
Less Previous Pay Applications	\$ 1,603,161.10
Amount Due this Application	\$ 84,376.90

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
COUNTY OF _____

WHEREAS, the undersigned, _____, who being duly sworn, on oath, says that he is the legal representative of Barclays Premier Utility Services, LLC, has been employed by City of Brenham to furnish labor and materials for the installation of the FY19 Water Main Replacements in Brenham, Texas.

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

BY: _____

BARCLAYS PREMIER UTILITY SERVICES, LLC

DATE: 2/28/2020

PRINTED NAME: Victor Boranegua

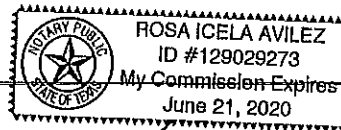
TITLE: President

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____

28th

DAY OF February, 2020

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS.



RECOMMENDED BY: _____

STRAND ASSOCIATES, INC.

DATE: 2/28/2020

APPROVED BY: _____

CITY OF BRENHAM

DATE: _____

This is the final pay request which pays contractor for previously withheld retainage



Strand Associates, Inc.^o
1906 Niebuhr Street
Brenham, TX 77833
(P) 979-836-7937

March 5, 2020

CHANGE ORDER NO. 3

PROJECT: FY19 Water Main Replacements
OWNER: City of Brenham, Texas
CONTRACT: 11-2018
CONTRACTOR: Barclays Premier Utility Services, LLC

Description of Change

3a	Reduction of Base Bid A Item No. 1 Quantity from 3,530 linear feet (LF) to 3,526 LF.	(DEDUCT)	(\$360.00)
3b	Increase of Base Bid A Item No. 5 Quantity from 215 LF to 249 LF.	ADD	\$2,788.00
3c	Reduction of Base Bid A Item No. 8 Quantity from 35 LF to 31 LF.	(DEDUCT)	(\$200.00)
3d	Increase of Base Bid A Item No. 9 Quantity from 1 each (EA) to 3 EA.	ADD	\$2,400.00
3e	Reduction of Base Bid A Item No. 15 Quantity from 4 EA to 3 EA.	(DEDUCT)	(\$1,200.00)
3f	Reduction of Base Bid A Item No. 18 Quantity from 3,660 LF to 880 LF.	(DEDUCT)	(\$8,340.00)
3g	Reduction of Base Bid A Item No. 19 Quantity from 120 LF to 0 LF.	(DEDUCT)	(\$1,200.00)
3h	Reduction of Base Bid B Item No. 1 Quantity from 930 LF to 927 LF.	(DEDUCT)	(\$240.00)
3i	Increase of Base Bid B Item No. 3 Quantity from 45 LF to 60 LF.	ADD	\$1,140.00
3j	Increase of Base Bid D Item No. 8 Quantity from 1 EA to 2 EA.	ADD	\$1,200.00
3k	Increase of Base Bid H Item No. 4 Quantity from 10 LF to 15 EA.	ADD	\$380.00
3l	Increase of Base Bid H Item No. 10 Quantity from 1 EA to 2 EA.	ADD	\$1,000.00
TOTAL VALUE OF THIS CHANGE ORDER:		(DEDUCT)	(\$2,632.00)

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TBPE No. F-8405
TBPLS No. 10030000

City of Brenham–Barclays Premier Utilities Services, LLC
 Contract 11-2018, Change Order No. 3
 Page 2
 March 5, 2020

Contract Price Adjustment

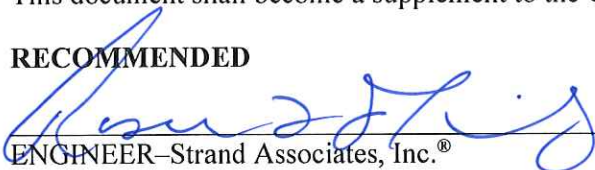
Original Contract Price	\$1,355,430.00
Previous Change Order Adjustments	\$334,740.00
Adjustment in Contract Price this Change Order	(\$2,632.00)
Current Contract Price including this Change Order	\$1,687,538.00

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	December 24, 2019
Contract Final Completion Date Adjustments due to previous Change Orders	47 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	February 9, 2020

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED


 ENGINEER–Strand Associates, Inc.®

2/28/2020
 Date

APPROVED


 CONTRACTOR–Barclays Premier Utilities Services, LLC

3/2/2020
 Date

APPROVED

 OWNER–City of Brenham, Texas

 Date



Memo

To: Mayor Milton Tate
City Council
City Manager
From: Donald Reese *DR*
Date: February 27, 2020
Re: Consent Agenda

On August 17, 2017, Gulf States Protective Coatings, Inc. was awarded Bid #3900.0420/050 related to the 2016 Water Treatment Plant Protective Coatings project. Total bid amount awarded to Gulf States was \$543,675.00.

On February 3rd, Change Order No. 1 for \$1,000 was accepted to replace 11, one-foot-long sections of angle iron on the troughs of Clarifier No. 1.

Due to the discovery of lead-based paint on the chemical feed platform, it was determined that additional work would need to be done to properly abate the lead-based paint. Therefore, Change Order No. 2 was received with a contract price increase of \$20,225.00. This additional amount is necessary to perform lead abatement, including full removal and containment.

Staff recommends the approval of Change Order No. 2 in the amount of \$20,225 to the 2016 Surface Water Treatment Plant Protective Coatings project.



Strand Associates, Inc.
1906 Niebuhr Street
Brenham, TX 77833
(P) 979-836-7937

February 13, 2020

CHANGE ORDER NO. 2

PROJECT: 2016 Surface Water Treatment Plant Protective Coatings Rehabilitation
OWNER: City of Brenham, Texas
CONTRACT: 3900.050
CONTRACTOR: Gulf States Protective Coatings, Inc.

Description of Change

2a	Lead abatement on the Chemical Feed Platform with full removal and containment.	ADD	\$20,225.00
TOTAL VALUE OF THIS CHANGE ORDER:			ADD \$20,225.00

Contract Price Adjustment

Original Contract Price	\$543,675.00
Previous Change Order Adjustments	\$1,000.00
Adjustment in Contract Price this Change Order	\$20,225.00
Current Contract Price including this Change Order	\$564,900.00

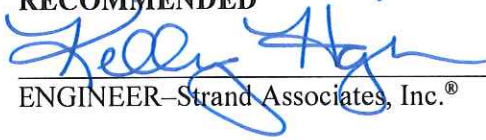
Contract Final Completion Date Adjustment

Original Contract Final Completion Date	May 10, 2018
Contract Final Completion Date Adjustments due to previous Change Orders	0 days
Contract Final Completion Date Adjustments due to this Change Order	700 days
Current Final Contract Completion Dates including all Change Orders	April 9, 2020

City of Brenham—Gulf States Protective Coatings, Inc.
Strand Job No. 3900.050, Change Order No. 2
Page 2
February 13, 2020

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED

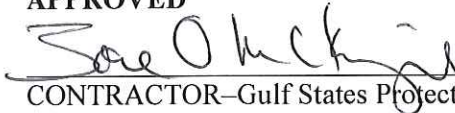


ENGINEER—Strand Associates, Inc.®

2.25.2020

Date

APPROVED



CONTRACTOR—Gulf States Protective Coatings, Inc.

2/17/2020

Date

APPROVED

OWNER—City of Brenham, Texas

Date

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH GARY SNOE

THE STATE OF TEXAS
COUNTY OF WASHINGTON

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

WITNESSETH:

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

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

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

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

B. TERM.

The term of said lease is for a period of thirty (30) years commencing July 1, 2019 and terminating June 30, 2049. The rent for the first year shall be eight (\$.08) cents per square foot per year for 8,800 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

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

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

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

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

F. PROHIBITED USES.

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

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

G. EXPIRATION.

Upon the expiration of this Lease,

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

H. DEFAULT.

Any of the following events constitutes default:

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

I. LESSOR'S RIGHTS UPON DEFAULT.

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

J. MORTGAGE OF LEASEHOLD INTEREST.

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

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

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

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

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

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

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

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

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

C. TRASH, GARBAGE, LANDSCAPING.

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

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

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

D. SIGNS.

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

E. UTILITIES.

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

F. FIELD USE CHARGES.

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

G. PAYMENTS DUE.

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

H. COMPLIANCE WITH RULES.

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

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land" (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of , or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil

Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

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

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

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

L. LESSEE AUTHORITY.

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

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.

4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.

5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.

6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.

7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

EXECUTED this the ____ day of _____, 20__.

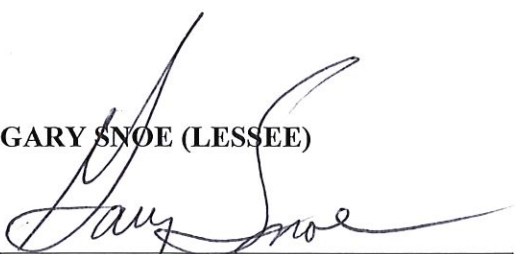
CITY OF BRENHAM (LESSOR)

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

ATTEST:

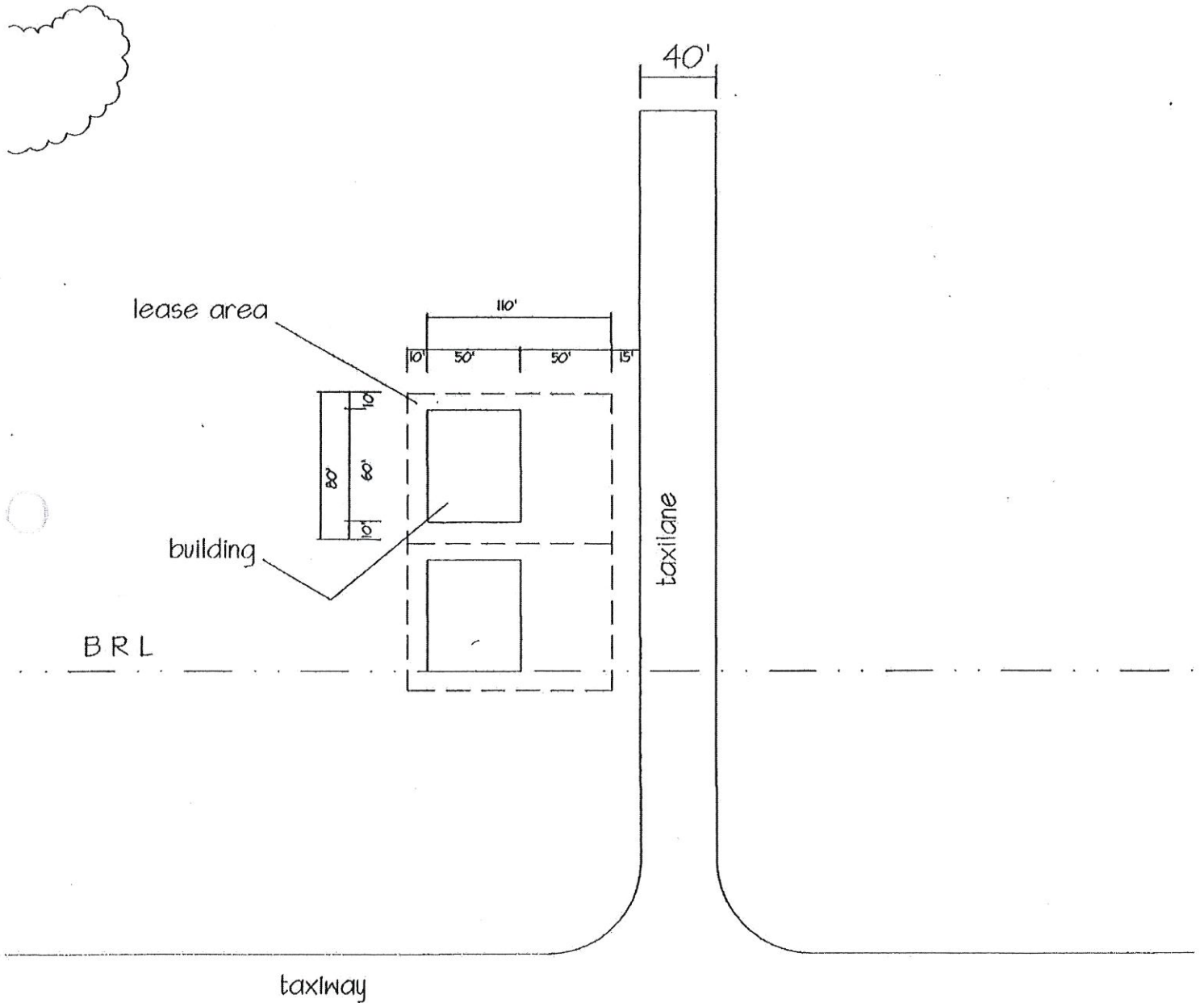
Jeana Bellinger, City Secretary

GARY SNOE (LESSEE)



Gary Snoe
6909 FM 60 E
Somerville, Texas 77879
Gary.snoe@snoeinc.com
(979) 567-0808 *940*
713-898-5073 Cell *1-28-20*

EXHIBIT "A"



LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH GARY SNOE

THE STATE OF TEXAS
COUNTY OF WASHINGTON

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

WITNESSETH:

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

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

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

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

B. TERM.

The term of said lease is for a period of thirty (30) years commencing July 1, 2019 and terminating June 30, 2049. The rent for the first year shall be eight (\$.08) cents per square foot per year for 8,800 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

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

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

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

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

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

F. PROHIBITED USES.

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

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

G. EXPIRATION.

Upon the expiration of this Lease,

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

H. DEFAULT.

Any of the following events constitutes default:

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

I. LESSOR'S RIGHTS UPON DEFAULT.

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

J. MORTGAGE OF LEASEHOLD INTEREST.

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

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

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

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

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

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

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

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

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

C. TRASH, GARBAGE, LANDSCAPING.

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

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

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

D. SIGNS.

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

E. UTILITIES.

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

F. FIELD USE CHARGES.

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

G. PAYMENTS DUE.

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

H. COMPLIANCE WITH RULES.

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

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land" (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of , or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil

Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

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

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

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

L. LESSEE AUTHORITY.

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

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENNHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENNHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENNHAM, TEXAS. The CITY OF BRENNHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENNHAM giving thirty (30) days notice to Lessee or any sublessee.

4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.

5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.

6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.

7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

EXECUTED this the ____ day of _____, 20__.

CITY OF BRENHAM (LESSOR)

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

ATTEST:

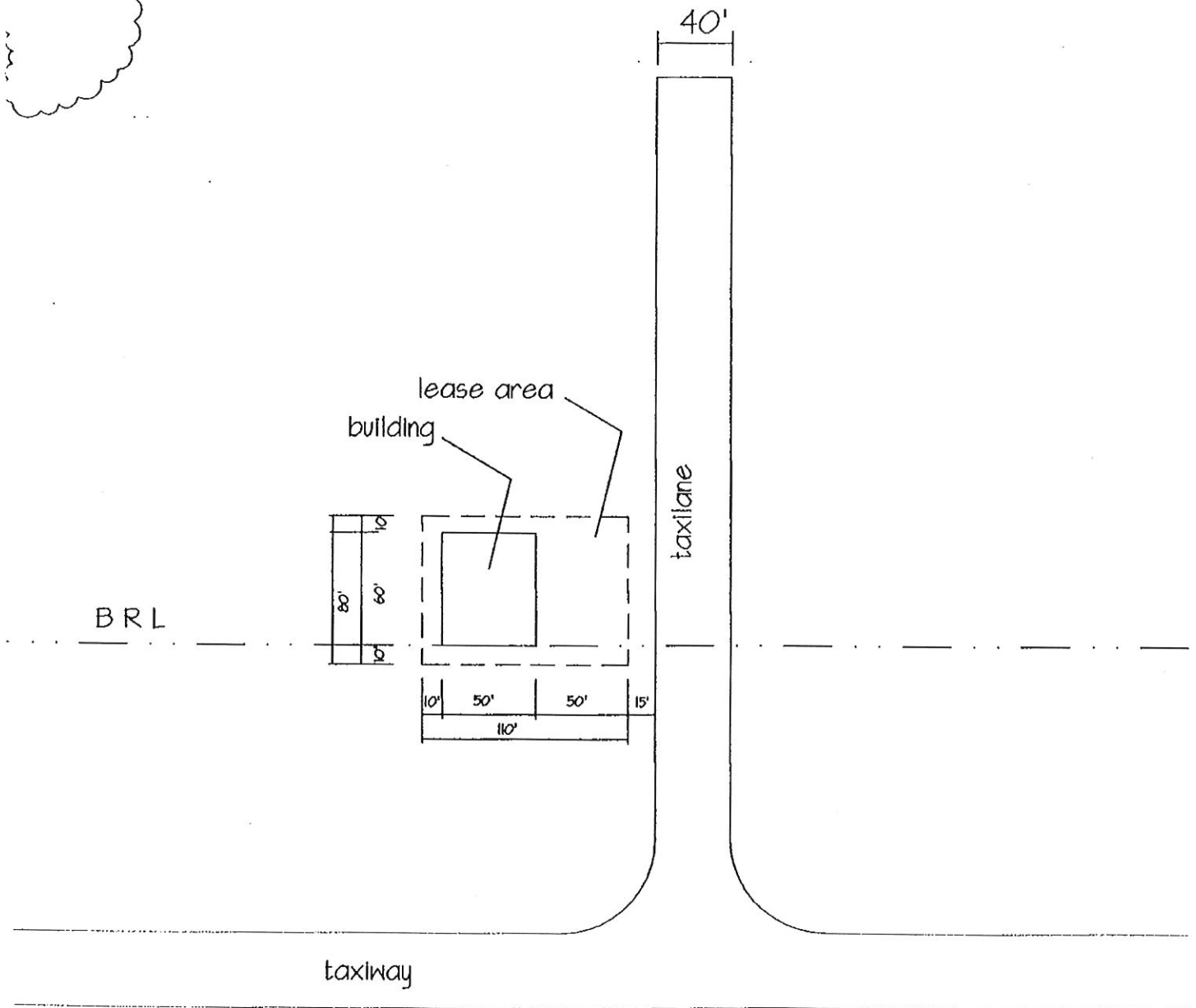
Jeana Bellinger, City Secretary

GARY SNOE (LESSEE)

Gary Snoe
6909 FM 60 E
Somerville, Texas 77879
Gary.snoe@snoeinc.com
(979) 567-0808 *OFF*
713-898-5073 *C-11*

[Signature]
1-28-20

EXHIBIT "A"





AGENDA ITEM 7

DATE OF MEETING: February 20, 2020		DATE SUBMITTED: February 17, 2020	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau/Jeana Bellinger	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-20-009 Approving an Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services Between the City of Brenham and Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling, and Approving 1) Exhibit “A” General Terms and Conditions; 2) Exhibit “B” Commercial Waste Collection and Recycling Services; and 3) Exhibit “C” Residential Waste Collection and Recycling Services to said Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services			
SUMMARY STATEMENT: In August 2019 the City issued a Request for Proposal (RFP) for Solid Waste Services for Residential Collection, Commercial Sanitation, Recycling Services, and Collection Operations for City of Brenham residents and businesses. The City received proposals from four (4) companies: (1) Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling (BVR), (2) Frontier Waste Solutions, (3) Republic Services and (4) Texas Disposal Systems and after evaluating the proposals, it was evident that the local company Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling submitted the best value to the City overall.			
These evaluations were discussed with both the Utilities Subcommittee of Council and the full Council. In January 2020 the City Council authorized city staff to be working with BVR to finalize a solid waste services contract. During two work sessions with Council on February 6th and on February 13th, staff outlined the general terms of the contract and explained that the full implementation of the contract would be a stair-step process as follows: • Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services – March 2020 • Exhibit “A” General Terms and Conditions to the Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services – March 2020 • Exhibit “B” Commercial Waste Collection and Recycling Services – March 2020 • Exhibit “C” Residential Waste Collection and Recycling Services – March 2020 • Exhibit “D” Collection and Transfer Station Services – April 2020			
The City Attorney, along with city staff, have all been working diligently over the last couple of weeks to get the			

first round of contract documents finalized. Staff is recommending the Council approve this Resolution which will approve the following contract documents: “Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services”; “Exhibit A General Terms and Conditions to the Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services”; “Exhibit B – Commercial Waste Collection and Recycling Services” and “Exhibit C – Residential Waste Collection and Recycling Services”.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Resolution No. R-20-009
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve Resolution No. R-20-009 approving an agreement for Municipal Solid Waste Collection, Disposal and Recycling Services between the City of Brenham and Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling, and approving 1) Exhibit “A” General Terms and Conditions; 2) Exhibit “B” Commercial Waste Collection and Recycling Services; and 3) Exhibit “C” Residential Waste Collection and Recycling Services to said Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services
APPROVALS: James Fisher

RESOLUTION NO. R-20-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, PROVIDING FOR THE APPROVAL OF AN AGREEMENT FOR MUNICIPAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES BETWEEN THE CITY OF BRENHAM AND BRANNON INDUSTRIAL GROUP, LLC D/B/A BVR WASTE AND RECYCLING; PROVIDING FOR THE APPROVAL OF 1) EXHIBIT “A” GENERAL TERMS AND CONDITIONS; 2) EXHIBIT “B” COMMERCIAL WASTE COLLECTION AND RECYCLING SERVICES; AND 3) EXHIBIT “C” RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES TO SAID AGREEMENT FOR MUNICIPAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City Council (“City Council”) of the City of Brenham, Texas (“City”) desires to approve an Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services (“Agreement”) with Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling (“BVR”), and Exhibits “A,” “B” and “C” thereto; and

WHEREAS, the City Council desires to approve and Exhibits “A,” “B” and “C” to said Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services; and

WHEREAS, the Agreement and the Exhibits thereto shall be effective upon the City Council and BVR, and the execution of the necessary documents by the parties;

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

- Section 1: That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Brenham, Texas, and are fully incorporated into the body of this Resolution.
- Section 2: That the City Council hereby approves the Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services with Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling (“BVR”).
- Section 3: That the City Council hereby approves 1) Exhibit “A” General Terms and Conditions; 2) Exhibit “B” Commercial Waste Collection and Recycling Services; and 3) Exhibit “C” Residential Waste Collection and Recycling Services to said Agreement for Municipal Solid Waste Collection, Disposal and Recycling Services.
- Section 4: That BVR shall commence performance of the services provided for in Exhibits “B” and “C” on the date stated in the notice to proceed issued by the City.

Section 5: That the City Council hereby authorizes the Mayor to execute any necessary documentation for implementation of this Resolution.

Section 6: This Resolution shall become effective immediately from and after its passage.

RESOLVED on this 5th day of March 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 8

DATE OF MEETING: March 5, 2020		DATE SUBMITTED: February 27, 2020	
DEPT. OF ORIGIN: Development Services		SUBMITTED BY: Shauna Laauwe	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☒ 1ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing a Variance to Minimum Setback Requirements as Outlined in Chapter 14, Mobile Homes, Manufactured Homes and Manufactured Home Parks, of the City of Brenham Code of Ordinances			
SUMMARY STATEMENT: Sandalwood Manufactured Home Park is in preparation to expand the existing manufacture home park located at 2075 FM 389. The applicant has submitted a master plan and preliminary plat to expand the park by 25 lots on 13.95 acres of land adjacent to the south. This is a request from the developer of Sandalwood Manufactured Home Park for a variance to allow open-air carports to be constructed over the proposed parking pads for each pad site. Section 14-9(4)(b) regulates that nonflammable carports have a minimum clearance and setback of 10 feet to a neighboring manufactured home. The applicant intends to give residents an option to place a 20'x18' carport over the parking pads for each home site. However, the parking pads encroach 2 feet into the adjacent home lot and would be situated 8 feet from the adjacent manufactured home, thus the applicant is requesting a Variance to allow the parking pad sites and carports to encroach 2 feet into the adjacent home lot and a 2 foot reduction in the minimum required 10 foot setback from a neighboring manufactured home. In addition, the applicant proposes to place the carports within the 20-foot utility easement that runs along the interior access road. The proposed placements will alleviate placing carports between manufactured homes, provide a uniform location for carports throughout the park, provide covered parking for all spaces, and be consistent with similar carports within the adjoining park. The Owner agrees to move the carports, if necessary, to allow work in the utility easement. This same variance was granted to Countryside Manufactured Home Community (which is adjacent to Sandalwood MHP) in 2014. Staff recommends approval of this ordinance authorizing the variance.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Allows uniform location of carports throughout the park and allows covered parking for all spaces. B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Ordinance for first reading; (2) Variance Request; (3) Exhibit A – Example lot diagram; and (4) Aerial photo			
FUNDING SOURCE (Where Applicable): N/A			

RECOMMENDED ACTION: Approve an Ordinance on its first reading authorizing a Variance to Minimum Setback Requirements as Outlined in Chapter 14, Mobile Homes, Manufactured Homes and Manufactured Home Parks, of the City of Brenham Code of Ordinances

APPROVALS: James Fisher

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, GRANTING A VARIANCE TO SECTION 14-9(4) OF THE CITY OF BRENHAM CODE OF ORDINANCES, CHAPTER 14, REGULATING MOBILE HOMES, MANUFACTURED HOMES, AND MANUFACTURED HOME PARKS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City of Brenham Code of Ordinances, Chapter 14, Mobile Homes, Manufactured Homes, and Manufactured Home Parks provides for standards and regulations regarding manufactured housing and manufactured home parks within the corporate boundaries of the City of Brenham; and

WHEREAS, Chapter 14, Section 14-9(4) states that manufactured homes shall be so located on each space in a manufactured home park such that there shall be minimum clearances and setbacks as follows:

- (b) Twenty (20) feet from any manufactured home or building within the park (except storage buildings and carports constructed of nonflammable material may be within ten (10) feet); and

WHEREAS, as the legislative body of the City of Brenham, the City Council of the City of Brenham, Texas has the authority to grant variances from the terms of the City of Brenham Code of Ordinances, Chapter 14, Mobile Homes, Manufactured Homes, and Manufactured Home Parks; and

WHEREAS, the owner of the property located at 2075 FM 389, Brenham, Texas has proposed to develop a manufactured home park (known as “Sandalwood Manufactured Home Park”) with parking pads to serve all manufactured home spaces in the park; and

WHEREAS, the owner desires to avoid installing carports (said carports being nonflammable and open-air on all sides) in locations where each carport is situated between the manufactured homes, and to provide uniform location for carports throughout the manufactured home park; and

WHEREAS, the owner has requested approval to install said carports on parking pads which will cause each carport to be located within ten feet (10’) of a manufactured home; and

WHEREAS, similar carport locations exist within the adjoining manufactured home park; and

WHEREAS, the owner has agreed to move the carports if necessary, to allow work in the utility easement; and

WHEREAS, the City Council finds that by granting the variance, the spirit of the City of Brenham Code of Ordinances, Chapter 14, Mobile Homes, Manufactured Homes, and Manufactured Homes Ordinance is observed; and

WHEREAS, the City Council further finds that granting the variance is not contrary to the public interest.

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

1. **Findings of Fact:** All of the above premises are hereby found to be true and correct findings of the City Council of the City of Brenham and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.
2. **Variance Granted:** The City Council hereby grants the request for a variance from the provisions of the City of Brenham Code of Ordinances, Chapter 14, Section 14-9(4)(b) which prohibit a carport from being installed within ten feet (10') of a manufactured home. The owner of the property located at 2075 FM 389, Brenham, TX 77833 shall be permitted to install nonflammable, open-air carports on parking pads no closer than eight feet (8') of a manufactured home located on an adjoining lot. Said carports must be properly installed and maintained in good condition. The carports shall be installed as shown on the Sandalwood Manufactured Home Park Typical Carport Site Plan attached hereto as Exhibit "A" and incorporated herein for all purposes. Further, in the event the City of Brenham desires to perform any work in the twenty foot (20') utility easement abutting and adjacent to the interior access road, the owner, at no cost to the City of Brenham and within three (3) days of the City's written request, shall temporarily move, or cause to be temporarily moved, said carports as necessary to allow work in said twenty foot (20') utility easement.
3. **Conflict with Prior Ordinances:** In the case of a conflict between this Ordinance and any provision or clause of previous Ordinances adopted by the City of Brenham, the provisions of this Ordinance shall prevail.
4. **Severability:** Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are severable.
5. **Effective Date:** This Ordinance shall become effective immediately upon and after its passage and publication as may be required by governing law.

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

PASSED and APPROVED on its first reading this the ____ day of _____, 2020.

PASSED and APPROVED on its second reading this the ____ day of _____, 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



150 Venture Drive, Suite 100
College Station, Texas 77845-4514
Tel: 979.731.8000
Fax: 979.846.2893
www.jonescarter.com

February 18, 2020

Ms. Shauna Laauwe
Project Planner
200 W. Vulcan
Brenham, Texas 77834-1059

Re: Variance Request RV1
Sandalwood Manufactured Home Park
Brenham, Texas
Mr. Jerry Calvert
J|C No. 14170-0003-00

Dear Ms. Laauwe:

The purpose of this letter is to request a variance from the Brenham Code of Ordinances, Chapter 14, Section 14-9 for the Sandalwood Manufactured Home Park Expansion Project. The intent of this project is to expand the existing Sandalwood Manufactured Home Park south to provide an additional 24 manufactured homes. The adjoining Countryside Manufactured Home Park operates under a variance that allows carports and driveways to overlap lot lines in order to offset the carport from the manufactured home. This provides more uniform carport locations throughout the park. See **Appendix A** for a copy of the Countryside Manufactured Home Park Variance that was previously granted.

This letter asks that the proposed Sandalwood Manufactured Home Park expansion be granted a variance from the Brenham Code of Ordinances, Chapter 14, Section 14-9 to allow carports and parking spaces to overtop lot lines. An updated Typical Carport Site Plan exhibit can be found as **Appendix B**.

If you have any questions, please contact me at bdobiyanski@jonescarter.com or 979.731.8000.

Respectfully,

Brian P. Dobiyanski, PE
Project Manager
Municipal and District Services

BPD/bjm

\\Jonescarter.Corp\Cfs\Projects\14170\14170-0004-00 Eight Star Manufacture Home Park Plat\Project Management\Deliverables\2020-01-31
Master Plan And Prelim Plat To City\Cob Variance Letter 20200131.Docx

APPENDIX A



For office use only

APPLICATION NO. _____

MEETING DATE: _____

DATE SUBMITTED: _____

CITY OF BRENHAM
GENERAL APPLICATION

Type of Application

- | | |
|---|--|
| ☐ Variance from Appendix A: Zoning | ☐ Zone Change |
| ☐ Specific Use Permit | ☐ Plan Review |
| ☐ Preliminary Plat | ☐ Final Plat/Replat/Amending Plat |
| ☐ Variance from Chapter 21: Signs | ☒ Other: <small>Variance from Chapter 14 setback requirements.</small> |

Property Owners Information

Name Adolph C. Wehmeyer

Principal Officers (If Corporation) President _____

Secretary _____

Address 2103 FM 389

Telephone Number 979-251-2240 E-mail Address dorothywadd@gmail.com

Applicant Information

Name Same as Owner

Address _____

Telephone Number _____ E-mail Address _____

Agent or Engineer Information

Name Wm. R. Krueger, P.E., R.P.L.S. - Jones & Carter, Inc.

Address 1500 South Day Street

Telephone Number 979-836-6631 E-mail Address wkrueger@jonescarter.com

Location of Property

Street Address: 2075 FM 389 Brenham, Texas 77833

Legal Description (attach metes and bounds description if not subdivided):

Subdivision: Country Side Maufactured Home Community Section 1 Block(s): Plat Cabinet 634B W.C.P.R. Lot(s): 1

Zoning Information

Existing Zoning : R3 Manufactured Home Residential

Proposed Zoning: _____

Reasons for requesting zone change:* _____

Variance Information

Section of Code from which variance is described:* Chapter 14 Section 14-9 (4)

Describe variance requested:* Allow Nonflammable Carports to Be Constructed 5 Ft. from interior access road for all spaces in the Subdivision.

Reasons for requesting variance:* 1. Avoid placing Carports (parking cars) between manufactured homes;
2. Allow placement of Carports over the existing parking pads; 3. Provide uniform location for Carports throughout the park;
4. Similar Carport locations exist within the adjoining park; 5. Owner agrees to move Carports if necessary to allow work in utility easement.

Proposed Property Use

Describe in detail the proposed operation at this location:*

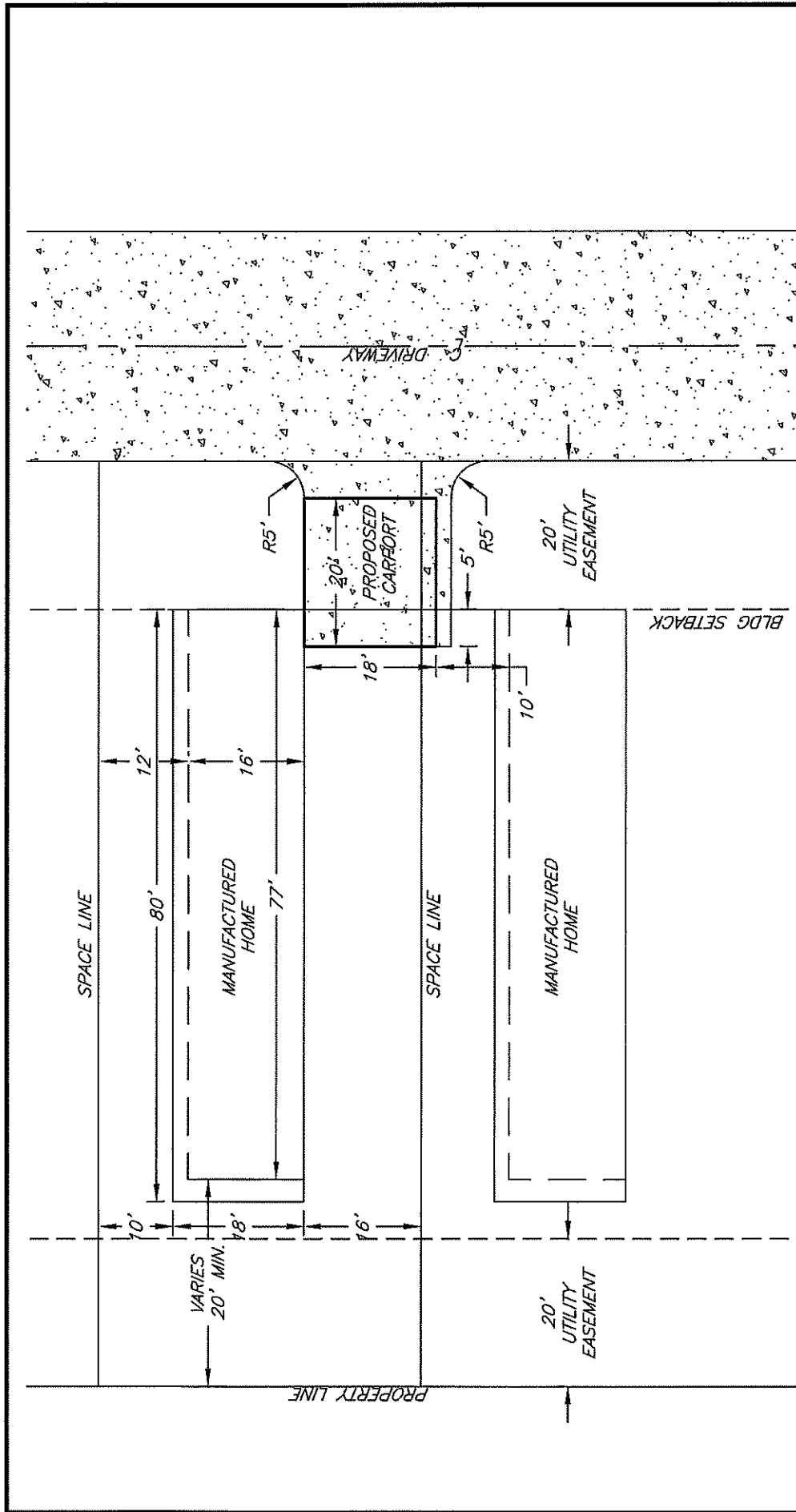
Manufactured Home Park.

Construction Value \$ _____

Site plans are required for variance, special use, and plan review requests; please see Ordinance No. 0-05-007 for minimum site plan requirements.

I, Adolph C. Wehmeyer, being the owner (or authorized agent) of the above described property, do hereby certify the information set forth above is true and correct. I further request that the Planning & Zoning Commission/Board of Adjustments/Plan Review Committee review this matter and take appropriate action.

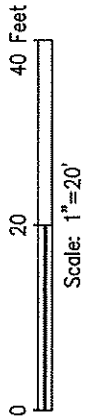
Owner
Wm. R. Kowmeyer 10/13/14
Agent



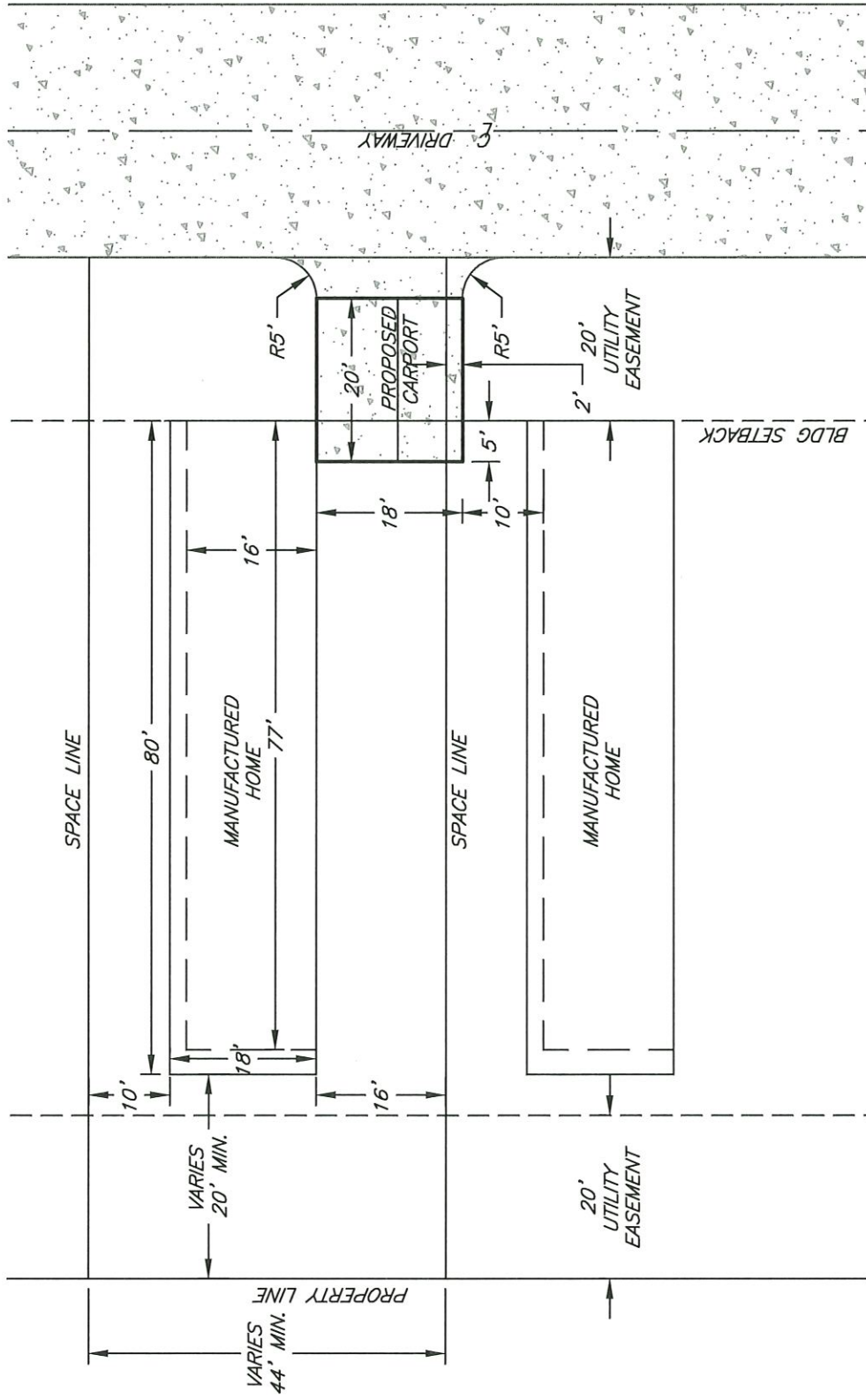
JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS
Texas Board of Professional Engineers Registration No. F-439
 1500 South Day Street, Brenham, Texas 77833 (979) 836-6631

SCALE: 1"=20' DGN. BY: BPD
 DATE: 10-2-2014 DWN. BY: CGM
 JOB NO. B0121-0001 DWG. NO. PERMITS
 SUBMITTED: SURV. BY: _____
 F.B. NO. _____

COUNTRY SIDE MANUFACTURED HOME COMMUNITY **TYPICAL CARPORT SITE PLAN**



APPENDIX B

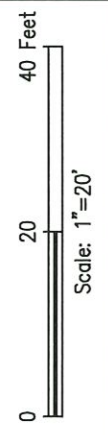


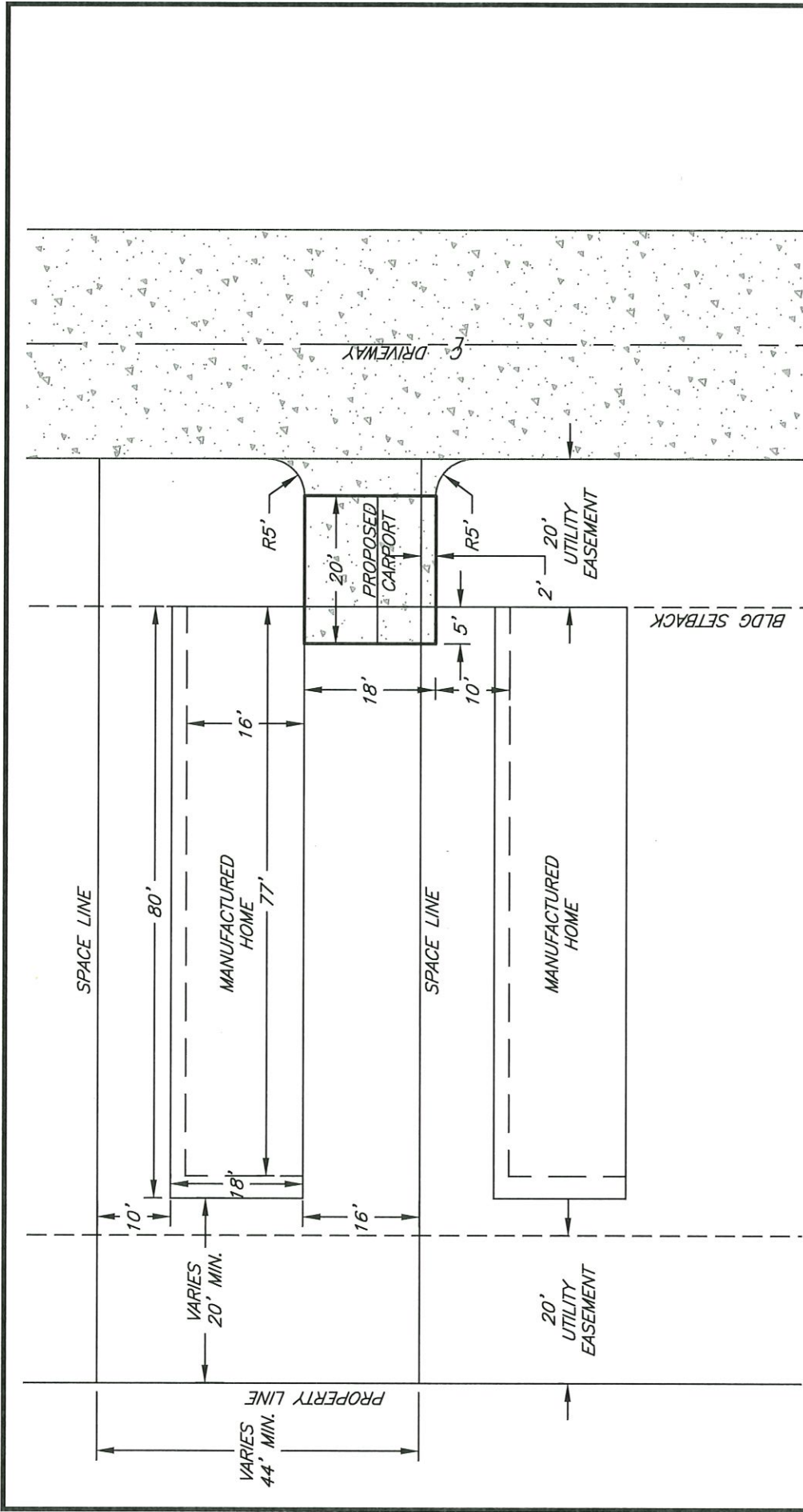
JONES CARTER

Texas Board of Professional Engineers Registration No. F-439
 150 Venture Dr., Suite 100 • College Station, Texas 77845 • 979.731.8000

SCALE: 1"=20' DGN. BY: BPD
 DATE: 02-18-2020 DWN. BY: BJM
 JOB NO. 14170-0004-00 DWG. NO. _____
 SUBMITTED: _____ SURV. BY: _____
 F.B. NO. _____

SANDALWOOD MOBILE HOME PARK TYPICAL CARPORT SITE PLAN



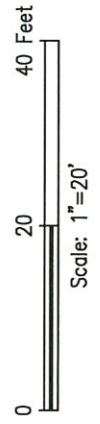


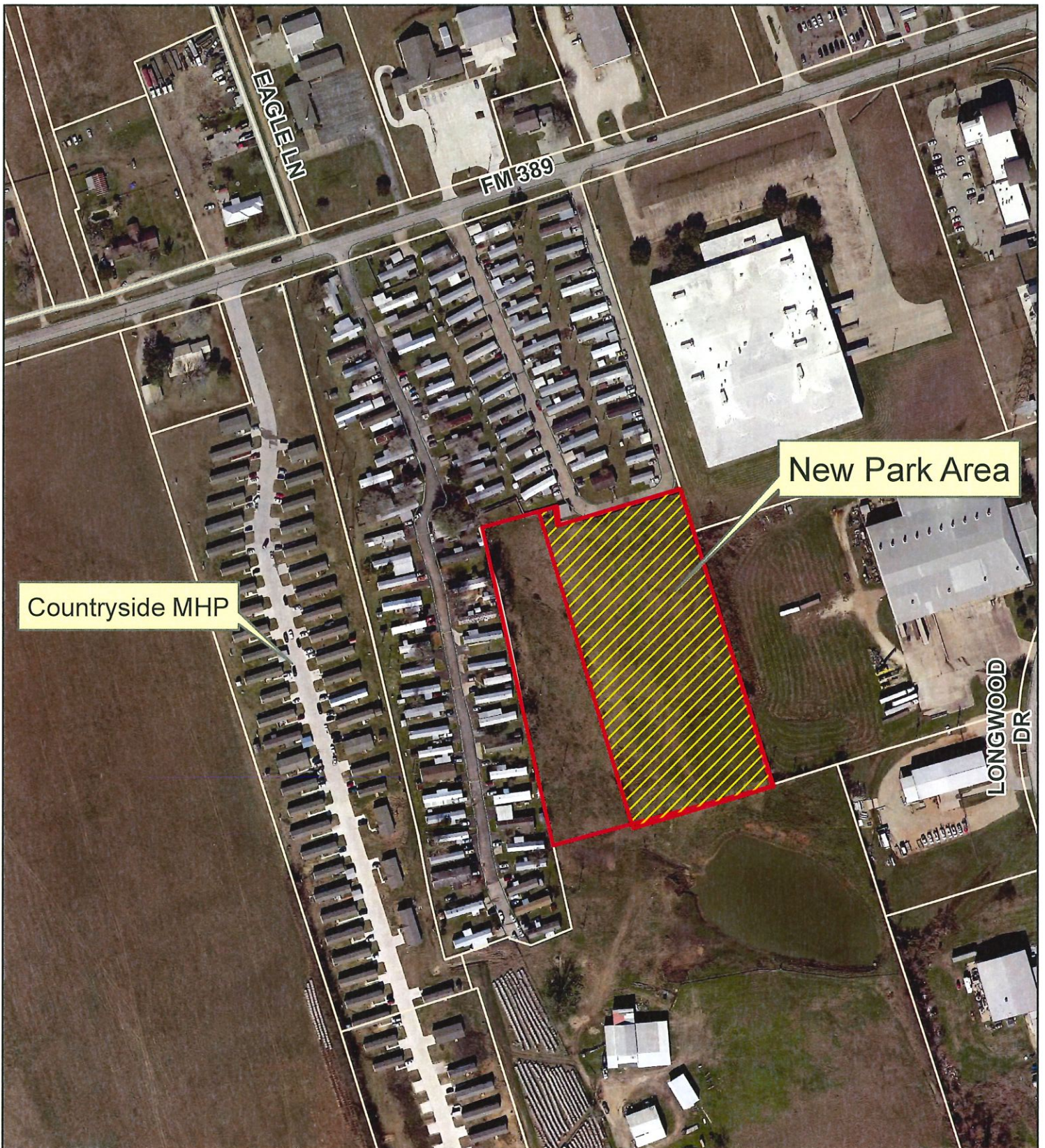
JONES CARTER

Texas Board of Professional Engineers Registration No. F-439
 150 Venture Dr., Suite 100 • College Station, Texas 77845 • 979.731.8000

SCALE: 1"=20' DGN. BY: BPD
 DATE: 02-18-2020 DWN. BY: BJM
 JOB NO. 14170-0004-00 DWG. NO. _____
 SUBMITTED: _____ SURV. BY: _____
 F.B. NO. _____

SANDALWOOD MOBILE HOME PARK **TYPICAL CARPORT SITE PLAN**





Sandalwood Manufactured Home Community Variance for New Development Area

1 inch = 266 feet





AGENDA ITEM 10

DATE OF MEETING: March 5, 2020	DATE SUBMITTED: March 2, 2020	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.071 – Texas Government Code – Consultation with Attorney – Consultation with City Attorney Regarding EEOC Charge No. 460-2020-00543		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: None		
APPROVALS: Milton Y. Tate, Jr.		



AGENDA ITEM 11

DATE OF MEETING: March 5, 2020	DATE SUBMITTED: February 27, 2020	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.071 – Texas Government Code – Consultation with City Attorney and Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Consultation with City Attorney and Discussion Regarding the Barnhill Center at the Historic Simon Theater		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: None		
APPROVALS: Milton Y. Tate, Jr.		



AGENDA ITEM 12

DATE OF MEETING: March 5, 2020	DATE SUBMITTED: February 27, 2020	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Development, Operation and Possible Acquisition of the Barnhill Center at the Historic Simon Theater and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: As discussed in Executive Session		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: As discussed in Executive Session		
APPROVALS: Milton Y. Tate, Jr.		