



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, FEBRUARY 16, 2017 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Ebel**
- 3. Citizens Comments**
- 4. Special Introduction**
 - Director of 9-1-1 Communications**

CONSENT AGENDA

5. Statutory Consent Agenda

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

5-a. Minutes from the January 12, 2017 and January 19, 2017 Regular City Council Meetings **Pages 1-11**

5-b. Ordinance No. O-17-002 on Its Second Reading Authorizing a Variance to Design Standard Requirements, as Outlined in Section 23-22(5)(a) of the City of Brenham's Code of Ordinances, on a Tract of Land Being Described as Tract 374 (WCAD), 0.265604 Acres of Land, Out of the Phillip Coe Survey, A-31, Located at 1118 West Main Street, Brenham, Washington County, Texas **Pages 12-13**

WORK SESSION

- 6. Presentation of the First Quarter Report by the Washington County Convention and Visitors Bureau** **Pages 14-15**
- 7. Presentation and Discussion Related to the Creation of a Neighborhood Commercial (B4) Zoning District** **Pages 16-22**

PUBLIC HEARING

- 8. Proposed Annexation of Approximately 86.664 Acres of Land Situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031 Generally Consisting of Tracts with Frontage Along State Highway 36 North; Land Located West of and Adjacent to Dixie Street that is not Currently within the City Limits and Approximately 1,500 Feet from the “Cloverleaf” Intersection of Highway 290 West and State Highway 36 North** **Pages 23-28**

REGULAR SESSION

- 9. Discuss and Possibly Act Upon the Following Professional Services Agreements Related to Storm Disaster Recovery Work from the May 2016 Storm Event:**
 - a. Professional Services Agreement with O’Malley Strand Associates, Inc. for Storm Damage Repairs to the Wastewater and Water Treatment Plants; and**
 - b. Professional Services Agreement with Gunda Corporation, LLC for Storm Damage Repairs to the Raw Water Intake Structure at Lake Somerville;****and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 29-79**
- 10. Discuss and Possibly Act Upon Bid No. 17-003 for Janitorial Services for Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 80-83**
- 11. Discuss and Possibly Act Upon the Purchase of Equipment for Various City Departments as Shown on the Equipment Schedule Included in the Agenda Packet and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 84-96**
- 12. Discuss and Possibly Act Upon an Equipment Financing Proposal with JPMorgan Chase Bank for the Purchase of Equipment for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 97-110**
- 13. Discuss and Possibly Act Upon an Addendum to the Contract for Participation in the City of Brenham’s Rotation Log for Non-Consent Tows and Authorize the City Manager to Execute Any Necessary Documentation** **Pages 111-138**

14. **Discuss and Possibly Act Upon the Acceptance of a Donation in the Amount of \$15,000.00 to the Brenham Pet Adoption Center and Authorize the Mayor to Execute Any Necessary Documentation** **Page 139**
15. **Discuss and Possibly Act Upon Resolution No. R-17-003 Authorizing the Submission of a Grant Application Through the Criminal Justice Division of the Governor's Office for Conversion to the National Incident-Based Reporting System** **Pages 140-141**
16. **Discuss and Possibly Act Upon the Purchase of Rifle Equipment for the Police Department Using Seized Narcotic Funds and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 142-144**
17. **Discuss and Possibly Act Upon a Recommendation for Appointments to the Brenham-Washington County Hotel Occupancy Tax (HOT) Board** **Page 145**

EXECUTIVE SESSION

18. **Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Deliberation Regarding the Possible Lease, Sale or Exchange of a City-Owned Building and Associated Real Property Located at 110 W. Vulcan Street, Brenham, Texas** **Page 146**

RE-OPEN REGULAR SESSION

19. **Administrative/Elected Officials Report**

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

Adjourn

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

CERTIFICATION

I certify that a copy of the February 16, 2017 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 February 13, 2017 at **12:30 PM**.

Kacey A. Weiss

Deputy City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2017 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on January 12, 2017 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 Gloria Nix
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Mary E. Barnes-Tilley
Councilmember Weldon Williams, Jr.

Members absent:

Others present:

City Manager Terry Roberts, Assistant City Manager of General Government Ryan Rapelye, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Stacy Hardy, Susan Nienstedt, Sara Parker, Director of Community Services Wende Ragonis, Crystal Locke, Fire Chief Ricky Boeker, Assistant Fire Chief Brian Scheffer, Police Chief Craig Goodman, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Erik Smith, Lori Lakatos, Carrie Derkowski, Angela Hahn, Jordan Prigge, Dillon Miertschin, Seth Klehm and Josh Sebastian

Citizens present:

Robbie Gail Charette, Rick Flammer and Taylor Fontenot

Media Present:

Arthur Hahn, Brenham Banner Press; Caitlin Hahn, Brenham Banner Press; and Noelle Buffam, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Pro Tem Nix**

3. Special Recognitions

3-a. Service Recognitions

Luke Ongudu, Public Utilities - 10 Years

Joseph Merkley, Police Department - 15 Years

3-b. New Employees

K9 Robbie – Police Department

Mickey Gressman – Police Department

Alex Saenz – Police Department

Joe Hinds – Fire Department

Chase Jones – Fire Department

Rhye Moschak – Fire Department

4. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Minutes from the December 1, 2016 Regular City Council Meeting

5-b. Ordinance No. O-17-001 on Its Second Reading Amending the FY2015-16 Adopted Budget

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve the Statutory Consent Agenda Items 5-a. and 5-b. as presented.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

REGULAR SESSION

6. Discuss and Possibly Act Upon Resolution No. R-17-001 Approving the Issuance of Multifamily Housing Revenue Bonds by the Washington County Housing Corporation for the Northview Village Apartments Rehabilitation Project

Rick Flammer with the Brenham Housing Authority presented this item. Flammer stated that the Brenham Housing Authority is currently moving to close their first RAD modernization project – Northview Village. Flammer advised that BHA is utilizing Multi-Family Housing Revenue Bonds as one of the financing vehicles for this project. Flammer explained that pursuant to requirements of the IRS code subject to the bonds, the Issuer, Washington County Housing Corporation, must obtain approval of the local jurisdiction where the project is situated before the bonds can be issued, even though the City will have no financial obligation related to the bonds. Flammer stated that therefore, BHA is requesting approval of the bonds by the Brenham City Council.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve Resolution No. R-17-001 approving the issuance of Multifamily Housing Revenue Bonds by the Washington County Housing Corporation for the Northview Village Apartments Rehabilitation Project

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

7. Discuss and Possibly Act Upon the Submission of a Grant Application Through the Criminal Justice Division of the Governor's Office for Conversion to the National Incident-Based Reporting System and Authorize the Mayor to Execute Any Necessary Documentation

Police Chief Craig Goodman presented this item. Goodman explained that Uniform Crime Reporting gathers crime data from law enforcement agencies for statistical analysis. Goodman stated that there are two methods for reporting data, Summary Reporting and Incident Reporting. Goodman stated that the Texas Legislature has mandated that all agencies move away from Summary Reporting to Incident-Based Reporting. Goodman advised that Office of the Governor, Criminal Justice Division is accepting applications from local law enforcement agencies to upgrade technology infrastructure to allow for and support Incident-Based Reporting to the Texas Department of Public Safety. Goodman noted that there is no match required for this grant.

A motion was made by Councilmember Barnes-Tilley and seconded by Mayor Pro Tem Nix to approve the submission of a grant application through the Criminal Justice Division of the Governor's Office for conversion to the National Incident-Based Reporting System 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 Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

8. Discuss and Possibly Act Upon Bid No. IFB 17-001 for the Purchase of a Discharge Spreader Truck for the City of Brenham's Wastewater Treatment Plant and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle explained that during the budget process, Council approved the purchase of a new discharge spreader truck. Ogle stated that this will replace Unit 229, a 1999 model which will be transferred to the Water Treatment Plant. Ogle advised that on November 29, 2016 Public Utilities staff, along with Purchasing staff, opened the bids. Ogle stated that two bids were received with Herrmann International submitting the low bid.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to award Bid No. IFB 17-001 to Hermann International in the amount of \$166,400 for the purchase of a 2017 International 7400 Discharge Spreader Truck for the City of Brenham's Wastewater Treatment Plant 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 Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

9. Discuss and Possibly Act Upon an Election Services Contract Between the City of Brenham and Washington County Related to Election Responsibilities for the May 6, 2017 Election and Authorize the Mayor to Execute Any Necessary Documentation

City Secretary Jeana Bellinger presented this item. Bellinger explained that the Election Services Contract outlines what the City and/or the County will be responsible for during the May 6, 2017 Election process. Bellinger stated this contract is essentially the same one that has been approved in previous years. Bellinger advised the Council that since the construction of the Nancy Carol Roberts Memorial Library has been completed, the polling location for Ward 1 will return to the library (in 2015 we used the American Legion). Bellinger stated that City Hall remains the polling place for Ward 2. Bellinger noted that change was made in 2015 after the relocation of Alton Elementary put it outside the Ward 2 boundary lines.

A motion was made by Councilmember Barnes-Tilley and seconded by Mayor Pro Tem Nix to approve the Election Services Contract between the City of Brenham and Washington County related to election responsibilities for the May 6, 2017 Election and authorize the Mayor to execute the 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 Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

10. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham, Brenham Independent School District and Blinn College for the May 6, 2017 Election and Authorize the Mayor to Execute Any Necessary Documentation

City Secretary Jeana Bellinger presented this item. Bellinger explained that as the City has done in the past, the City, BISD and Blinn will all contract with Washington County to hold the 2017 election. Bellinger noted that the agreement addresses various issues related to the election and outlines what each entity will be responsible for during the election process.

A motion was made by Councilmember Herring and seconded by Councilmember Goss to approve the Interlocal Agreement between the City of Brenham, Brenham Independent School District and Blinn College for the May 6, 2017 elections 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 Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

12. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Ground breaking today at 3:30 p.m. for the expansion of the Hodde Tech Center
- Council meeting date in March has been changed from March 16th to the 23rd
- Chamber banquet is January 31st

Council adjourned into Executive Session at 1:38 p.m.

EXECUTIVE SESSION

11. Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Deliberation Regarding the Possible Lease of a City-Owned Building and Associated Real Property Located at 110 W. Vulcan, Brenham, Texas

Executive Session adjourned at 2:38 p.m.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on January 19, 2017 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 Gloria Nix
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Mary E. Barnes-Tilley
Councilmember Weldon Williams, Jr.

Members absent:

None

Others present:

City Manager Terry Roberts, Assistant City Manager of General Government Ryan Rapelye, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Director of Community Services Wende Ragonis, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Chris Jackson, Public Works Director Dane Rau, Casey Redman, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Erik Smith, and Lori Lakatos

Citizens present:

None

Media Present:

Arthur Hahn, Brenham Banner Press; and Noelle Buffam, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Williams**

3. Citizens Comments

There were no citizen comments.

4. Proclamation

- Fair Housing Month

WORK SESSION

5. Discuss and Review the FY2015-16 Fourth Quarter Financial Report

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller reported that the City experienced favorable performance in the General, Electric, Gas, Wastewater and Sanitation Funds for FY2015-16 as follows:

Fund	FY Ending September 30, 2016 Actual Performance			
	YTD Revenues	YTD Expenditures	Actual Net Revenues	Budgeted Net Revenues
General Fund	\$ 16,317,508	\$ 16,218,075	\$ 99,434	\$ 86,676
Electric Fund	6,852,018	6,561,289	290,729	2,243
Gas Fund	1,263,352	1,348,389	(85,037)	(93,474)
Water Fund	3,908,328	4,739,571	(831,243)	(647,892)
Wastewater Fund	3,531,220	3,294,368	236,852	(4,236)
Sanitation Fund	2,847,099	2,805,051	42,048	(124,117)

REGULAR SESSION

6. Discuss and Possibly Act Upon a One Year Contract Extension, in Accordance with Bid No. 16-005, for Mowing and Cleanup Services for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau advised that on February 4th, 2016 City Council awarded the annual Mowing and Cleanup Services contract to Gene's Services. Rau explained that the contract was for one year with the option to renew if both parties agreed for an additional year, totaling up to 3 years. Rau stated that Gene's Services has done an outstanding job over the last year and the previous 3 years before that and has been willing to work with the city on additions or deletions as they have come up.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Williams to approve the first one year extension of the contract, in accordance with Bid No. 16-005, for mowing and cleanup services to Gene's Services 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 Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

7. Discuss and Possibly Act Upon Resolution No. R-17-002 Regarding Civil Rights Policies and Procedures Required to be Adopted by Grant Recipients for the Award of the Texas Community Development Block Grant, Program Contract No. 7216059, for the Rehabilitation of the Church Street Water Tower

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle stated that on September 15, 2016, the City of Brenham accepted a grant in the amount of \$275,000 from Texas Department of Agriculture for the Church Street Tower Rehabilitation. Ogle explained that in order to comply with rules pertaining to the grant and in accordance with the Housing and Community Development Act, the Age Discrimination Act, the Rehabilitation Act of 1973, and for construction contracts greater than \$10,000, the City of Brenham is required to approve a resolution that states that the city will take action to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability. Ogle stated this resolution is a standard requirement for governmental agencies who receive federal grant funds.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve Resolution No. R-17-002 regarding Civil Rights Policies and Procedures required to be adopted by grant recipients for the award of the Texas Community Development Block Grant, Program Contract No. 7216059, for the Rehabilitation of the Church Street Water Tower.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

8. Discuss and Possibly Act Upon an Order Calling a General Election on May 6, 2017 for the Purpose of Electing One Council Member for Place 1 – Ward 1; One Council Member for Place 3 - Ward 3; One Council Member for Place 5 – At Large; and One Council Member for Place 6 – At Large, Each for Four (4) Year Terms

Hablar de y posiblemente actuar sobre una orden pidiendo una Elección General el 6 de mayo, 2017 Con el Propósito de Elegir Un Concejal para Lugar 1 – Distrito Electoral 1; Un Concejal para Lugar 3 – Distrito Electoral 3; Un Concejal para Lugar 5 – Distrito Abierto; y Un Concejal Lugar 6 – Distrito Abierto, Cada Puesto para Términos de Cuatro (4) Años.

City Secretary Jeana Bellinger presented this item. Bellinger explained that in accordance with the Texas Election Law and the City's election schedule, the city must hold an Election on Saturday, May 6, 2017 to elect one Council Member for Place 1 – Ward 1, one Councilmember for Place 3 – Ward 3, one Councilmember for Place 5 – At Large, and one Councilmember for Place 6 – At Large.

A motion was made by Councilmember Goss and seconded by Mayor Pro Tem Nix to approve an Order authorizing the calling of a general election on May 6, 2017 for the purpose of electing one Council Member for Place 1 – Ward 1; one Council Member for Place 3 – Ward 3; one Council Member for Place 5 – At Large; and one Council Member for Place 6 – At Large, each for four (4) year terms.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

9. Administrative/Elected Officials Report

Fire Chief Ricky Boeker reported on the following:

- Brenham Fire Department Appreciation Dinner is January 25th

City Manager Terry Roberts reported on the following:

- Chamber banquet will be on January 31st
- Brenham Alliance meeting is scheduled for February 28th
- ILA Task Force meeting is March 1st

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-17-002

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, GRANTING A VARIANCE TO SECTION 23-22(5)(a) OF THE CITY OF BRENHAM CODE OF ORDINANCES, CHAPTER 23, REGULATING SUBDIVISIONS, 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 23, Subdivisions, provides for standards and regulations regarding subdivisions within the corporate boundaries of the City of Brenham and the extraterritorial jurisdictional boundaries of the City of Brenham; and

WHEREAS, Chapter 23, Section 23-22(5)(a) *Street Frontage* states that “[e]ach lot shall be provided with adequate access to an existing or proposed public street by frontage on such street;” and

WHEREAS, the Planning and Zoning Commission recommended approval of this variance request at the January 25th, 2017 Planning and Zoning Commission meeting with unanimous approval; 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 23, Subdivisions, pursuant to Section 23-34 of said Code of Ordinances; and

WHEREAS, the property described as 1118 West Main Street, 0.265604 acres out of the Phillip Coe Survey, A-31, Tract 374 (WCAD); and

WHEREAS, the City Council finds that by granting the variance, the spirit of the City of Brenham Code of Ordinances, Chapter 23, Subdivisions 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 23, Section 23-22(5)(a) which requires each lot be provided with adequate access to an existing or proposed public street by frontage on such street, and the City Council hereby finds:
 - 1) that such variance is in accord with the City of Brenham Comprehensive Plan; and
 - 2) that the probable effect of such variance will not create adverse impacts in the vicinity.
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 2nd day of February, 2017.

PASSED and APPROVED on its second reading this the 16th day of February, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 6

DATE OF MEETING: February 16, 2017	DATE SUBMITTED: February 9, 2017
DEPT. OF ORIGIN: Convention and Visitors Bureau	SUBMITTED BY: Lu Hollander
MEETING TYPE: CLASSIFICATION: ORDINANCE: ☒ REGULAR ☐ PUBLIC HEARING ☐ 1ST READING ☐ SPECIAL ☐ CONSENT ☐ 2ND READING ☐ EXECUTIVE SESSION ☐ REGULAR ☐ RESOLUTION ☒ WORK SESSION	
AGENDA ITEM DESCRIPTION: Presentation of the First Quarter Report by the Washington County Convention and Visitors Bureau	
SUMMARY STATEMENT: A copy of the Washington County Convention and Visitors Bureau First Quarter Report is included in the agenda packet. A complete copy of the Washington County Convention and Visitors Bureau First Quarter Report is on file for review in the City Secretary's Office. A copy can also be downloaded from the Washington County Chamber of Commerce website at www.brenhamtexas.com. If you are interested in obtaining a hard copy, please call the City Secretary at 979-337-7567	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference): N/A	
ATTACHMENTS: (1) 1st Quarter Report – Convention and Visitors Bureau	
FUNDING SOURCE (Where Applicable): N/A	
RECOMMENDED ACTION: Discussion only	
APPROVALS: Terry K. Roberts	

WCCC Convention & Visitors Bureau

First Quarter Report: Oct-Dec 2016

OCTOBER

MAJOR TOURISM EVENTS:

- Scarecrow Festival
- Texas Arts & Music Festival
- Texas Brew-Step



Walk In Visitors:

2016 - 672

2015 - 659

ADVERTISING PLACEMENTS:

- *Texas Highways* magazine – full page co-op
- *Texas Monthly* magazine – 1/6 page
- *AARP The Magazine* – 1/6 page



Website Visitors:

2016 – 13,641

2015 – 11,755

EDITORIAL COVERAGE:

- *West Suburban* magazine (Chicago)– feature about attractions in Washington County by Sharon Brass
- *Houston Chronicle* newspaper – feature about Rose Rustlers and Antique Rose Emporium
- *austinchronicle.com* – feature about day trips focuses on Southern Flyer Diner
- *theeagle.com* –feature about Washington on the Brazos



Info Requests:

2016 – 2,517

2015 – 3,311

NOVEMBER

MAJOR TOURISM EVENTS:

- Christmas at the Mansion



Walk In Visitors:

2016 – 422

2015 – 498

ADVERTISING PLACEMENTS:

- *Living* magazine (Houston area) – ½ page
- *TexasMonthly.com* – Home Page Takeover
- *Texas Monthly* magazine -1/6 page



Website Visitors:

2016 – 11,377

2015 – 8,876

EDITORIAL COVERAGE:

- *prweb.com* – feature about Washington on the Brazos



Info Requests:

2016 – 4,388

2015 – 2,305

DECEMBER

MAJOR TOURISM EVENTS:

- Christmas Stroll & Lighted Parade, Jingle Bell Market
- Michael Martin Murphy Concert
- Christmas on the Brazos



Walk In Visitors:

2016 – 691

2015 – 642

ADVERTISING PLACEMENTS:

- *San Antonio* magazine – 1/3 page
- *TexasHighways.com* – rectangle banner



Website Visitors:

2016 – 9,145

2015 – 7,822

EDITORIAL COVERAGE:

- *The Today Show* – feature about Royers Round Top
- *Parade.com* – feature about Washington County by a Geiger writer: Circulation 2,094,162, ad equivalency value \$29,319



Info Requests:

2016 – 1,691

2015 – 632



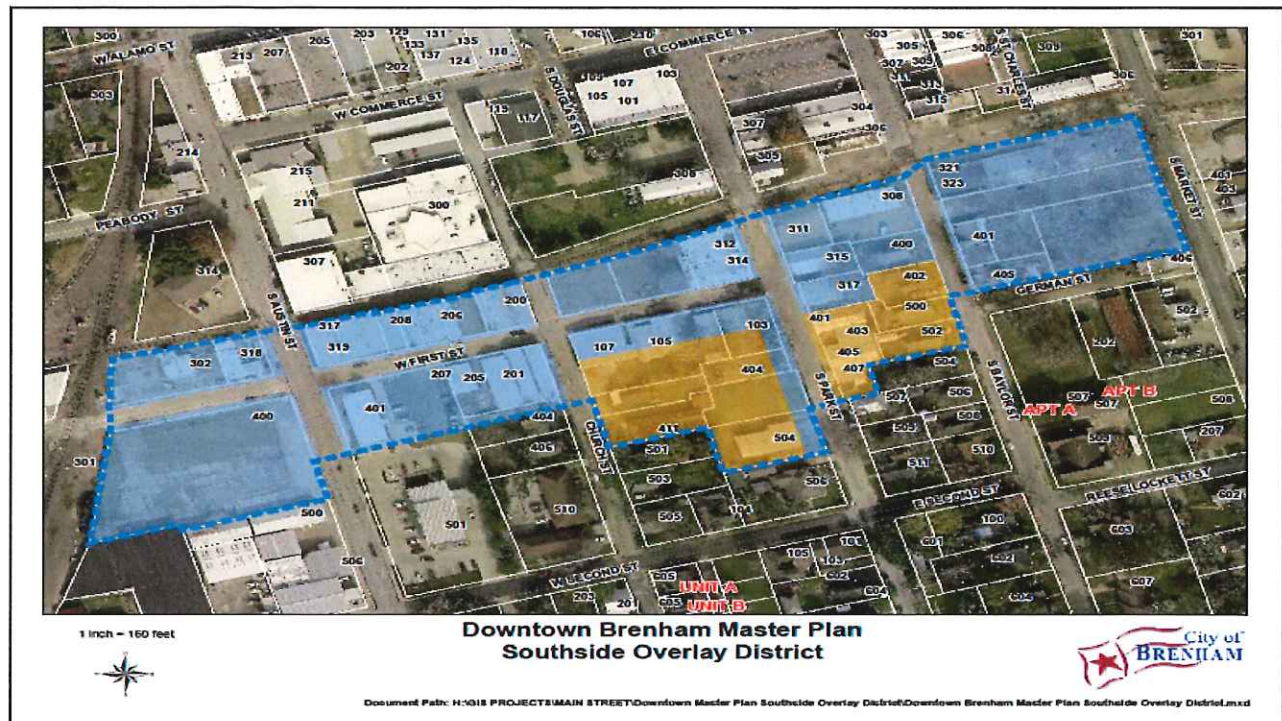
AGENDA ITEM 7

DATE OF MEETING: February 16, 2017	DATE SUBMITTED: February 10, 2017															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith															
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	☒ WORK SESSION															
AGENDA ITEM DESCRIPTION: Presentation and Discussion Related to the Creation of a Neighborhood Commercial (B4) Zoning District																
SUMMARY STATEMENT: The presentation regarding proposals for a B-4 District is located in the packet.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):																
A. PROS:																
B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) PowerPoint Presentation																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: No action required – discussion only.																
APPROVALS: Terry K. Roberts																

B-4 Neighborhood Business District

History

- ▶ Many of the structures have been there for many years and do not comply with current ordinance standards.
- ▶ Property owners approached city staff and the planning committee about looking into a beneficial zoning district for this area.
- ▶ Many of the existing structures and lots in this district have compliance issues.
 - ▶ Parking
 - ▶ Setbacks/bufferyards
 - ▶ Impervious coverage
 - ▶ Area regulations
- ▶ Variances and Special Exceptions would be the only course of action for anyone interested in redeveloping this area. This is a timely process and is not guaranteed.



Permitted Uses

- ▶ B-4 District:
 - ▶ Uses will be similar to those listed in the B-3 Historical Central Business District and B-1 Local Business/Residential Mixed Use District.
 - ▶ Restaurants
 - ▶ Retail
 - ▶ Arts and Crafts
 - ▶ Amusement and Entertainment
 - ▶ Bakeries
 - ▶ Offices

Similar Land Area Regulations as B-3

- ▶ Area regulations
 - ▶ No limit on lot coverage
 - ▶ Height requirement at 45 feet
 - ▶ No parking requirement in lieu of fee paid
 - ▶ This will help fund future satellite parking for the area.

Difference Between B-3 and B-4

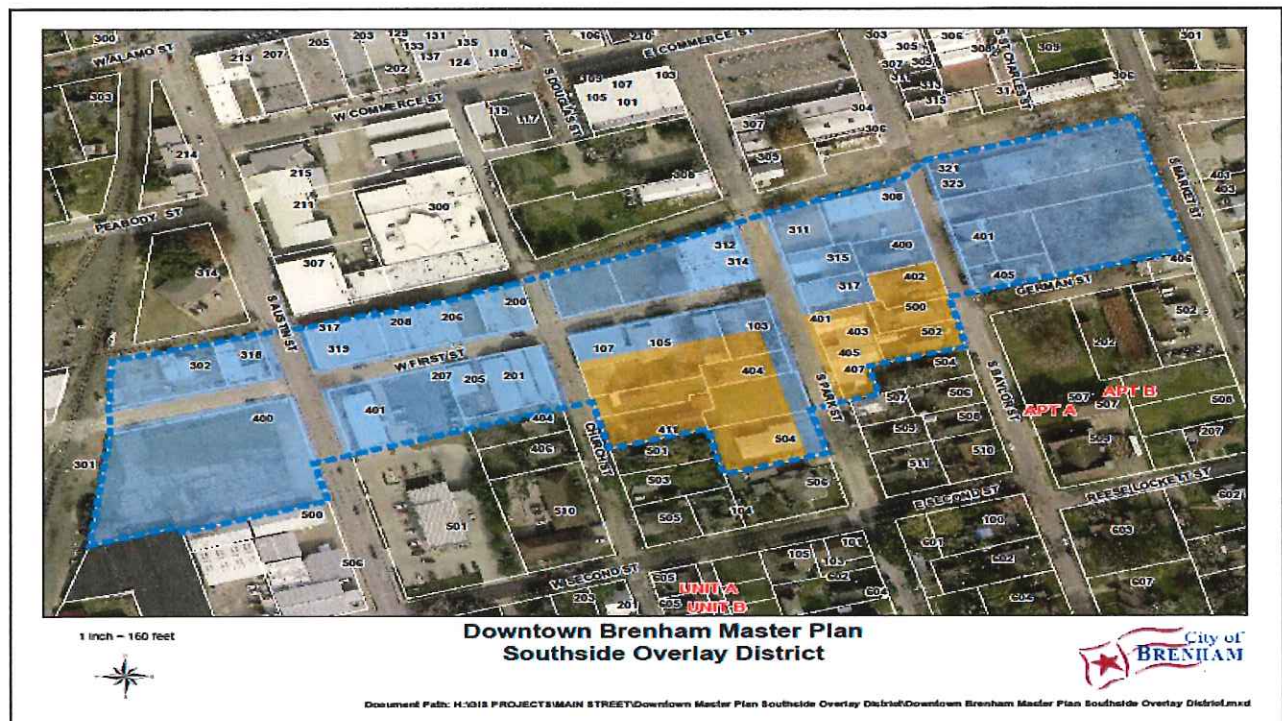
- ▶ There will be an overlay to allow first floor residential (more on that later)
- ▶ The same uses will not all be permitted in each district:
- ▶ Allowed in B-3 not in B-4
 - ▶ Automobile parts sales, new or rebuilt (over counter)
 - ▶ Banks
 - ▶ Bowling alleys
 - ▶ Hotels and Motels (not including Bed and Breakfast)
 - ▶ Mortuaries
 - ▶ Pet shops

Difference in B-3 and B-4 (Cont.)

- ▶ Uses allowed in B-4 not allowed in B-3
 - ▶ Distillery and Brewery
 - ▶ Musical instruments assembly and manufacture design, production and sales
 - ▶ Open (outdoor) display or storage of retail merchandise as an accessory use to uses permitted in the B-4 District.

Neighborhood Business/Residential Overlay District

- ▶ This is also a new use included in a portion of the B-4 District
 - ▶ The overlay would allow for additional uses not allowed in the remaining portion of B-4. Uses allowed in the B-4 would all be allowed in the Overlay.
 - ▶ Uses allowed would include:
 - ▶ Single Family detached
 - ▶ Townhouses
 - ▶ Two-family dwellings or duplexes
 - ▶ Multifamily dwellings
 - ▶ There will be parking and setback requirements for residential uses



Goals of the New District and Overlay

- ▶ Help alleviate a number of potential variance and special exception requests for applicants wanting to revitalize the property.
- ▶ Create parking requirements that fit the district and create a fund to earmark money for future satellite parking to serve this area.
- ▶ Create a walkable community
- ▶ Revitalization

Next Steps

- ▶ Staff sent out postcards to all the property owners affected inviting them to an informal "Town Hall" meeting.
- ▶ The Planning Committee will take comments into consideration prior to starting the rezoning process
- ▶ Staff will initiate the rezoning process and hold a public hearing with the Planning and Zoning Commission for a recommendation to City Council
- ▶ Staff will hold a public hearing and present a final draft document to City Council.
- ▶ An amended fee schedule will be presented setting a rate for off site parking spaces.



AGENDA ITEM 8

DATE OF MEETING: February 16, 2017	DATE SUBMITTED: February 10, 2017															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☒ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☐ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☒ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Proposed Annexation of Approximately 86.664 Acres of Land Situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031 Generally Consisting of Tracts with Frontage Along State Highway 36 North; Land Located West of and Adjacent to Dixie Street that is not Currently within the City Limits and Approximately 1,500 Feet from the “Cloverleaf” Intersection of Highway 290 West and State Highway 36 North																
SUMMARY STATEMENT: Staff has been working with Stylecraft Builders on a planned development for the past year. The property itself is roughly 87 acres. The property is currently not located inside the city limits. The applicant has submitted a petition for voluntary annexation into the city limits. This is just a public hearing to begin the annexation process. There will be an ordinance that the will come to City Council in the future along with the proposed rezoning to a Planned Development District.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Petition for Annexation; (2) Rubenstein and Jenkins Estate Survey; (3) Metes and Bounds; and (4) Aerial Exhibit																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: None – Public Hearing Only																
APPROVALS: Terry K. Roberts																

Petition for Annexation

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, A HOME RULE MUNICIPALITY:

The undersigned, Doug French, Owner(s) of the hereinafter described tract of land, hereby petitions the governing body to extend the present city limits so as to include and annex as part of the City of Brenham, Texas (pursuant to Texas Local Government Code, Chapter 43 and the Brenham Home Rule Charter) the following described territory, to wit:

All that 86.664 acre tract or parcel of land situated in Washington County, Texas out of the Phillip Coe Survey A-31 and being all or a portion of the tract of land called 88.12 acres in an executor's deed dated January 1, 2001 from Cheryl Jean Rubenstein Jenkines, Independent Executrix of the Estate of David P. Rubenstein, to Cheryl Jean Rubenstein Jenkines, Individually as recorded in Volume 980, Page 473 of the Official Records of Washington County and in an executor's deed dated May 8, 2002 from Adella Rubenstein, Independent Executrix of the Estate of Matthews Rubenstein to Adella Rubenstein, Individually as recorded in Volume 1032, Page 533 of the Official Records of Washington County, said 86.664 acre tract being more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes.

The undersigned Owner certifies that the hereinabove described land adjoins the existing corporate limits of the City of Brenham, there are no qualified voters residing in the territory to be annexed, and the person signing this petition represents that CTX Land Investments owns the land in the area to be annexed.

The undersigned Owner acknowledges that the hereinabove described land is the subject of a "Section 43.035 Texas Local Government Code Development Agreement" dated March 21, 2014 and recorded in Volume 1472, Page 403 of the Official Records of Washington County, Texas (the "Agreement") and the Owner hereby waives any and all rights Owner may have pursuant to said Agreement, and voluntarily requests the hereinabove described land be annexed by and into the corporate limits of the City of Brenham, Texas.

Owner:  M.P.

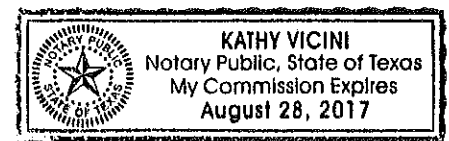
Doug French President
Printed Name:
Title:

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

Before me, the undersigned authority, on this day personally appeared Doug French, President, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 17th day of January, 2017,
20 .

Kathy Vicini
Notary Public in and for the State of Texas



Printed Name:
Commission Expires:

B-3269



Phillip Coe Survey
A-31
Washington County, Texas

Sharon L. Brown and
Bobby Lee Brown
Called 28128 Ac.
206/581 DRNG.

Eugene S. Baker, et ux
Called 8142 Ac.
322/204 DRNG.

86.664 Ac.

Called 8812 Ac.
980/473 DRNG. I
1052/553 ORNG.

State Highway 36

Buyer: Wolff Interests, LTD. L.L.P.

Flood Hazard Statement

According to the Flood Hazard Boundary Map compiled by the U.S. Department of Housing and Urban Development F.I.A., Community Panel No. 48188 0006A Washington County, Texas, dated May 24, 1977, it appears that the subject tract does not fall within the Special Flood Hazard Area.

Surveyor Certification

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE STEWARD TITLE GUARANTY COMPANY,

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, overlapping of improvements, easements or rights of way, except as shown hereon.

This survey was performed in connection with the transaction described in of No. 5060324 of Washington County Abstract Company.

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

John E. Pledger, III
Registered Professional Land Surveyor No. 2183



200 0 200 400 600 Feet
Scale 1"=200'

Estate of Adelia Rubenstein, Deceased, and
Cheryl Jean Rubenstein Jenkins



Pledger and Associates
Land Surveyors

3608 South Bay Street
P.O. Box 1100, Rockwall, Texas 75087
Tele: (972) 948-4811 Fax: (972) 948-6688

Surveyor	John E. Pledger, III	County	A-31	Field, Crew	L.P.
RR.L.S. No.	2183	Survey	Phillip Coe Survey	Completions	N.P.
Date	5/03/06	City		Drafting	N.P.
Update	Washington County, Texas	Address		Work Order	15565

Exhibit "A"
Property Description

ALL THAT TRACT OR PARCEL OF LAND situated in Washington County, Texas out of the Phillip Coe Survey A-31 and being all or a portion of the tract of land called 88.12 acres in an executor's deed dated January 1, 2001 from Cheryl Jean Rubenstein Jenkins, Independent Executrix of the Estate of David P. Rubenstein, to Cheryl Jean Rubenstein Jenkins, Individually as recorded in Volume 980, Page 473 of the Official Records of Washington County and in an executor's deed dated May 8, 2002 from Adella Rubenstein, Independent Executrix of the Estate of Matthews Rubenstein to Adella Rubenstein, Individually as recorded in Volume 1032, Page 533 of the Official Records of Washington County, said 86.664 acre tract being more particularly described as follows:

BEGINNING at a found concrete monument marking the intersection of the Northwest line of State Highway 36 with the West line of Dixie Street for the upper Southeast corner of this tract;

THENCE with the West or Northwest line of State Highway 36 and the East or Southeast line of this tract, S 26° 54' 01" W, 636.99 ft. to a found concrete monument and S 18° 03' 55" W, 210.68 ft. to a found concrete monument marking the beginning of a curve to the left;

THENCE continuing with the West line of State Highway 36 and the East line of this tract in a curve to the left having a radius of 3,417.56 ft., a distance of 1,593.10 ft. (chord S 04° 42' 40" W, 1,578.72 ft.) to a set 1/2" iron for Northeast corner of the Charlotte Beth Woods Smith Tract II called 26.691 acres (588/861 O.R.W.C.) and lower Southeast corner of this tract;

THENCE with the North line of the Smith tract and the South line of this tract,

S 74° 46' 35" W, 396.64 ft. to a tree and fence angle;
S 88° 09' 33" W, 29.76 ft. to a found 1/2" iron pin;
N 80° 37' 49" W, 109.96 ft. to a found 1/2" iron pin and

N 77° 07' 42" W, 168.40 ft. to a found 1/2" iron pin and fence corner for Southeast corner of the Lorea Myrick tract called 4.09 acres (1037/335 O.R.W.C.) and Southwest corner of this tract;

THENCE with the East line of the Lorea Myrick tract called 4.09 acres (1037/335 O.R.W.C.), the L. L. Jantz, et ux tract called 0.886 acres (372/263 D.R.W.C.), the Tom A. Brown, et ux tract called 1.718 acres (1124/093 O.R.W.C.) and the Stewart L. Brown and Betty Sue Brown tract called 219.28 acres (206/531 D.R.W.C.), also the West line of this tract,

N 13° 47' 13" W, 213.28 ft. to a found 1/2" iron pin and fence angle;
N 14° 38' 29" W, 817.40 ft. to a found 1/2" iron pin and fence corner;
N 13° 42' 23" W, 474.95 ft. to a marked tree and fence angle and

N 14° 47' 54" W, 1,386.42 ft. to a set 1/2" iron pin and fence corner for Southwest corner of the Eugene G. Baker, et ux tract called 61.42 acres (322/209 D.R.W.C.) and Northwest corner of this tract;

THENCE with the South line of the Baker tract and the North line of this tract, N 75° 24' 50" E, 1,823.51 ft. to a found 1/2" iron pin and fence corner for Northeast corner;

THENCE departing the South line of the Baker tract with the East line of this tract, S 19° 03' 26" E, 33.37 ft. to a tree and fence angle; S 14° 23' 49" E, 63.06 ft. to a found 1/2" iron pin and fence angle lying in the West line of Dixie Street;

THENCE with the West line of Dixie Street and continuing with the East line of this tract,

S 02° 51' 34" E, 24.61 ft. to a found 1/2" iron pin and fence angle;
S 00° 51' 49" W, 73.56 ft. to a found 1/2" iron pin and fence angle;
S 04° 23' 41" E, 97.51 ft. to a found 1/2" iron pin and fence angle;
S 13° 09' 07" E, 68.34 ft. to a tree and fence angle;
S 14° 20' 25" E, 222.50 ft. to a found concrete monument and

S 04° 23' 30" E, 298.42 ft. to the PLACE OF BEGINNING and containing 86.664 acres of land.



CTX Land Investment, LLC
R12310, Philip Coe, Tract 53, Ac 86.664

1 inch = 778 feet





AGENDA ITEM 9

DATE OF MEETING: February 16, 2017	DATE SUBMITTED: February 7, 2017															
DEPT. OF ORIGIN: Engineer Services Department	SUBMITTED BY: Lori Lakatos															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Following Professional Services Agreements Related to Storm Disaster Recovery Work from the May 2016 Storm Event: a. Professional Services Agreement with O'Malley Strand Associates, Inc. for Storm Damage Repairs to the Wastewater and Water Treatment Plants, b. Professional Services Agreement with Gunda Corporation for Storm Damage Repairs to the Raw Water Intake Repair at Lake Somerville, And Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: During the May 2016 Flood Event multiple sites were damaged throughout the City. FEMA declared Washington County as part of DR-4272 for public assistance. As part of the recovery relief FEMA provides kind-in assistance and hazard mitigation, should the projects meet the benefit cost analysis and will help reduce the risk of these types of damages occurring in the future. Staff has been working with FEMA to include the storm damage under the DR-4272 funding for eligible projects. Staff has also been working with engineering firms to help the City recovery and possibly mitigate potential risks in the future. This item is to enter into professional services agreements with O'Malley Strand and Gunda to start the recovery and mitigation of multiple projects through the City. This will include the repairs to the Water Intake Structure at Lake Somerville and Wastewater and Water Treatment Plant. These agreements do not capture all of the damages that need to be addressed due to the May 2016 storm event. Additional professional services agreements will be considered in the future.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference): N/A																
ATTACHMENTS: (1) Professional Services Agreement with O'Malley Strand Associates, Inc., with scope of work for the Wastewater and Water Treatment Plants Storm Damage Repairs; and (2) Professional Services Agreement with Gunda Corporation, LLC with scope of work for the Raw Water Intake Repair at Lake Somerville																

FUNDING SOURCE (Where Applicable): Reserves. The funding will split among the general fund, water fund, and wastewater fund. It is anticipated that 75% of the funding will be reimbursed through the disaster relief. All of the damages have been identified, but the eligibility and project costs have not been determined by FEMA.

RECOMMENDED ACTION: Approve Professional Services Agreements related to storm disaster recovery work from the May 2016 Storm Event as follows:

- a. Professional Services Agreement with O'Malley Strand Associates, Inc. in the amount of \$360,100 for Storm Damage Repairs to the Wastewater and Water Treatment Plants;
- b. Professional Services Agreement with Gunda Corporation in the amount of \$285,888 for Storm Damage to the Raw Water Intake at Lake Somerville

and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

O'Malley Strand Associates, Inc.

Wastewater and Water Treatment Plant

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. 2017-02
CITY OF BRENHAM
WASTEWATER AND WATER TREATMENT PLANTS STORM DAMAGE REPAIRS**

**THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §**

THIS AGREEMENT made on the _____ day of _____, 2017 entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and O'Malley Strand Associates, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to design Wastewater and Water Treatment Plants Storm Damage Repairs, (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide land surveying, project planning, project design, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter referred to as "Scope of Services," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed

that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. The City's use of any work product prepared by the Engineer for purposes other than for the intended project shall be at the City's sole risk and without liability to the Engineer.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is 120 calendar days beginning from the execution date of this Agreement. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed \$360,100.00, including reimbursable expenses as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

O'Malley Strand Associates, Inc.
203 South Jackson Street
Brenham, Texas 77833
Attn: Mr. Jason Reimer, P.E.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Brenham
200 W. Vulcan St.
Brenham, TX 77833
Attn: City Engineer

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City. Nonpayment within 45 days of receipt of invoice by the City, may at Engineers option, result in suspension of services upon 5 day written notice to the City. Upon receipt of payment in full Engineer will resume services without liability to City for such suspension.

SECTION XVI INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the services covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Washington County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to

the United States, or (b) authorized by law to be employed in that manner in the United States.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the City Manager of said City and attested by the City Secretary and O'Malley Strand Associates, Inc., acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2017.

ENGINEER:

O'MALLEY STRAND ASSOCIATES, INC.

By: _____
Name: Matthew S. Richards
Title: Corporate Secretary

CITY OF BRENHAM, TEXAS

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

ATTACHMENT "A"

PART A - SCOPE OF SERVICES

Wastewater Treatment Plant Project Description:

- A. Repair of approximately 700 feet of channel erosion.
- B. Removal of silt and debris within channel.
- C. Regrading/re-establishment of channel flowline.
- D. Installation of approximately 500 feet of sheet pile wall along channel bend to protect against future erosion.
- E. Installation of stabilized side slopes upstream and downstream of proposed sheet pile wall.
- F. Installation of rock riprap protection upstream and downstream of transition sections.
- G. Replacement of effluent outfall pipe headwall.
- H. Repair of at-grade erosion within facility site.
- I. Installation of internal drainage system within facility to collect and control runoff release to channel.
- J. Replacement of approximately 500 feet of damaged chain link fencing.

Water Treatment Plant Project Description:

- A. Removal of debris and pedestrian bridge from the channel and overbanks.
- B. Repair of scour holes behind concrete pavement and at water main pipeline crossings.
- C. Installation of pre-engineered pedestrian bridge.
- D. Removal/restoration of slope paving.

Scope of Services

The scope of services for this project will include professional engineering and land surveying services necessary for the design and preparation of construction documents suitable for public bid for construction of the proposed improvements.

Task included in this scope are as follows:

A. General

Project Management, Coordination, and Meetings: Engineer will be the primary contact for the proposed project and assist with activities relative to the project with City, subconsultants, and applicable approval agencies. The City shall be notified in advance of all correspondence with other agencies and/or third party stakeholders; documentation of said correspondence will be provided to the City.

Engineer and necessary subconsultants will prepare for and attend meetings with City as needed throughout the project. Meeting minutes will be prepared for all meetings and submitted to City within three business days to document purpose, attendees, discussion topics, relevant decisions, and action items.

Review and update private utility research in the vicinity of the project and illustrate findings on the construction documents accordingly. Assist the City with utility company correspondence for private facilities determined to be in conflict with construction of the proposed improvements.

Review current hydraulic modeling, reports, and plans previously prepared by others and provide potential for modifications to the City.

B. Design Phase Services

Prepare construction drawings, specifications, and opinions of probable construction costs for facilities designed and/or prepared for the proposed repairs as identified in project descriptions under this scope of services.

C. Bidding and Award Recommendation

Assist the City with the bidding and award process including preparation of advertisements, assistance with and/or facilitation of a pre-bid bid meeting, response to bidder questions, preparation of addenda, attendance at bid opening, bid review, and award recommendation.

D. Construction-Related Services

Provide construction contract administration services including shop drawing reviews, review of contractor requests for information and recommended response, attendance at construction progress meetings, periodic site visits, contractor pay request, attendance at final inspection, preparation of list of items to be completed or corrected, record drawings, and project close-out. This scope of services does not include full or part-time observation services. However, those services can be added by amendment if desired.

E. Agency Coordination and Permitting

Assist City with obtaining permitting approval which may include United States Army Corps of Engineers, and Texas Commission on Environmental Quality. This assistance does not include Application for Grant Funding. City shall be responsible for permit fees.

F. Land Survey

Conduct field survey to obtain as-built and/or new topographic survey of the subject area necessary for final design. Survey tasks will include preparation of survey control sheets necessary for construction bid documents, location and depth of existing drainage structures, and cross sections of existing creek.

G. Geotechnical Investigation (Subconsultant proposal attached)

Conduct necessary field and laboratory investigations, testing, and recommendations for sheet pile wall foundations, bridge foundations, etc.

H. Drainage Investigation and Design

Perform drainage investigation, analysis, and design tasks including sheet pile design calculations, riprap design details and standards, shear stress calculations, historic water levels investigation, and upper slope drainage design.

Deliverables

- A. Construction Documents will include plans, project manual with bid documents and specification references, and opinions of probable construction costs. Submission at 50 percent, 90 percent, and Final milestones.
- B. Geotechnical Report

Additional Services

Engineer will provide the following services upon written authorization from City.

- A. Resident Project Representative (RPR)
 - a. Provide an RPR on-site two hours a day, three days a week, for the estimated 140 calendar days of construction. In furnishing observation services, Engineer's efforts will be directed toward determining for the City that the completed project will, in general, conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
 - b. Provide weekly written reports of the contractor activity.
- B. Survey
 - a. Perform field survey for design services.
 - b. Perform construction stake-outs.

Services Not Provided

- A. Hazmat soil testing/evaluation
- B. Wetland Delineation
- C. Flood Studies
- D. Archeological
- E. Land/Easement Procurement
- F. Design Revisions after Approval
- G. Services Related to Buried Waste and Contamination

City's Responsibilities

- A. City agrees that the Contract Documents will require the contractor to name the Engineer as an additional insured on contractor's General Liability and Automobile liability insurance policies and to indemnify Engineer to the same extent that the contractor insures and indemnifies City.
- B. Approve all utility work plans and issue notice to start work and provide all utility agreements by others.

PART B – BASIS OF COMPENSATION

Wastewater and Water Treatment Plants Storm Damage Repairs

The following represents the estimated maximum compensation for the scope of services documented in Part A of Attachment A. If services beyond those specifically identified are determined necessary during the project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City.

Basic Services to be performed on an hourly basis for a fee not to exceed \$316,155. Additional services for RPR and Survey Services to be performed on an hourly basis for an estimated fee of \$11,880 for RPR Services and \$32,065 for Survey Services.

Basic Services

The following is a breakdown of Basic Services Milestone with “Not to Exceed” fee for each Milestone:

- **Design Phase Services**

1. Initial kickoff meeting and data collection and review for each site..... \$ 14,470
2. Geotechnical investigation (subconsultant – 10 percent carry fee)..... \$ 14,630
3. Develop and submit 50 percent design plans for proposed drainage structures and erosion control devices including opinion of probable costs and review with City \$ 77,310
4. Develop and submit 90 percent design plans, specifications, bid form, and final opinion of probable costs and review with City. \$ 108,105
5. Finalize plans and specifications for bidding including required permits..... \$ 50,300
6. Advertise, bid, and make recommendation for award to the City..... \$ 2,975

- **Construction-Related Services**

1. Hold preconstruction conference with contractor, required project coordination including site visits, review of contractor submittals and pay estimates \$ 39,985
2. Perform pre-final and final inspections and prepare record drawings..... \$ 8,380

Total Basic Services “Not to Exceed” Fee..... \$ 316,155

- **Additional Services**

1. Resident Project Representative \$ 11,880
2. Surveying \$ 32,065

Total for All Services..... \$ 360,100

ATTACHMENT “B”

INSURANCE



December 12, 2016

O'Malley Strand Associates, Inc.
203 South Jackson Street
Brenham, Texas 77833

Attn: Mr. Jason Reimer

Re: Proposal for Geotechnical Engineering Services
Wastewater Treatment Plant Sheet Piling
Old Chappell Hill Road
Brenham, Texas
Terracon Proposal No. PA1165184

Dear Mr. Reimer:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. This proposal outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

1.0 PROJECT INFORMATION

This project involves the proposed construction of a sheet piling wall along an existing creek located to the north of the existing wastewater treatment plant on Old Chappell Hill Road in Brenham, Texas. The sheet piling is planned to be embedded between 18 to 22 feet below the top of the bank along the existing creek. The proposed sheet piling is planned to be approximately 450 feet in length, based on Google Earth® imagery.

2.0 SCOPE OF SERVICES

The services to be provided by Terracon are summarized in the following paragraphs.

Field Program: We proposed the following field program:

Item	Description
Borings	Six borings to depths of about 40 feet in the area of the proposed sheet piling. Total footage is planned to be 240 feet.
Soil Sampling	Continuous to 10 feet then at 5 foot intervals, tube samplers in cohesive soils and split-barrel sampler in non-cohesive soils.
Groundwater	Water level observations during drilling and upon completion of drilling.

Terracon Consultants, Inc. 6198 Imperial Loop College Station, Texas 77845
P [979] 846 3767 F [979] 846 7604 terracon.com



Item	Description
<u>Continued from Page 1.</u>	
Borehole Backfilling	Boreholes will be backfilled with soil cuttings. Excess auger cuttings will be disposed of on the site.
Sample Discarding	Samples will be discarded 60 days after the report is issued.

Conditions: Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. Terracon will notify Texas811, a free utility location service, to help locate public utilities within the dedicated public utility easements. If underground utilities are known to exist within the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located in the field.

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. During drilling, test samples will generally be collected utilizing either tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. Upon completion of our field program, the borings will be backfilled with soil cuttings.

We plan to use standard truck mounted drilling equipment to access the boring locations. This scope of services assumes that the site can be accessed during normal business hours and does not include services associated with site clearing, surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Laboratory Testing. The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, and grain-size analyses.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provide Boring Logs and a Boring Location Plan. The report will also provide geotechnical engineering recommendations which will address the following:

- Site and subgrade preparation; and
- Sheet pile design and construction considerations.

Schedule. We can initiate our field program within two weeks following authorization to proceed, if
Responsive ■ Resourceful ■ Reliable

site access and weather conditions will permit. We anticipate completion of our services and submittal of our final report within three weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

3.0 COMPENSATION

For the scope of services outlined herein, we estimate a total cost of \$8,900. The cost of our services will not exceed these figures without approval of the client.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$150 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

4.0 AUTHORIZATION

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the Client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon boreholes that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our geotechnical services. The geotechnical scope of services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the geotechnical exploration services.

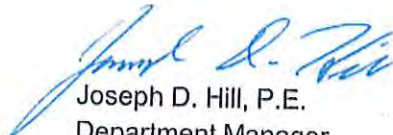
Proposal for Geotechnical Engineering Services
Wastewater Treatment Plant Sheet Piling ■ Brenham, Texas
December 12, 2016 ■ Terracon Proposal No. PA1165184

Terracon

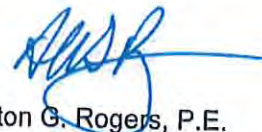
Agreement for Services. This scope of services will be authorized by O'Malley Strand Associates, Inc. in accordance with the "Professional Services Agreement" between O'Malley Strand Associates. and Terracon Consultants, Inc., dated February 24, 2016.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,
Terracon Consultants, Inc.
(Texas Firm Registration No. F-3272)



Joseph D. Hill, P.E.
Department Manager



Alton G. Rogers, P.E.
Senior Associate / Office Manager

Attachment: Agreement for Services

Responsive ■ Resourceful ■ Reliable

January 23, 2017

O'Malley Strand Associates, Inc.
203 South Jackson Street
Brenham, Texas 77833

Attn: Mr. Jason Reimer

Re: Cost Estimate for Geotechnical Engineering Services
Pedestrian Bridge
Water Treatment Plant
Brenham, Texas
Terracon Document No. PA1175012

Dear Mr. Reimer:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide geotechnical engineering services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

1.0 PROJECT INFORMATION

The project involves the proposed construction a pedestrian bridge within the existing water treatment plant off of State Highway 36 in Brenham, Texas. The pedestrian bridge is planned to span an existing creek. The depth of the creek is estimated to be about 10 feet. Loadings for the proposed bridge were unavailable at the time of this proposal, but is assumed to be lightly loaded.

2.0 SCOPE OF SERVICES

A brief summary of the services to be provided by Terracon is provided in the following paragraphs.

Field Program: As requested, we plan the following field program:

Item	Description
Borings ¹	■ Two soil borings to depths of about 30 feet on each side of the existing creek in the area of the proposed bridge. Total footage is planned to be 60 feet.
Soil Sampling	Continuous to 10 feet, at five feet intervals thereafter.
Groundwater	Water level observations during drilling and upon completion of drilling.
Borehole Backfilling	Boreholes will be backfilled with soil cuttings. Excess auger cuttings will be disposed of on the site.

Terracon Consultants, Inc. 6198 Imperial Loop College Station, TX 77845
P [979] 846 3767 F [979] 846 7604 terracon.com

Item	Description
<i>Continued from Page 1.</i>	
Sample Discarding	Samples will be discarded 60 days after the report is issued.
1.	All boring depths will be measured from existing grade at the time of our field program.

The drilling services for this project will be performed by either Terracon's in-house drillers or a drilling subcontractor. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Samples will be obtained continuously to a depth of 10 feet and five feet thereafter. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. Borings will be backfilled with soil cuttings, after the completion of drilling and patched with either an asphaltic concrete or a non-shrink grout, if applicable.

This cost estimate assumes that the site can be accessed with standard truck mounted drilling rig during normal business hours and does not include services associated with site clearing, location of on-site underground utilities, or the use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

This cost estimate does not include the costs associated with surveying in ground elevations for the borings. This cost can be provided if requested.

During the field exploration, some property damage may result, such as rutting and damage to vegetation. We will take reasonable measures to minimize this damage; however, restoration from any damage that occurs is not part of our scope of services.

Terracon will notify Texas811, a utility location service, to locate utilities within dedicated public easements. If utilities are known to exist along the project alignment, Terracon should be provided the opportunity to review utility plans to avoid the existing lines. Terracon cannot be responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located.

Laboratory Testing. The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, and grain-size analyses.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional Geotechnical Engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which will include the results of the field and laboratory testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide Geotechnical Engineering recommendations which will address the following:

- Site and subgrade preparation; and
- Foundation design and construction guidelines.

Schedule. We can initiate our field program within two weeks following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our final report within three weeks of the completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

3.0 COMPENSATION

For the scope of services outlined herein, we estimate a total cost of \$4,400. The cost of our services will not exceed these figures without approval of the client.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$155 per hour would apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the Geotechnical report and would not be incurred without prior approval of the client. Drill rig standby time, due to circumstances created by the client or client's representative, will be billed at \$205 per hour in addition to the total cost stated above.

4.0 AUTHORIZATION

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the Client informs Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon boreholes that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the initiation of Geotechnical field services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our Geotechnical services. The Geotechnical Scope of Services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the Geotechnical exploration services.

Cost Estimate for Geotechnical Engineering Services
Pedestrian Bridge ■ Brenham, Texas
January 23, 2017 ■ Terracon Document No. PA1175012



Agreement for Services. This scope of services will be authorized by O'Malley Strand Associates, Inc. in accordance with the "Professional Services Agreement" between O'Malley Strand Associates. and Terracon Consultants, Inc., dated February 24, 2016.

We appreciate the opportunity to provide this budget estimate and look forward to working with you on this project.

Sincerely,

Terracon Consultants, Inc.
(Texas Firm Registration No. F-3272)

A blue ink signature of Joseph D. Hill.

Joseph D. Hill, P.E.
Department Manager

A blue ink signature of Alton G. Rogers.

Alton G. Rogers, P.E.
Senior Associate / Office Manager

Attachment: Agreement for Services

Gunda Corporation, LLC.

Raw Water Intake Structure

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. E2016-06
CITY OF BRENHAM RAW WATER INTAKE REPAIR AT LAKE SOMERVILLE**

**THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §**

THIS AGREEMENT made on the _____ day of _____, 2017 entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Gunda Corporation, LLC ("Engineer").

WITNESSETH:

WHEREAS, the City desires to repair failing slope protection at the City's raw water intake, said raw water intake being located at Lake Somerville (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide land surveying, project planning, project design, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to

herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses, and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Work is 180 calendar days beginning from the execution date of this Agreement. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII

ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Attachment "A," up to an amount not to exceed \$285,888.00, including reimbursable expenses as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Gunda Corporation, LLC
32731 Egypt Lane, Suite 501
Magnolia, TX 77354
Attn: Kyle A. Bertrand, P.E.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Brenham
200 W. Vulcan St.
Brenham, TX 77833
Attn: City Engineer

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

SECTION XVI INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Washington County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Contractor further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the City Manager of said City and attested by the City Secretary and Gunda Corporation, LLC, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2017.

ENGINEER:

Gunda Corporation, LLC

By: _____
Name: Rajesh Tanwani, P.E.
Title: Vice President

CITY OF BRENHAM, TEXAS

Milton Tate, Mayor

ATTEST:

Jeana Bellinger, City Secretary

ATTACHMENT "A"
PART A - SCOPE OF SERVICES
City of Brenham
Project No. E2016-06
Raw Water Intake Repair at Lake Somerville

Description of Project

The project proposed by the City of Brenham includes repair of failing slope protect and reestablishment of the maintenance access road for the pump station located at Lake Somerville (Preliminary Investigation field observation attached). Project purpose and necessary repairs identified include:

- Re-establish slope & foundation stability under gabions
- Repair/replace damaged gabion baskets
- Re-establish south end cap embankment and gabions
- Re-construction south end cap adjacent slope embankment
- Re-establish north end cap embankment slope and gabion support
- Reconstruction slope embankment above gabions in front of pump well
- Re-enforce / add stairwell supports
- Provide for upper slope drainage collection and redirect to a lake outfall
- (eliminate runoff over gabion slope)
- Re-enforce existing gabion slope (entire reach)
- Investigate soil nail support of gabion baskets and of vertical wall to south of wall
- Establish more accessible maintenance road to pump station
- Reconstruction unsupported fencing
- Proposed de-silting of intake area and around debris screen (last performed in 1995)

Scope of Services

The scope of services for this project will include professional engineering and land surveying services necessary for the design and preparation of construction documents suitable for public bid for construction of the proposed improvements.

Task included in this scope include:

A. General

Project Management, Coordination, and Meetings - Gunda will be the primary contact for the proposed project and coordinate all activities relative to the project with City Staff, subconsultants, and applicable approval agencies. The City, shall be notified in advance of all correspondence with other agencies and/or third party stake holders and documentation of said correspondence shall be provide to the City.

Gunda and necessary subconsultants shall prepare for and attend meetings with City staff as needed throughout the project. Meeting minutes shall be prepared for all meetings and submitted to City within 3 business days to document purpose, attendees, discussion topics, relevant decisions, and actions items.

Review and update private utility research in the vicinity of the project and illustrate findings on the construction documents accordingly. Assist the City with utility company coordination for private facilities determined to be in conflict with construction of the proposed improvements.

Review of most current hydraulic modeling, reports, and plans previously prepared and provide recommendations for modifications to the City.

B. Design (Phase II Engineering Design)

Prepare construction plans, specifications, and estimates of probable construction costs for facilities designed and/or prepared for the proposed repairs as identified in this scope of services.

C. Bidding & Award Recommendation

Assist the City with the bidding and award process to include preparation of advertisements, assistance and/or facilitating a pre-bid bid meeting, response to bidder questions, addenda, bid opening, bid review, and award recommendation.

D. Phase III Construction Services

Provide Phase III construction services to include shop drawing reviews, review of contractor request for information (RFI) and recommended response, attendance at construction progress meetings, periodic site visits, attendance of final inspection and punch list preparation, project close-out. This scope of does not include full or part time inspection services. However, those services can be added by supplemental if desired.

E. Agency Coordination & Permitting

Assist City of Brenham with coordination and obtaining permitting approval which may include, but limited to, USACE, TCEQ, TWDB. This coordination does not include Application for Grant Funding.

F. Land Survey (Sub consultant proposal attached)

Conduct field survey to obtain as-built and/or new topographic survey of the subject area necessary for final design of the facility. Survey tasks will include; preparation of Survey Control sheets necessary for construction bid documents, detail of the pump station slab, stairway, gabions, gabion failure locations and end caps, intake location, and adjacent slopes.

G. Geotechnical Investigation & Materials Testing during Construction

(Sub consultant proposal attached)

Conduct necessary field and laboratory investigations, testing, and recommendations of repairs to establish slope stability implantation of methods such as soil nails, slurry, grouting, etc.

H. Drainage Investigation & Design (Sub consultant proposal attached)

Drainage investigation, analysis, and design tasks will include, but are not limited to: gabion design calculations, gabion design details and standards, shear stress calculations, historic water levels investigation, and upper slope drainage design.

I. Storm Water Pollution Prevention Plan (SW3P) - Preparation of a storm water pollution prevention plan required during construction activities.

J. Environmental Studies (Sub consultant proposal attached) – Preparation of Categorical Exclusion (CE) documents with appropriate supporting documentation to support CE determination for proposed repairs.

Deliverables

1. Construction Documents to include plans, project manual with bid documents and specification references, and estimates of probable construction costs. Submission at 50%, 70%, 90%, and Final milestones.
2. Geotechnical Report (Draft and Final Reports)
3. Drainage Analysis Letter Report – Summarizing findings and recommendations investigated in this scope of services.

PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

Project No. E2016-06

Raw Water Intake Repair at Lake Somerville

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this agreement. If services beyond those specifically identified are determined necessary during the project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City of Brenham.

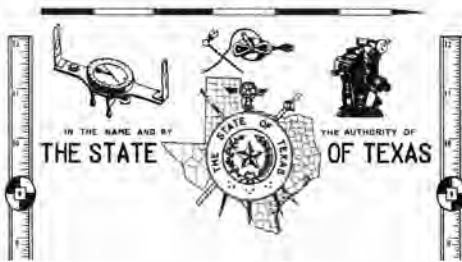
The recommended budget for this scope of services is:

Scope Item	Base Fee	Sub Markup @ 10%	Totals
A. thru D. PM, Design, Bidding, Construction Phase Services	\$117,700.00	\$ -	\$117,700.00
E. Agency Coordination & Permitting	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00
F. Land Survey	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00
G. Geotechnical Investigation & Materials Tesing	\$ 55,819.00	\$ 5,582.00	\$ 61,401.00
H. Drainage Investigation & Design	\$ 38,000.00	\$ 3,800.00	\$ 41,800.00
I. SW3P	\$ 3,750.00	\$ -	\$ 3,750.00
J. Environmental Studies	\$ 28,170.00	\$ 2,817.00	\$ 30,987.00
Reimbursable Expenses	\$ 2,750.00	\$ -	\$ 2,750.00
Total Recommended Budget	\$271,189.00	\$ 14,699.00	\$285,888.00

Notes: 1. Reimbursable Expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include travel, deliveries, postage, graphical reproduction, etc.

ATTACHMENT “B”

INSURANCE



HODDE & HODDE
LAND SURVEYING, INC.
Registered Professional Land Surveying
613 E. Blue Bell Road
Brenham, Texas 77833-2411

OFFICE PHONE: (979) 836-5681
FAX: (979) 836-5683
www.hoddesurveying.com
TEXAS FIRM REGISTRATION NO. 10018800

June 1, 2016

Gunda Corporation
Attn: Mr. Kyle A. Bertrand, P.E.
32731 Egypt Lane, Suite 500
Magnolia, Texas 77354
(713)-541-3530

RE: Surveying Services for the City of Brenham's Raw Water Intake structure and Spillway at Lake Somerville

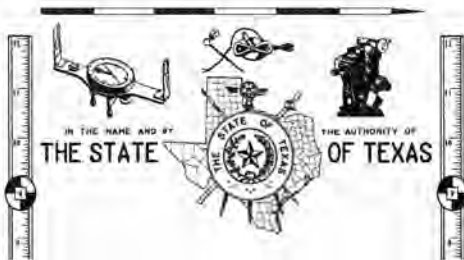
Mr. Bertrand,

We appreciate the opportunity to provide surveying services for you and the City of Brenham on and in connection with the Lake Somerville Raw Water Intake repair project. I reviewed the map and information provided by you showing the locations of required surveying, along with the scope of services. Surveying services for this project are as follows:

- Set horizontal and vertical control
- Locate the pump station slab and stairway
- Locate gabion baskets and the toe of the slab to assist in analysis of failure of gabion baskets as well as various on-site slope stability issues
- Locate intake structure along with silt deposits within intake structure for proposed de-silting procedure
- Detail adjacent slopes and end caps related to intake structure

The horizontal survey control and data will be relative to the Texas State Plane Coordinate System (NAD-83), and vertical survey control and data will be relative to NAVD-88 datum. A digital CAD file (in standard dwg format) as well as paper prints showing all the data explained above will be provided. A boundary survey is not included in this proposal.

Our company utilizes current technology state of the art equipment including surveying grade (high accuracy) GPS Surveying Systems, total station and robotic theodolites with hand held computer data collectors, four wheel ATV's, and digital CAD computer software and hardware. We bring years of experience in boundary surveying, topography and land planning to you and your project. We have provided surveying services in Texas for over 50 years. Please visit our website at www.hoddesurveying.com



HODDE & HODDE
LAND SURVEYING, INC.
Registered Professional Land Surveying

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Brenham, Texas 77833-2411

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TEXAS FIRM REGISTRATION NO. 10018800

Surveying services are invoiced using an hourly rate schedule. We try within reason to estimate the hours required to perform the services requested to arrive at a cost estimate. The cost estimate to perform the surveying services as described above is estimated at approximately \$10,000± plus applicable sales tax. We can begin this project within 3 weeks of authorization to proceed.

If you would like to proceed with the survey we will prepare a contract for surveying services and fax or email it to you for your approval and signature.

Please call if you have any questions or need additional information.

Thank you for your business.

Sincerely,

Jon E. Hodde, RPLS No. 5197
Hodde & Hodde Land Surveying, Inc.
613 East Blue Bell Road
Brenham, Texas 77833

jon@hoddesurveying.com (email)
www.hoddesurveying.com (website)
(979)-836-5681 (voice)
(979)-836-5683 (fax)

Proposal No. PHA16-016-000
February 25, 2016

Mr. Kyle A. Bertrand, P.E. – Branch Manager, Montgomery County Office
Gunda Corporation
32731 Egypt Lane, Suite 500
Magnolia, TX 77354

**Re: Proposal for Geotechnical Engineering Services
City of Brenham – Lake Somerville Raw Water Supply Intake
Lake Somerville, Texas**

Dear Mr. Bertrand:

On the basis of the information received by our office via electronic mail transmittal and our subsequent telephone conversations held on February 18 and 22, 2016, **Raba Kistner Consultants, Inc. (RKCI)** is pleased to submit this proposal for geotechnical engineering services to Gunda Corporation (CLIENT) for the above-referenced project. The broad objectives of our study will be to determine subsurface conditions at the subject site and to provide design and construction recommendations for the proposed shoreline restoration and erosion protection project. Described in this contract are:

- our understanding of currently perceived project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our project lump sum fee.

Project Description

We understand that the existing slope above the City of Brenham raw water intake in Lake Somerville is experiencing erosion and possible instability. The slope is currently protected by basket gabions that run for approximately 270 feet from south of the intake structure to the dam embankment north of the intake structure. Basket gabions consist of wire mesh with approximate dimensions of 3'x3'x1.5' and extend about 30 ft horizontally into the slope and approximately 28 feet vertically up the slope (from lake surface).

Field observations performed by CLIENT on February 1, 2016 indicate failures are mostly concentrated within the reach directly protecting the intake and pump station structures (about 100 feet horizontally) and consist of washouts from behind baskets and some basket mesh failures. These observations are summarized below.

- Most of the gabion wall north of the intake looks to be secure; the original geomat along the top is still intact. However, a few locations along the embankment north of the intake show signs of washout failures. The south end cap has eroded about 10 feet horizontally for the majority of the slope, leaving approximately 6 feet horizontally of baskets (2 baskets) unsupported and dangling up the slope. The adjacent slope, south of gabions, is now mostly vertical.
- The north end cap is mostly intact, but the top baskets have rotated due to the erosion of the adjacent slope soils.
- There appears to be no collection of drainage at the top of slope; the overland runoff down the slope appears to aid the erosion of the supporting soils under the gabions. Two corrugated metal pipes (CMP) are located along the slope north of the intake structure. However, inlets were not found for these pipes. Additionally, the pipes outfall at the top of the gabion slope.
- The fencing post at the northwest corner of the pump station has become unsupported due to erosion. The gate to the stairway is the only support for this corner of the fence, post, and concrete foundation. Portions of the soil under the concrete stairway to the water have washout, leaving portions of the stairway unsupported. The reinforced embankment slope in front of the pump station has several washout and failure locations.
- Some woody vegetation has grown through the gabions.
- Maintenance access berm is located at the top of gabion slope. Berm is earthen, irregular with varying widths. The slope above access berm is steep (>2:1) and heavily vegetated.
- North dam embankment outlet structure has a stage gage along support column. High water elevation appears to be approximately 258 feet.
- Water level within lake varies depending on season and annual precipitation.
- 2011 drought exposed about 50 feet of the intake structure and lake floor outside of the gabion toe retaining wall.

Elevations for top of slope and lake bottom in the vicinity of the intake structure were obtained from the USGS Topographic Quadrangle for Somerville, Texas. The 7.5-minute topographic quadrangle indicates a top of slope elevation of about 258 ft-msl and a lake bottom elevation of approximately 210 ft-msl. Current water surface elevation is approximately 233 ft-msl, or 25 feet below top of slope.

Area Geology

The Geologic Atlas of Texas Austin Sheet (1974) indicates the subject site is situated within the Late Eocene Manning Formation. Late Eocene sediments exposed in the outcrop belt of east-central Texas were deposited predominantly in shallow marine environments, with intervals of non-marine sediments and beds of volcanic ash present in the higher parts of the section. Strata were deposited in parasequence-

scale cyclic units, ranging from 3 to 15 meters (10 to 50 feet) in thickness, that are separated by exposure surfaces. The Manning Formation consists of a mixture of sandstones and mudstones, with numerous lignite beds and some volcanic ash deposits. Lignite layers are present at or near the base of cycles and are usually overlain by marine deposits.

Field Study

Based on the length of the project area and elevations for lake bottom (at base of slope) and top of slope, we propose to conduct three (3), 80-ft deep borings, spaced evenly along the top of slope above the city intake structure, in order to assess subsurface conditions at the subject site. In addition, a fourth boring will be completed, in the water and in front of the slope, to a depth of 50 feet below the mud line. A total of 290 vertical feet is planned.

Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks or using recreational grade GPS. Our scope of services does not include surveying of the boring locations. However, **RKCI** recommends that the final boring locations be surveyed in the field by the CLIENT or their representative.

The borings will be advanced to the depth specified with testing at specific intervals. Standard penetration tests (SPTs) will be conducted every 5 feet in borings until SPT refusal of less than 6 inches penetration. After that point, a NX Double Wall Core Barrel will be used to core the competent rock formation as described above. Thin-wall sampling tubes will be taken at discrete points to obtain undisturbed samples of cohesive soils, if encountered.

Water levels will be measured in the borings upon completion of drilling, if applicable. One of the borings on top of the existing slope will be converted to a temporary piezometer to allow for long-term monitoring of groundwater. Water level readings will be measured in the piezometer after 24 hours and approximately 30 days after completion of drilling, at which time the piezometer will be plugged and abandoned.

Immediately following completion of drilling activities, the remaining three boreholes will be backfilled with cement-bentonite grout mixture. The auger cuttings generated during the drilling operations will be spread on the ground surface around each of the boreholes.

Laboratory Study

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compressive strengths, consolidated-undrained triaxial compression with pore pressure measurements, dry unit weight determinations, soil dispersion, and grain size analyses including hydrometer tests. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards.

Engineering Analysis and Report

The field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written engineering report. Included therein will be recommendations for erosion control and stabilization of the existing slope and gabion basket structures.

Slope stability will be analyzed using the SLIDE program (v. 6.029) developed by Rocscience, Inc. The program randomly generates trial failure surfaces and evaluates the factor of safety for each trial surface. The program allows a large number of potential shear surfaces to be investigated to determine the critical failure surface for each of the analyzed slope configurations.

The Geotechnical Engineering Report may include the following information and recommendations, if applicable:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing result summary;
- A review of general site conditions including a description of the site, subsurface stratigraphy, groundwater depths, and the presence and condition of fill or unsuitable materials, if encountered.
- Results of our slope stability analyses, including:
 - calculated safety factors;
 - method of analyses;
 - loading conditions;
 - soil parameters used; and
 - stability analysis results summary.
- Recommendations to limit erosion and stabilize basket gabions.

Our scope of work does not include a geologic fault study nor does it include conducting test pits at the site.

The final report will be reproduced electronically.

Tentative Project Schedule

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within five to seven working days of receiving written authorization to proceed, provided that the site is accessible to truck-mounted drill rigs and the CLIENT has supplied us with all available information regarding existing utilities and below-grade structures on site (if any). The field exploration and laboratory testing phases of the study are expected to take approximately twenty working days to complete. The engineering report will be submitted within an additional ten working days following completion of the laboratory testing. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

Project Cost

The total not-to-exceed cost for the study outlined herein is attached to this proposal. The budget cost estimate shows the estimated quantities and total cost of the geotechnical study. Should unusual subsurface conditions be encountered in the field indicating the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Budget Cost Estimate.

RKCI has not been provided by the CLIENT with existing slope elevation and plan and section information. It is our understanding that topographic surveys and/or as-built construction drawings of the existing gabion basket erosion protection structure will be provided by CLIENT. Further, it is our understanding that access to all boring locations for a conventional, truck-mounted drilling rig and underground utility clearance will be provided by the CLIENT prior to our field exploration services.

Historically, the cost of our field services is about 45 percent of our total fee. These services are predominantly provided by subcontractors. In order to promptly pay our subcontractors and continue to be able to respond to your needs, we will send you an interim invoice for 45 percent as soon as the field exploration phase of our study is complete.

It should be noted that our study scope (and project cost) do not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observation costs should be included in the project budget.

It should also be noted that our study scope (and project cost) do not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

Acceptance

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Budget Estimate

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very Truly Yours,

RABA KISTNER CONSULTANTS, INC.



John D. Brown, P.E.
Manager, Geotechnical Services



(for) Martin Vila, P.E., F. ASCE
Senior Vice President

JDB/MV/dar
Attachments: Budget Estimate

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Date: _____



STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.
5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..
9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
13. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
14. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,
15. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
16. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
18. **OWNERSHIP OF DOCUMENTS.** R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

Budget Estimate - PHA16-016-00
City of Brenham Intake at Lake Somerville

Item	Description	Estimated Quantity	Unit	Cost	Extension
1	Site visit and mobilization of crew and equipment				
	a) Pre-mobilization coordination (per hour)	4	\$	160.00	\$ 640.00
	b) Mobilization/Demobilization of Drill Rig and Support Vehicle (lump sum)	1	\$	345.00	\$ 345.00
	c) Mob/Demob Pontoon Drill (lump sum)	1	\$	805.00	\$ 805.00
	d) Mob/Demob Personnel and Support Boat (lump sum)	1	\$	345.00	\$ 345.00
	e) Mobilize/Demobilize RKCI Engineer from our Houston office. (lump sum)	1	\$	950.00	\$ 950.00
2	Geotechnical drilling and sampling				
	a) Augering: 4.25" Hollow Stem Auger, 3 borings @ 80' (per l.f.)	30	\$	15.00	\$ 450.00
	b) Rock Coring w/ NQ Size Core Barrel (per l.f.)	210	\$	23.00	\$ 4,830.00
	c) Piezometer Installation (per l.f.)	80	\$	11.50	\$ 920.00
	d) Piezometer abandonment after 30 Days (lump Sum)	1	\$	1,465	\$ 1,465.00
	e) Grout Boreholes (per l.f.)	290	\$	7	\$ 2,030.00
	f) Pontoon Drill and Support Boat - 50' Boring (per day)	1	\$	3,395	\$ 3,395.00
	g) Pontoon and Support Boat Crew Per diem (per day)	1	\$	260	\$ 260.00
	h) Crew Per Diem (per day)	4	\$	250	\$ 1,000.00
	i) RKCI Logger and vehicle (per day)	4	\$	1,200	\$ 4,800.00
	j) Standby Time (per hour)	-	\$	250	
3	Laboratory Testing				
	a) Moisture Content (ASTM D 2216) (ea.)	55	\$	9	\$ 495.00
	b) Atterberg Limit (ASTM D 4318) (ea.)	18	\$	62	\$ 1,116.00
	c) Percent Passing No. 200 Sieve (ASTM D 1140) (ea.)	18	\$	48	\$ 864.00
	d) Unconfined Compression (ASTM D 2116)	18	\$	45	\$ 810.00
	e) Consolidated-Undrained Triaxial (ASTM D 4767)	3	\$	1,800	\$ 5,400.00
	f) Hydrometer (ASTM D 422)	6	\$	128	\$ 768.00
	g) Pinhole Test (ASTM D 6572)	6	\$	286	\$ 1,716.00
4	Geotechnical engineering studies, consultation, and report preparation				
	a) Principal (per hour)	2	\$	195	\$ 390.00
	b) Senior Project Manager, P.E. (per hour)	40	\$	180	\$ 7,200.00
	c) Staff Engineer (per hour)	80	\$	95	\$ 7,600.00
	d) Drafting (per hour)	8	\$	65	\$ 520.00
	e) Clerical (per hour)	3	\$	62	\$ 186.00
Total					\$ 49,300.00

January 12, 2017

Mr. Kyle Bertrand, P.E.
Gunda Corporation, LLC.
6161 Savoy, Suite 550
Houston, TX 77036

RE: Drainage and Gabion Design for Repair of City Water Intake Facility at
Lake Sommerville, TX
City of Brenham, TX

Mr. Bertrand:

This letter presents the general scope and fee for the requested technical hydraulic design for the referenced project. The scope of services includes the hydraulic analysis, gabion and reinforcement design, and drainage design associated with the proposed structure reinforcement and bank re-establishment associated with the repair of the lake slope and intake facility. The project is required due to the existing slope and gabion reinforcement failure during the previous high lake level events. Additionally, PEC will aid in the production of any required permitting (eg. USACE, TCEQ) as well as any grant application submittals for additional funding (eg. FEMA, TWDB). Specifically, the task to be performed will include the following:

1. Field Visit and Data Collection of Pertinent Information
2. Processing of Survey Data
3. Flood Frequency Analysis of Lake Elevations
4. Gabion Hydraulic Computations and Design
5. Coordination/ Identification of Slope Instability Areas and Reinforcement Needs
6. Coordination of Repair/ Design Concepts
7. Slope and Top Bank Drainage Design
8. Provide signed and sealed calculation and related PS&E sheets
9. Coordination/Assist City of Brenham with USACE Permits, TCEQ Permits, and TWDB Funding Request Forms.

The proposed fee for these hydraulic task is provided as follows:

Project Hydraulic Computations and Design	\$23,000
Permit Application & Submittal Package	\$9,000
Grant Application & Submittal Package	\$6,000

The total proposed fee for these hydraulic task is \$38,000, inclusive of design, permit submittals and grant applications. The reimbursement will be based on a lump sum billing of the above listed hydraulic task fees as needed or performed for this project.

Thank you,

A handwritten signature in black ink, appearing to read "Kurt Killian", written in a cursive style.

Kurt E. Killian, P.E.
Petrichor Engineering Concepts, Inc.
TBPE # 16725

SCOPE OF SERVICES TO BE PROVIDED BY KLOTZ ASSOCIATES, INC.
Drainage Repairs/Improvements in the City of Brenham
Washington County, Texas
January 18, 2017

The services to be provided by Klotz Associates, Inc. (the ENGINEER) include preparation of three Categorical Exclusion (CE) documents with appropriate supporting documentation to support a CE determination for the proposed drainage repairs and improvements in the City of Brenham in Washington County. Three CE documents will be prepared for the following locations or group of locations:

1. Location 1 – Burleson St. (highlighted blue on the attached Table 1)
2. Location 21 – Lake Somerville (highlighted green on the attached Table 1)
3. Locations 2, 5, 6, 7, 8, 9, 12, 17, 18, 19, 20, 25 and 27 (highlighted yellow on the attached Table 1)

All of the proposed projects involve federal funding through the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). None of the projects would require any additional right-of-way (ROW).

This scope of services and cost estimate is based on each of the project locations or group of locations being approved as a FEMA N4 CE (Federal Assistance for Actions Involving Stream Work and Modification and Floodways) under Department of Homeland Security (DHS) Instruction Manual 023-01-001-01, Revision 01, Implementation of the National Environmental Policy Act. The assumption of a N4 CE is based on all improvements being constructed in compliance with the N4 conditions. If this assumption turns out otherwise for any of the locations, then the documentation would be elevated to an Environmental Assessment (EA). The preparation of an EA for any location is not included in this scope of services. Should an EA be determined necessary, the ENGINEER will perform the associated work as additional services.

The work required is described below according to each task to be performed for each of the CE documents. The CE documentation will be prepared in accordance with FEMA's guidelines and requirements as of the date of this scope of services.

Task 1 – Data Collection

The ENGINEER shall collect, review and evaluate any necessary available and appropriate data pertaining to these projects and/or the project areas, including but not limited to, land use, aerial/infrared photography if available, historical and archeological site listings, digital orthophoto quadrangle maps, national wetland inventory maps, floodplain maps, vegetation cover maps and any pertinent information related to these proposed projects.

Task 2 – Land Use

The ENGINEER shall conduct a field visit to document and confirm existing land use.

Task 3 – Cultural Resources

AmaTerra will review existing files held by the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC) to determine if any previously recorded National Register-listed properties or districts, National Historic Landmarks, Registered Texas Historic Landmarks (RTHLs), State Archeological Landmarks (SALs) archeological sites or archeological surveys occur within or near the proposed project area. The location of any previously recorded sites and surveys will be plotted onto USGS 7.5-minute topographic maps for use in the compliance coordination process. Archeologists will also consult the USDA NRCS soil survey maps for Washington County, relevant aerial photography, historical maps, land use maps, and the Geologic Atlas of Texas in order to assess the likelihood for unrecorded cultural resources and make recommendations regarding the need for further field surveys. The results of this effort will be integrated into three cultural resources reconnaissance reports.

AmaTerra will prepare the necessary permit applications for one or more Antiquities Permits in support of each of the CEs and submit that to the City for signatures. AmaTerra will then forward them to the THC for permits to conduct necessary cultural resources field reconnaissance at storm damage locations. The reconnaissance survey(s) shall consist of visual inspection and limited shovel testing (0-2 at each location) to assess the likelihood for archeological resources to be affected by the repairs. The survey will also document any above ground built environment resources greater than 50 years in age within the vicinity that could be affected visually or physically. Cultural resources will be mapped using a hand-held GPS unit, photographed and recorded through notes. Archeological sites will be recorded with the Texas Archeological Research Laboratory in Austin. The Area of Potential Effects (APE) for the survey shall consist of the footprint of the repair work only plus all adjacent individual parcels that are wholly or partially within the footprint. It is anticipated that up to 20 resources will be within the project APE for the survey covering 13 storm damage locations. It is anticipated that the Somerville Dam and Burleson Road locations may contain one resource each.

Following the reconnaissance survey(s), AmaTerra will prepare three separate cultural resources reports that summarize the results of all constraints research and fieldwork. The report shall have sufficient detail and clarity to provide THC with the basis for making determinations of National Register of Historic Places (NRHP) and State Antiquities Landmark (SAL)-eligibility or shall have sufficient detail and clarity to make recommendations concerning the scope of further survey work. Cultural resources identified will be presented visually, described and assessed with respect to their NRHP-eligibility. The reports will make clear recommendations for each location. These reports will be submitted to the City for review and comment, then submitted to the THC for approval.

Once approved by the THC, AmaTerra will prepare final reports. As part of the requirements of the Antiquities Permits, all notes and records generated during the survey will be organized and submitted to a curatorial facility, according to their standards.

Following comment from the THC AmaTerra will prepare cultural resources sections for three NEPA documents: one for improvements at Burleson Street, one for improvements at Lake Somerville, and a third for 13 additional locations in Brenham.

Task 4 – Vegetation Inventory

The ENGINEER shall assess the existing vegetation in the immediate proposed project areas.

Task 5 – Invasive Species and Beneficial Landscaping Practices

In accordance with Executive Order 13112, invasive species and beneficial landscaping practices will be addressed and documented.

Task 6 – Migratory Bird Impacts

The ENGINEER shall address compliance with the Migratory Bird Treaty Act.

Task 7 – Threatened and Endangered Species

The ENGINEER shall conduct threatened and endangered species habitat assessments using the U.S. Fish and Wildlife Service (USFWS) and Texas Parks and Wildlife Department (TPWD) threatened and endangered species list. The results and findings will be documented.

Task 8 – Wetland Determinations

The wetland determinations will be conducted using the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region, March 2010*, version 2.0 and the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual, Technical Report Y-87-1, January 1987, Final Report (1987 Manual). This task will include completing Wetland Determination Data Forms, according to the Supplement, in order to determine if wetlands are present at any of the project locations. This task will include identifying any other waters of the U.S. (e.g. creeks, streams, etc.), which would be subject to regulation under Section 404 of the Clean Water Act. Any wetlands and/or other waters of the U.S. will be delineated in the field. The results of the wetland determinations will be documented. No Section 404 permitting is included in this scope of services; however, recommendations for any necessary 404 permitting will be documented.

Task 9 – Water Quality

The ENGINEER shall document compliance with Section 402 of the Clean Water Act (CWA): Texas Pollutant Discharge Elimination System (TPDES), Construction General Permit (CGP) requirements. The Storm Water Pollution Prevention Plan (SW3P), if required, will be prepared by others. The ENGINEER shall identify any impaired waters using the Texas Commission on Environmental Quality (TCEQ) 2012 Section 303(d) Clean Water Act list of impaired waters.

Task 10 – Floodplains

FEMA's Flood Insurance Rate Map (FIRM) for the project location will be analyzed with respect to the proposed project and the information documented. This task includes preparing an exhibit to include any 100 year floodplain locations.

Task 11 – Hazardous Materials

The ENGINEER shall conduct a hazardous materials initial assessment for the proposed locations to identify sites within the project areas that may have experienced soil and/or groundwater contamination by hazardous materials. The assessment will consist of an onsite investigation. The results of the hazardous materials investigation will be documented.

Task 12 – Prepare Draft CE Documentation

The ENGINEER shall prepare the CE documentation, including preparing necessary exhibits. The draft supporting documentation will be prepared and submitted to the City of Brenham and FEMA (through Gunda Corporation) for review and comment.

Task 13 – Revisions to Draft CE Documentation

The ENGINEER shall revise the draft supporting documentation in accordance with one set of comments from Gunda Corporation, the City of Brenham and FEMA.

Task 14 – Prepare Final CE Documentation

After comments are addressed from TxDOT, the final CE documentation will be prepared and submitted.

This Scope of Services does not include prime farmlands, Section 4(f) Evaluation (required for taking parkland, recreation land, historic sites), Biological Assessment/Biological Evaluation (associated with endangered species/habitat impacts), Section 7 Consultation with the U.S. Fish and Wildlife Service, U.S. Coast Guard Section 9 permit, any USACE Section 10 or Section 404 permit, noise analysis, air quality analysis, coastal management program, coastal barriers, U.S. Department of Interior's National Inventory of River Segments in the National Wild and Scenic River System, socioeconomic and environmental justice analyses, or any public involvement. Should any of these services be determined necessary, the ENGINEER will perform the associated work as additional services.

Klotz Associates, Inc. will perform the above services for a lump sum fee of \$114,500.00 as detailed below:

1. Location 1 – Burleson Street: \$29,305.00
2. Location 21 – Lake Somerville: \$28,170.00
3. Locations 2, 5, 6, 7, 8, 9, 12, 17, 18, 19, 20, 25 and 27: \$57,025.00



AGENDA ITEM 10

DATE OF MEETING: February 16, 2017	DATE SUBMITTED: February 8, 2017															
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
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☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Bid No. 17-003 for Janitorial Services for Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: On January 24, 2017 the Purchasing Dept. opened bids for janitorial services for various city facilities. There were 4 completed bids received. This bid was for the cleaning of 9 city facilities which include City Hall, Library, Police Station, Fire Station, Blue Bell Aquatic Center, Animal Shelter, Central Warehouse offices, All Sports Building and The Barnhill Center. For the past three years, Ambassador Higher Cleaning Solutions has been our janitorial service provider and we have had many issues and the service has been subpar. Over those 3 years we have had several meetings, sent numerous emails with photos attached and spoken with Ambassador about our displeasure when it comes to the service that was expected and specified in the contract. Staff decided during the last year of the contract renewal that we would stick with Ambassador to fulfill the 3 year agreement in hopes that things would turn around. Needless to say it has not. With this being said, Ambassador did submit the lowest bid at \$80,227.20. Based off of the “best value” language we have included in the bid packet, past experiences with Ambassador and reference checks we do not feel that we can stay with Ambassador as our janitorial provider. Staff has reviewed the second lowest bidder and checked on references. It is staff’s recommendation to award the bid to Lim Service Industries at the annual amount of \$96,912. In 2011 the janitorial bid was awarded at the rate of \$95,935. In 2014, Ambassador was awarded the bid at \$66,036.00 thus saving the city approximately \$30,000 per year. Since then several buildings have been added or square footage has been increased so we still feel that moving forward with Lim Services is within the ballpark of our past contracts and we are hoping for a lot better services to our facilities.																

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):
A. PROS: Will work with Lim Services to receive better service and attention to detail.
B. CONS: Will be slightly higher than previous 3 years and will affect budget slightly since it will be divided between departments.
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Bid Information Sheet
FUNDING SOURCE (Where Applicable): Numerous departments
RECOMMENDED ACTION: Award Bid No. 17-003 to Lim Service Industries in the amount of \$96,912.00 for janitorial services in various city facilities and authorize the Mayor to execute any necessary documentation
APPROVALS: Ryan Rapelye



Bid Information Sheet

January 24, 2017

Bid No. 17-003

For: Contract for Janitorial Services

Purchase not to exceed budgeted funds.

Number of completed bids returned to Purchasing: 4



BID TABULATION						
CONTRACT FOR JANITORIAL SERVICES						
IFB NO. 17-003						
Item	LIM		WCD		KUSTOM	
	SERVICE	INDUSTRIES	ENTERPRISES	SERVICES	KLEAN JANITORIAL	SERVICES
Total per Month	8,076.00		8,880.00	6,685.60		9,134.71
Total per Year	96,912.00		106,560.00	80,227.20		109,616.52
Carpet Cleaning per Sq. Ft.	0.25		0.15	0.10		0.20
Grout Restore per Sq. Ft.	0.30		0.25	0.15		0.15
Buff Floor per Sq. Ft.	0.09		0.10	0.10		0.25
Strip/Polish Hard Surface per Sq. Ft.	0.30		0.20	0.22		0.50
Wash Down Sally Port (Each)	120.00		500.00	25.00		20.00
Employee Hourly Rate	14.00		16.00	15.75		16.00
Payment Discount	1% 10 Days		2% 10 Days	Net 30		



AGENDA ITEM 11

DATE OF MEETING: February 16, 2017	DATE SUBMITTED: February 8, 2017
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of Equipment for Various City Departments as Shown on the Equipment Schedule Included in the Agenda Packet and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: During the 2016-17 budget process staff shared with Council major equipment needs which were up for replacement according to multiple departments' 5 yr. capital plans. During the July budget workshop it was decided that with a large amount of equipment due up for 2017 these pieces of equipment would be leased purchased in order to spread the payments out over 5-7 years. It would also allow these pieces of equipment to be purchased in 2017 but the first payments would not be made until fiscal year 2018.

Over the last few months staff has researched these pieces of equipment, taken many site visits, and spoken with numerous other cities about which equipment would work best for the City of Brenham and be within our budget. The pieces of equipment shown on the attached schedule will be used in our Utility, Streets, Fleet, Maintenance and Sanitation operations. These pieces of equipment are vital within these departments and provide our employees with reliable equipment. They will meet our needs for many years and provide superb service to our residents whether it is grinding brush, paving roads, replacing street lights or depositing solids from the water and wastewater plants.

We are very excited about being able to buy this equipment and put it to use. After discussing with the Department Heads and our Mechanic, we have decided to purchase 11 pieces of equipment from 8 different vendors. The total amount proposed to council in July was \$1,999,000 with the tub grinder being the biggest expense. With the final numbers coming in and with all pieces of equipment being purchased from either the Buy Board or off the NJPA Contract except the used Water Truck the final total for all pieces of equipment will be \$1,918,081.44.

At the January 12, 2017 meeting Council approved the purchase of the Discharge Spreader truck as a separate agenda item. We would now like to ask Council to approve of the purchase of the remaining 10 pieces of equipment as listed on the attached schedule. If approved, we will issue purchase orders and replace the units that have served our community for many years. The old units will be placed on Gov Deals.com and that revenue will go back into their respective funds.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Replacing old equipment in which the new equipment will be more reliable and efficient. B. CONS: None
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) 2017 Lease Equipment Spreadsheet; and (2) Individual Equipment Quotes
FUNDING SOURCE (Where Applicable): Capital Lease
RECOMMENDED ACTION: Approve the purchase of equipment for various City departments as shown on the Equipment Schedule included in the agenda packet and authorize the Mayor to execute any necessary documentation
APPROVALS: Ryan Rapelye

2017 LEASE PURCHASED EQUIPMENT					
Vendor	Equipment	Model	Fund-Dept.	Projected Amount	Purchase Price
Mustang CAT	Loader	CAT939M	General-Streets	\$ 275,000.00	\$ 213,900.00
Mustang CAT	Paving Machine	Weiler P385B	General-Streets	220,000.00	200,635.00
R.B. Everett	Compactor	BOMAG77PDH-5	General-Streets	110,000.00	109,577.00
R.B. Everett	Double Drum	Bomag 151 AD-5	General-Streets	85,000.00	126,381.00
Altec Industries	Bucket Truck	Altec AT41M	General-Streets	133,000.00	128,292.00
Lonestar Freightliner	Tandem Dump	Western Star	General-Streets	95,000.00	98,150.00
Art's Truck and Equip.	Water Truck	2008 International	General-Streets	65,000.00	46,723.86
Interstate Trailers	Street Equip. Trailer	Interstate 40DLA	General-Streets	N/A	25,673.58
Mustang CAT	Trackhoe	CAT 320FL	Fleet	200,000.00	194,700.00
Bane Machinery	Tub Grinder	DiamondZ 1352BTK	Sanitation	650,000.00	607,649.00
Purchases presented for approval at February 16, 2017 Council meeting				\$ 1,833,000.00	\$ 1,751,681.44
Purchase approved at January 12, 2017 Council meeting:					
Hermann International	Discharge Spreader Truck	International 7400	Wastewater	166,000.00	166,400.00
Total 2017 Lease Purchased Equipment				\$ 1,999,000.00	\$ 1,918,081.44
Difference in Projected and Actual Purchase Price				\$	\$ 80,918.56



Leslie Kelm
City of Brenham

JW16-1108QC
January 5, 2017

NEW CAT 320FL Excavator	CAT LIST	\$244,067
CAT 4.4 ACERT Engine-Tier 4 Final		
Standard Lines, Controls		
Hand Control Pattern Changer		
42" HD Bucket with Tips and Side Cutters		
Product Link Cellular		
ROPS Cab with AC/Heat/Defrost		
Cloth High Back Air Suspension Seat		
Reach Boom (18'8")		
Standard Stick (9'6")		
31" Triple Grouser Tracks		
Third Pedal Straight Travel		
Fine Swing Mode		
Rear Camera		
Programmable Time Delay Work Lights		
Pin Grabber Hydraulic Coupler		\$7517
(3) Sets of Bucket Pins (one for each bucket)		\$3192
Field Install Kit for Coupler Including Lines		\$2963
48" Ditch Cleaning Bucket (CAT)		\$4297

Total CAT List	\$262,036
BuyBoard Discount (20%)	(\$31,445)
Additional Mustang Discount	(\$38,391)
Labor for Coupler Install	\$2500

\$194,700

STD WARRANTY: 3 Year or 5000 Hour Premier Warranty
No Travel Time and Mileage for Warranty Repairs done in MTE Territory

BUY BOARD CONTRACT # 268-07

(Quote Good For 15 Days--Subject to Availability)



Leslie Kelm
City of Brenham

JW16-1107A

January 5, 2017

NEW CAT 938M LOADER	CAT LIST	\$272,498
3V Hydraulics to Front of Machine		
Limited Slip Rear Differential		
Deluxe Cab		
Deluxe Seat		
Cellular Product Link		
20.5R25 XTLA L2 Michelin Tires		
Heavy Counterweight		
Ride Control		
Fusion Quick Coupler		
3 rd Function Jumper Lines		
3.8 Cu Yd Loader Bucket with BOE		
60" Pallet Forks with Carriage		
Bluetooth Radio with Mic		
Aux Halogen Work Lights		

BuyBoard Discount (20%)	(\$54,500)
Additional Mustang Discount	(\$26,298)
92" Grapple Rake with top Clamp	\$22,200

\$213,900

STD WARRANTY: 3 Year or 5000 Hour Premier Warranty
No Travel Time and Mileage for Warranty Repairs done in MTE Territory

BUY BOARD CONTRACT # 268-07

(Quote Good For 15 Days--Subject to Availability)



Dane Rau/Leslie Kelm
City of Brenham

JW16-1105T

January 13, 2017

WEILER P385B PAVER
CAT 3.4 Tier IV 100 HP Engine
140MM Track Group with 14" Poly Pads
Adjustable, Oscillating Push Rollers
Paver Pause Function, Grade and Slope Prep Group
Spray Down with Separate Tank and One Hose Reel
Dual Operators Stations W/ Two Seats
Steering Wheel Control Group
Weiler Screed
 - Electric Heat
 -Electric Screed Height Adjustment Group
 -Power Hydraulic Slope Group
 -Power Hydraulic Crown Group
 -Grade and Slope Control Ready (Trimble)
Additional Operators Seat group
LED Strobe Light Group
Lighting Group (5 Halogen Lights)
Lower Additional Screed Mounted Control Panel Group
Hydraulic Adjustable Push Roller Group
Walkway Extension (on Screed)

Weiler List Price \$201,631

BuyBoard Discount (12%)	(\$24,196)
Additional Mustang Discount	(\$6000)
Trimble Dual Grade and Slope	\$18,000

\$189,435

STD WARRANTY: 1 Year Complete Machine
2 Year CAT Engine

Other Warranty Options:

3 Year or 3000 Hour Powertrain Plus Hyd Plus Electrical	Add \$8900
Screed and Outer Cut-Off Shoe Kit	Add \$1100
Heated End Gates	Add \$1200

BUY BOARD CONTRACT # 268-07

(Quote Good For 30 Days--Subject to Availability)

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD 515-16

Pad Foot

End User: City of Brenham

R.B. Everett & Co. Rep: Quentin Henry

281-991-8161 979-777-4289

Contact: Leslie Kelm

Date: 12/07/16

Product Description: Bomag BW177PDH-5 Single Drum Vibratory Roller

A. Base Price: \$ **\$ 132,645.00**

B. Published Options [Itemize Each Below]

Options	Bid Price	Options	Bid Price
Flashing Beacon Magnet	\$260.00		

Total of B. Published Options: **\$ 260.00**

C. Unpublished Options [Itemize each below, not to exceed 25%]

Options	Bid Price	Options	Bid Price
Bomag Extended Warranty			
5 Year/5000 Hour Power Train	\$0.00		

Total of C. Unpublished Options: **\$ -**

D. Contract Price Adjustment Discount: 15% **(\$19,936.00)**

E. Freight Charges: **\$3,500.00**

F. Total of A + B + C + D + E = F **\$ 116,469.00**

G. Quantity Ordered 1 x F = **\$ 116,469.00**

H. Non-Equipment Charges & Credits P. D. I. and Special Mfg. Discount **(\$6,892.00)**

I. TOTAL PURCHASE PRICE **\$ 109,577.00**

Quoted for: City of Brenham
Customer Contact:
Phone: /Fax: /Email:
Quoted by: Lori Woods
Phone: 919-528-8088 /Email: lori.woods@altec.com
Altec Account Manager: Ross Doga

REFERENCE ALTEC MODEL

AT41M	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$116,980
Per NJPA Specifications plus Options below		

(A.) NJPA OPTIONS ON CONTRACT (Unit)

1	AT41M-AWD	All Wheel Drive	\$5,069
2			
3			
4			

(A1.) NJPA OPTIONS ON CONTRACT (General)

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (Recessed, LED)	\$477
2			
3			
4			
5			
6			
7			
8			

NJPA OPTIONS TOTAL: \$122,636

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC	Ranch Hand Grille Guard with Bumper Replacement, installed	\$2,350
5	ELECTRICAL	42" LED Lightbar with Controller, installed	\$880
6	FINISHING		
7	CHASSIS		
8	OTHER		

OPEN MARKET OPTIONS TOTAL: \$3,230

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$125,766

Delivery to Customer: \$2,526

TOTAL FOR UNIT/BODY/CHASSIS: \$128,292

(C.) ADDITIONAL ITEMS (Items are not included in total above)

1			
2			
3			
4			

"Pricing valid for 45 days"

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 270-300 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Greedmoor

Sales Rep: Shane Winkler

93



QUOTE

3001 W. Expressway 83

McAllen, Texas 78503

Ph: (956) 686-2326

Visit us at

Fax: (956) 686-5179

(956) 618-4600

www.artstrucks.com

Wats: (800) 292-7007

Quote Date: January 17, 2017

Quote To:

CITY OF BRENHAM

P.O. BOX 1059

BRENHAM, TX 77834

DWAYNE GRAYSON

Phone: (979) 551-2596

LOT #	YEAR	MAKE	MODEL	SERIAL #	PRICE
3518398	2008	International Water Truck	4300	1HTMMAAL78H560134	\$46,500.00

Sub-Total	\$46,500.00
Dealer Inv. Tax	\$98.86
Doc Fee	\$125.00
Total Price	\$46,723.86

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are made by the manufacturer. The seller, Art's Trucks & Equipment, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and Art's Trucks & Equipment neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this product.

DEALER THIS ORDER IS NOT VALID UNLESS SIGNED APPROVED
AND ACCEPTED BY DEALER

CUSTOMER'S SIGNATURE
*** CUSTOMER TO FURNISH COLLISION INSURANCE ***



Bane Machinery, Inc.
P.O. Box 541355
Dallas, TX 75354-1355

Telephone: 214-352-2468
Toll Free: 1-800-594-2263
Fax: 214-352-2460

Date 01-30-2017
Sales Person Raymond Morris

QUOTE GOOD FOR 10 DAYS

Contact		Phone	
Company	City of Brenham	Fax	
Address		Email	
City		Cell	
State/Zip		Terms	BUYBOARD CONTRACT # 424-13

Manufacturer Diamond Z
Model **DZT1352BTK** Tub Grinder
Year NEW
Serial No. NEW
Hours NEW
Equipped With: Caterpillar C27 ACERT, EPA Tier II Engine / 875 HP
Fluid Coupling Drive
Reversing Fan
Radio Remote Control
tool box
5x7 Screens
Phase II 8 X 30 Mag Roller
Control Lock Package
Hydraulic Rod Puller
Air Compressor Package
Premium Belt Splice
Standard Warranty: Structural Expires 1-Year/Components:6-Months

Cash Sales Price, F.O.B., City of Brenham, TX \$607,649.00

FREIGHT

DIRECT SHIP

Approximate Delivery: 10-12 Weeks

TERMS & CONDITIONS:

All Prices Are F.O.B. Shipping Point & Do Not Include Applicable Taxes or Insurance.
Prices Are Subject To Change Without Notice. Machines Are Subject To Availability.
Taxes Are Subject To Change, As Law Requires, Without Notice.

We greatly appreciate your business.

Please feel free to contact me with any questions.

Sincerely,

Raymond Morris
PH# 713-373-1527





Phone: 1-800-433-5384
Fax: 1-817-453-5445

Quotation No: 425-13 40DLA
Date: 12/1/2016

Customer:

Salesman: Stephen Flowers
Terms: Net 10 Days
Delivery: 8-10 weeks

Buy Board Pricing

Interstate model 40DLA - Standard Specification

General description:	40,000 lb. capacity tag-along trailer with beavertail & ramps.	Suspension:	Hutch 9700 multi-point spring with radius rod axle tracking adjustment, 44,000 lb. capacity.
Load capacity:	40,000 lbs. at 55 M.P.H. (G.V.W.R. 47,350 lbs.)	Axles:	(2) Dexter 22,500 lb. capacity with oil bath hubs.
Overall length:	30'-0"	Brakes:	12-1/4" x 7-1/2" air with "Wabco" anti-lock braking system and spring parking brakes.
Deck length:	24'-0" (19'-0" flat deck + 5'-0" beavertail)	Wheels:	8 hole, hub piloted steel disc.
Deck width:	8'-6"	Tires:	215/75R17.5, (H)
Deck height:	36" unloaded	Ramps:	60" x 22" wood-filled with spring assist.
Frame construction:	Pierced mainbeam construction with one piece interlocking crossmembers. Mainbeams: W14" x 22 lbs. per ft., grade 50 Hi-tensile. Crossmembers: 6" I-beam x 3.7 lbs per ft., grade 50 Hi-tensile on 22" centers. 3/16" steel fabricated knee bracing on every other x-member. Siderails: C8" x 11.5 lbs. per ft. Grade 50 Hi-tensile.	Jack:	25,000 lb. 2 speed, side crank.
Headboard:	8" channel; full width of trailer.	Hitch:	4 position cast steel pintle eye, 1-5/8" stock, 3" I.D.
Decking:	2" nominal oak secured to crossmembers with 5/16" torque screws.	Tie downs:	(8) heavy duty D-rings, 4 per side.
Standard paint:	Black acrylic enamel. (Optional colors available) Rust prohibitive undercoating.	Lights:	12 volt DOT & ICC approved. All lights are LED type and flush mounted in rubber grommets. Wiring is run in flexible neoprene jacket and modular in design. 7 way plug.
		\$18,347.00	

Factory Installed Options:

Note: Optional equipment may change standard specifications.

☒	Paver package (6' beavertail + 6' ramps):	\$724.00
☐	235/75R17.5, (H) tires:	\$600.00
☒	Lockable tool box lid:	\$310.00
☐	Spare tire & wheel:	\$406.00
☐	Spare tire carrier:	\$167.00
☒	Dual 2 speed landing gear:	\$657.00
☐	Angle iron traction on ramps: N/C	
☐	Self-cleaning traction dovetail: N/C	

☒	Additional deck length:	7 ft. @ \$295.00 per ft.
☒	Additional tie down rings:	4 @ \$37.00 each
☐	Stake pockets & rubrail:	\$675.00
☐	3" safety rail:	\$583.00
☐	Bucket well in beavertail:	\$541.00
☐	Vertical ramp storage:	\$191.00

Misc. options:

☒	8' x 3' Hydraulic ramps
☐	
☐	
☐	

Price:

\$ 4,698.00

NOTES:

Buy Board Contract
425-13

Optional Aluminum Ramps
at \$1,975.00

Quotes good for 30 days unless otherwise stated and do not incld. F.E.T., state taxes or licensing fees.

Sub Total:	27,606.00
Buy Board Discount:	(1,932.42)
Total net F.O.B. Factory:	\$ 25,673.58



AGENDA ITEM 12

DATE OF MEETING: February 16, 2017	DATE SUBMITTED: February 10, 2017
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon An Equipment Financing Proposal with JPMorgan Chase Bank for the Purchase of Equipment for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: This is a companion item for the financing of major equipment as presented by Dane Rau, Public Works Director. One of the major budget priorities in the FY16-17 Adopted Budget was restoration of funding for the street reconstruction program at \$900,000. I have included a copy of the 2017 Lease Equipment Schedule as presented in the previous agenda item, and you will note that 8 of the 11 items are for the Street Department in support of this priority. I have also included a revised Debt Projects Recap Schedule which was presented during the July 2016 Council Budget Workshops when the purchase of these capital equipment items was discussed. Two of the items (Trackhoe for Fleet Department and Spreader Truck for the Wastewater Fund) were shifted from calendar year 2016 to calendar year 2017.

We received the following equipment financing proposals regarding the procurement of this equipment:

<u>Proposal</u>	<u>Terms</u>	<u>Interest Rate</u>	<u>Annual Payment</u>
JPMorgan Chase Bank	5 Years	2.10%	\$408,119.02
	6 Years	2.15%	\$344,162.59
	7 Years	2.20%	\$298,649.27
Bank of Brenham	5 Years	2.70%	TBD
	6 Years	2.73%	
	7 Years	2.75%	

Another financing option would be for the City to issue 7-Year Limited Tax Notes (LTN) in the open market through our financial advisor, Garry Kimball of Specialized Public Finance. I sent these two proposals to Garry Kimball for his review and comparison to a possible issuance of LTN. Mr. Kimball's response was that the JPMorgan Chase deal is "at market" and is comparable if the City went to the open market with LTN which would have a slightly lower interest rate but would be offset with the cost of issuance.

The pro-forma annual payments for 7-Year LTN are about equal to the JPMorgan Chase proposal. I have included the pro-forma debt service schedules from Specialized Public Finance.

Mr. Kimball also pointed out the section on page 2 Adjustments to Rate & Payments where the final interest rate and payment will be agreed to 5 days prior to closing. He requested that before we sign the commitment to check back with him to see if the interest rate that we lock in is still “at market”.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) 2017 Lease Equipment Schedule; (2) Debt Projects Recap Schedule; (3) Equipment Financing Proposal from JPMorgan Chase Bank; (4) Bank of Brenham loan term sheet; and (5) Pro-Forma Debt Service Schedules from Specialized Public Finance

FUNDING SOURCE (Where Applicable): First annual payment is not due until March 1, 2018 which will be included in the FY17-18 budget.

RECOMMENDED ACTION: Approve the equipment financing proposal with JPMorgan Chase Bank for the purchase of equipment for various city departments for 7 years at an interest rate of 2.20% with annual payments of principal and interest, each in arrears, equal to \$298,649.27 beginning on March 1, 2018 and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

2017 LEASE PURCHASED EQUIPMENT						
Vendor	Equipment	Model	Fund-Dept.	Projected Amount	Purchase Price	
Mustang CAT	Loader	CAT939M	General-Streets	\$ 275,000.00	\$ 213,900.00	
Mustang CAT	Paving Machine	Weiler P385B	General-Streets	220,000.00	200,635.00	
R.B. Everett	Compactor	BOMAG77PDH-5	General-Streets	110,000.00	109,577.00	
R.B. Everett	Double Drum	Bomag 151 AD-5	General-Streets	85,000.00	126,381.00	
Altec Industries	Bucket Truck	Altec AT41M	General-Streets	133,000.00	128,292.00	
Lonestar Freightliner	Tandem Dump	Western Star	General-Streets	95,000.00	98,150.00	
Art's Truck and Equip.	Water Truck	2008 International	General-Streets	65,000.00	46,723.86	
Interstate Trailers	Street Equip. Trailer	Interstate 40DLA	General-Streets	N/A	25,673.58	
Mustang CAT	Trackhoe	CAT 320FL	Fleet	200,000.00	194,700.00	
Bane Machinery	Tub Grinder	DiamondZ 1352BTK	Sanitation	650,000.00	607,649.00	
Purchases presented for approval at February 16, 2017 Council meeting				\$ 1,833,000.00	\$ 1,751,681.44	
Purchase approved at January 12, 2017 Council meeting:						
Hermann International	Discharge Spreader Truck	International 7400	Wastewater	166,000.00	166,400.00	
Total 2017 Lease Purchased Equipment				\$ 1,999,000.00	\$ 1,918,081.44	
Difference in Projected and Actual Purchase Price					\$ 80,918.56	

DEBT PROJECTS RECAP

	CALENDAR YEAR 2016	CALENDAR YEAR 2017
PROJECT	FY17 DEBT	FY18 DEBT
Available Capacity (Bank Qualified)	\$ 10,000,000	\$ 10,000,000
Water – 2008 COs Refunding	5,281,580	
Electric – Copper Change-out	2,125,000	
General – Reimbursement Resolution ¹	1,260,000	
General – Library Furniture Lease	450,000	
General – Streets Loader Lease		275,000 *
General – Streets Paving Machine Lease		220,000 *
General – Streets Compactor Lease		110,000 *
General – Streets Double Drum Roller Lease		85,000 *
General – Maintenance Bucket Truck Lease		133,000 *
General – Streets Tandem Dump Truck Lease		95,000 *
General – Streets Water Truck Lease		65,000 *
General – Streets Equipment Trailer		N/A *
Fleet – Trackhoe Lease	→	200,000 *
Sanitation – Tub Grinder Lease		650,000 *
Wastewater – Spreader Truck Lease	→	166,000 *
Wastewater – Creek/Fence Line Repairs		400,000
Water – Repair Gabions at Lake		800,000
Water – Raw Water Tank & Clarifier Rehab		677,000
Total Debt Required	\$ 9,116,580	\$ 3,876,000
Reoffering Premiums	214,230	-
Capacity Remaining	\$ 669,190	\$ 6,124,000

¹Additional Funding for Animal Shelter (\$822,000) and Library Expansion/Renovation (\$438,000)



JPMorgan Chase Bank, N.A.
545 West 19th Street, Floor 01
Houston, TX 77008-3611
Tel: (832) 781-1944
E-Mail: amber.j.favre@jpmorgan.com

Amber Favre
Vice President

February 6, 2017

Stacy Hardy
Controller
City of Brenham
200 W. Vulcan, 2nd Floor
Brenham, TX 77833

Dear Ms. Hardy:

JPMorgan Chase Bank, N.A. is pleased to submit the following equipment financing proposal. This document is for discussion purposes only and is contingent upon the Lessee's compliance with the requirements of the Internal Revenue Code of 1986 ("Code"), as amended, and all applicable state laws related to Lessee's ability to enter into a tax-exempt lease-purchase financing for the intended purposes. The final terms and conditions are subject to credit approval and may be different from the terms and conditions outlined below.

Type of Transaction:	Fixed-rate, fully amortizing, tax-exempt lease-purchase agreement ("Agreement").
Lessor:	JPMorgan Chase Bank, N.A. or any affiliate of JPMorgan Chase Bank, N.A., its successors and/or assigns ("JPMorgan Chase" or the "Lessor").
Lessee:	City of Brenham
Equipment:	CAT 320F L Trackhoe CAT 939M Loader Weiler P385B Paving Machine Bomag 77 PDH-5 Compactor Bomag 151 AD-5 Double Drum Altec AT41M Bucket Truck Western Star Tandem Dump 2008 International Water Truck Diamond Z 1352BTK Tub Grinder Interstate 40DLA Trailer International 7400 Discharge Spreader Truck
Financed Amount:	\$1,918,082.00
Location of Equipment:	Brenham, Texas

Commencement Date:	Anticipated to be no later than March 1, 2017										
Interest Rate:	5 YEAR OPTION: 2.100% 6 YEAR OPTION: 2.150% 7 YEAR OPTION: 2.200%										
Payments:	5 YEAR OPTION: Lessee will be required to make 5 consecutive annual payments of principal and interest, each in arrears, equal to \$408,119.02, beginning March 1, 2018. 6 YEAR OPTION: Lessee will be required to make 6 consecutive annual payments of principal and interest, each in arrears, equal to \$344,162.59, beginning March 1, 2018. 7 YEAR OPTION: Lessee will be required to make 7 consecutive annual payments of principal and interest, each in arrears, equal to \$298,649.27, beginning March 1, 2018.										
Adjustments to Rate & Payments:	The Interest Rate and Payments quoted herein are based on current market rates as indicated by the 5 Year Treasury Constant Maturity Rate ("Index Rate") for the 5 year & 6 year Option, and indexed to the 7 year Treasury Constant Maturity Rate ("Index Rate") for the 7 year Option, as most recently published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519). For every change in the Index Rate, an adjustment will be made to the Interest Rate and Payment in order to maintain Lessor's economics. The final Interest Rate and Payment will be agreed to 5 days prior to closing.										
Bank Qualified:	This proposal assumes that Lessee will not issue more than \$10 million in tax-exempt obligations this calendar year and that the Lessee will designate this lease as a "qualified" tax-exempt obligation.										
Use of Proceeds/Title:	To finance the acquisition of the above listed Equipment, the legal title of which shall vest in the Lessee during the term of the Agreement.										
Prepayment:	The Lessee shall have the right to prepay, in whole, on any payment date. If Lessee chooses to prepay, a penalty will be assessed based on the following schedule: <table> <tr> <td>Month 0-12</td><td>5% of outstanding principal balance</td></tr> <tr> <td>Month 13-24</td><td>4% of outstanding principal balance</td></tr> <tr> <td>Month 25-36</td><td>3% of outstanding principal balance</td></tr> <tr> <td>Month 37-48</td><td>2% of outstanding principal balance</td></tr> <tr> <td>Month 49-60</td><td>1% of outstanding principal balance</td></tr> </table> After the 60th Month on the 6 & 7 year Option the prepayment penalty is 0%.	Month 0-12	5% of outstanding principal balance	Month 13-24	4% of outstanding principal balance	Month 25-36	3% of outstanding principal balance	Month 37-48	2% of outstanding principal balance	Month 49-60	1% of outstanding principal balance
Month 0-12	5% of outstanding principal balance										
Month 13-24	4% of outstanding principal balance										
Month 25-36	3% of outstanding principal balance										
Month 37-48	2% of outstanding principal balance										
Month 49-60	1% of outstanding principal balance										
Security:	Lessee will grant Lessor a first priority security interest in the financed equipment.										

Appropriation:	This Agreement shall be subject to appropriation, with documentation within the Agreement requiring appropriation for payment of all lease schedules or none at all. Appropriation for partial payment or for select assets within a schedule will not be permitted.
Disbursement of Proceeds:	The transaction will be funded via an initial escrow deposit with Deutsche Bank National Trust Company equal to the full Financing Amount from which disbursements will be made to vendors, or reimbursements to Lessee (in compliance with Treasury Reg. 1.150-2) as funds are required. Interest earned will be utilized for Lessee's benefit to conform to the escrow agreement. JPMorgan Chase to pay the escrow fee of \$1,500.
Expenses and Fees:	Lessee shall be responsible for all out-of-pocket expenses, including, but not limited to, Lessor's outside counsel, other attorney fees, search and registrations, and appraisals.
Documentation:	Lessor or its counsel shall prepare documentation. The Lessee shall be responsible for its own expenses related to review of the lease documents and delivery of legal/validity opinion to the Lessor.
Reporting Requirements:	Lessee shall deliver audited annual financial statements within 180 days of end of each fiscal year.
Events of Default:	The Events of Default will be standard and customary for transactions of this nature.
Maintenance and Insurance:	All maintenance and insurance are the responsibility of Lessee. Lessee shall bear all risk of loss or damage to the Equipment and shall be responsible for keeping the Equipment insured with companies satisfactory to and for such amounts as required by Lessor. Lessor, its parent and affiliates, its successors, and assigns, must be named as loss payee and additional insured as applicable, on all insurance policies. Evidence of such insurance must be satisfactory to Lessor.
Representation and Warrants:	Usual representations and warranties in connection with the financing, including without limitation, absence of material adverse change, absence of material litigation, absence of Default or potential default and continued accuracy of representations.
Conditions Precedent:	Usual and customary conditions related to the issuance of the Tax-Exempt financing, including acceptable legal documentation and standard approvals from the City, State and local officials, as may be required.
Governing Law:	All aspects of the financing being discussed including this Proposal and any loan documents would be governed by the laws of the State of Texas.
Waiver of Jury Trial:	The Lessee will waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way related to this term sheet, any related documentation or the transactions contemplated hereby or

thereby.

- Waiver of Immunity:** Lessee hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process in any forum with respect to Lease.
- Proposal Only:** This proposal is not a commitment to undertake this financing. A commitment can be issued only after full credit and economic review and subsequent approval by the appropriate officers of JPMorgan Chase Bank, NA or any affiliate of JPMorgan Chase Bank, NA, its successors and/or assigns. A commitment shall not be binding on Lender/Lessor unless it is in writing and signed by Lender/Lessor and accepted by Lessee. Lender/Lessor will have the sole right of assignability of this proposal or any lease between Lessee and Lender/Lessor.
- Expiration Date:** This proposal will expire on February 24, 2017, unless Lessee acknowledges its acceptance by signing and returning a copy of this proposal to Lessor.
- Confidentiality:** You further acknowledge that Lessor and its affiliates (collectively, "Chase") may, from time to time, be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein and otherwise. In return, Chase confirms that it will not use confidential information obtained from you by virtue of the potential transaction contemplated by this proposal or our other relationships with you in connection with the performance by Chase of such services for other companies. You also acknowledge that Chase will not use in connection with the potential transaction contemplated by this preliminary proposal, or furnish to you, confidential information obtained from other companies.
- IRS Circular 230 Disclosure:** JPMorgan Chase & Co. and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with JPMorgan Chase & Co. of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

Please feel free to contact me at (832) 781-1944 if you would like to discuss this proposal in greater detail or have additional equipment financing requirements. Upon receipt of the accepted proposal, we will begin the approval process. Thank you for the opportunity to serve your equipment financing needs.

Sincerely,

JPMorgan Chase Bank, N.A.

By: Amber J. Favre

Title: Vice President

City of Brenham

Accepted Date: _____

By: _____

Title: _____

Sample Amortization Schedules

Option 1 - 60 Months: 2.100% Rate

Date	Starting Balance	Takedowns	Monthly Payment	Interest	Principal	Ending Balance
3/1/2017	\$0.00	\$1,918,082.00	\$0.00	\$0.00	\$0.00	\$1,918,082.00
3/1/2018	\$1,918,082.00	\$0.00	\$408,119.02	\$40,279.72	\$367,839.29	\$1,550,242.71
3/1/2019	\$1,550,242.71	\$0.00	\$408,119.02	\$32,555.10	\$375,563.92	\$1,174,678.79
3/1/2020	\$1,174,678.79	\$0.00	\$408,119.02	\$24,668.25	\$383,450.76	\$791,228.02
3/1/2021	\$791,228.02	\$0.00	\$408,119.02	\$16,615.79	\$391,503.23	\$399,724.80
3/1/2022	\$399,724.80	\$0.00	\$408,119.02	\$8,394.22	\$399,724.80	\$0.00
Total	\$5,833,956.31	\$1,918,082.00	\$2,040,595.08	\$122,513.08	\$1,918,082.00	\$5,833,956.31

Option 2 - 72 Months: 2.150% Rate

Date	Starting Balance	Takedowns	Monthly Payment	Interest	Principal	Ending Balance
3/1/2017	\$0.00	\$1,918,082.00	\$0.00	\$0.00	\$0.00	\$1,918,082.00
3/1/2018	\$1,918,082.00	\$0.00	\$344,162.59	\$41,238.76	\$302,923.83	\$1,615,158.17
3/1/2019	\$1,615,158.17	\$0.00	\$344,162.59	\$34,725.90	\$309,436.69	\$1,305,721.48
3/1/2020	\$1,305,721.48	\$0.00	\$344,162.59	\$28,073.01	\$316,089.58	\$989,631.89
3/1/2021	\$989,631.89	\$0.00	\$344,162.59	\$21,277.09	\$322,885.51	\$666,746.39
3/1/2022	\$666,746.39	\$0.00	\$344,162.59	\$14,335.05	\$329,827.55	\$336,918.84
3/1/2023	\$336,918.84	\$0.00	\$344,162.59	\$7,243.76	\$336,918.84	\$0.00
Total	\$6,832,258.76	\$1,918,082.00	\$2,064,975.56	\$146,893.56	\$1,918,082.00	\$6,832,258.76

Option 3 - 84 Months: 2.200% Rate

Date	Starting Balance	Takedowns	Monthly Payment	Interest	Principal	Ending Balance
3/1/2017	\$0.00	\$1,918,082.00	\$0.00	\$0.00	\$0.00	\$1,918,082.00
3/1/2018	\$1,918,082.00	\$0.00	\$298,649.27	\$42,197.80	\$256,451.47	\$1,661,630.53
3/1/2019	\$1,661,630.53	\$0.00	\$298,649.27	\$36,555.87	\$262,093.40	\$1,399,537.13
3/1/2020	\$1,399,537.13	\$0.00	\$298,649.27	\$30,789.82	\$267,859.46	\$1,131,677.67
3/1/2021	\$1,131,677.67	\$0.00	\$298,649.27	\$24,896.91	\$273,752.36	\$857,925.31
3/1/2022	\$857,925.31	\$0.00	\$298,649.27	\$18,874.36	\$279,774.92	\$578,150.39
3/1/2023	\$578,150.39	\$0.00	\$298,649.27	\$12,719.31	\$285,929.97	\$292,220.42
3/1/2024	\$292,220.42	\$0.00	\$298,649.27	\$6,428.85	\$292,220.42	\$0.00
Total	\$7,839,223.45	\$1,918,082.00	\$2,090,544.92	\$172,462.92	\$1,918,082.00	\$7,839,223.45



February 8, 2017

City of Brenham
% Ms. Carolyn Miller
200 W. Vulcan St.
Brenham, Texas 77833

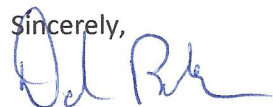
Dear Carolyn:

I am writing this letter in response to the City's inquiry regarding the Bank's loan terms that could be used to finance the acquisition of various equipment by the City of Brenham in loans totaling as much as \$2,000,000. It is our understanding the City would be pledging the equipment as collateral for the loan. The Bank is willing to consider such a loan request under the following terms:

Amount:	100% of purchase price of equipment
Rate & Term:	2.70% - 5 years 2.73% - 6 years 2.75% - 7 years
Payment Terms:	Annual payments of principal and interest
Collateral:	Equipment

Also, as we have discussed the Bank is willing to set this up as one loan to cover all equipment purchased, or to offer multiple loans tied to each specific piece of equipment.

Thank you for your consideration of our offer. If you need any additional information please let us know.

Sincerely,


David Bockhorn
Vice President

City of Brenham, Texas

\$1,960,000 Limited Tax Notes, Series 2017

Sources & Uses

Dated 02/15/2017 | Delivered 02/15/2017

Sources Of Funds

Par Amount of Bonds	\$1,960,000.00
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Total Sources	\$1,960,000.00
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Uses Of Funds

Total Underwriter's Discount (0.400%)	7,840.00
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Costs of Issuance	33,829.00
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Deposit to Project Construction Fund	1,918,000.00
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Rounding Amount	331.00
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Total Uses	\$1,960,000.00
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City of Brenham, Texas

\$1,960,000 Limited Tax Notes, Series 2017

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
02/15/2018	Serial Coupon	1.900%	1.900%	265,000.00	100.000%	265,000.00
02/15/2019	Serial Coupon	1.900%	1.900%	270,000.00	100.000%	270,000.00
02/15/2020	Serial Coupon	1.900%	1.900%	275,000.00	100.000%	275,000.00
02/15/2021	Serial Coupon	1.900%	1.900%	280,000.00	100.000%	280,000.00
02/15/2022	Serial Coupon	1.900%	1.900%	285,000.00	100.000%	285,000.00
02/15/2023	Serial Coupon	1.900%	1.900%	290,000.00	100.000%	290,000.00
02/15/2024	Serial Coupon	1.900%	1.900%	295,000.00	100.000%	295,000.00
Total	-	-	-	\$1,960,000.00	-	\$1,960,000.00

Bid Information

Par Amount of Bonds	\$1,960,000.00
Gross Production	\$1,960,000.00
Total Underwriter's Discount (0.400%)	\$(7,840.00)
Bid (99.600%)	1,952,160.00
Total Purchase Price	\$1,952,160.00
Bond Year Dollars	\$7,980.00
Average Life	4.071 Years
Average Coupon	1.9000000%
Net Interest Cost (NIC)	1.9982456%
True Interest Cost (TIC)	2.0037740%

City of Brenham, Texas

\$1,960,000 Limited Tax Notes, Series 2017

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/15/2017	-	-	-	-	-
08/15/2017	-	-	18,620.00	18,620.00	-
09/30/2017	-	-	-	-	18,620.00
02/15/2018	265,000.00	1.900%	18,620.00	283,620.00	-
08/15/2018	-	-	16,102.50	16,102.50	-
09/30/2018	-	-	-	-	299,722.50
02/15/2019	270,000.00	1.900%	16,102.50	286,102.50	-
08/15/2019	-	-	13,537.50	13,537.50	-
09/30/2019	-	-	-	-	299,640.00
02/15/2020	275,000.00	1.900%	13,537.50	288,537.50	-
08/15/2020	-	-	10,925.00	10,925.00	-
09/30/2020	-	-	-	-	299,462.50
02/15/2021	280,000.00	1.900%	10,925.00	290,925.00	-
08/15/2021	-	-	8,265.00	8,265.00	-
09/30/2021	-	-	-	-	299,190.00
02/15/2022	285,000.00	1.900%	8,265.00	293,265.00	-
08/15/2022	-	-	5,557.50	5,557.50	-
09/30/2022	-	-	-	-	298,822.50
02/15/2023	290,000.00	1.900%	5,557.50	295,557.50	-
08/15/2023	-	-	2,802.50	2,802.50	-
09/30/2023	-	-	-	-	298,360.00
02/15/2024	295,000.00	1.900%	2,802.50	297,802.50	-
09/30/2024	-	-	-	-	297,802.50
Total	\$1,960,000.00	-	\$151,620.00	\$2,111,620.00	-

Yield Statistics

Bond Year Dollars	\$7,980.00
Average Life	4.071 Years
Average Coupon	1.9000000%
Net Interest Cost (NIC)	1.9982456%
True Interest Cost (TIC)	2.0037740%
Bond Yield for Arbitrage Purposes	1.9000000%
All Inclusive Cost (AIC)	2.4583070%

IRS Form 8038

Net Interest Cost	1.9000000%
Weighted Average Maturity	4.071 Years



AGENDA ITEM 13

DATE OF MEETING: February 16, 2017	DATE SUBMITTED: February 10, 2017
DEPT. OF ORIGIN: Police Department	SUBMITTED BY: Craig U. Goodman

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Addendum to the Contract for Participation in the City of Brenham’s Rotation Log for Non-Consent Tows and Authorize the City Manager to Execute Any Necessary Documentation

SUMMARY STATEMENT: In March 2016, staff met with the Non-Consent Tow Task Force members and representatives from all of the towing companies currently on the City and County non-consent tow contract. It was determined during that meeting that there were some issues that needed to be reviewed and possible changes made to the contract.

After several meetings with members of the Task Force, it was the overall consensus that an Addendum to the Non-Consent Tow Contract was needed to address some of the issues. The Addendum being presented to the Council for approval is making the following changes to the current contract:

- Section II. Definitions:** Added language to “Additional time on scene” to allow for law enforcement to have a vehicle moved to an alternate site for further processing.
- Section II. Definitions:** Corrected the wording “Department” to read “Washington County 9-1-1”
- Section V. A. Operation:** Expanded the definition of “Professional Conduct” to address behaviors of tow truck drivers and/or operators that could tarnish, damage or negatively affect the City.
- Section V. C. Penalties:** Amended the reinstatement amount to be \$250 instead of \$500. It was the opinion of the Task Force that this amount should have been changed on the last amendment in 2014 and was simply overlooked.
- Section VI. B. Sale:** Changed the notification requirement for change in ownership from thirty (30) days to five (5) business days
- Section XVI. Fees:** Amended the wording in the table to match the new language added to the definition of “Additional time of scene” in Section II.
- Section XVIII. Legal Compliance:** Corrected the Texas Administration Code reference.

Commissioner Hueske is a member of the Task Force and has been involved in all of the discussions related to these changes. Several of these have already been amended in the County's contract and those that have not yet been adopted, will be presented to the Commissioners Court for approval.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: To establish a professional standards clause and to clarify several ambiguities within the Non-Consent Tow Contract for the City of Brenham.

B. CONS: None identified

ALTERNATIVES (In Suggested Order of Staff Preference): None suggested

ATTACHMENTS: (1) Addendum to and Modification of Non-Consent Tow Contract for the City of Brenham; and (2) Redlined version of Non-Consent Tow Contract showing all the changes.

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve an addendum to the contract for participation in the City of Brenham's rotation log for non-consent tows and authorize the City Manager to execute any necessary documentation

APPROVALS: Terry K. Roberts

ADDENDUM TO AND MODIFICATION OF:

NON-CONSENT TOW CONTRACT FOR THE CITY OF BRENHAM

This “Addendum to and Modification of Non-Consent Tow Contract for the City of Brenham” (“Addendum”) is made by and between the **City of Brenham** (hereinafter referred to as CITY) and _____ (hereinafter referred to as OPERATOR), in consideration of the mutual undertakings and obligations expressed herein and the “Non-Consent Tow Contract for the City of Brenham” (“Contract”), as an addendum and modification to the existing Contract between the parties and having an effective date of _____, 2017.

SECTION II. DEFINITIONS is modified to read as follows:

- B. “Additional time on scene” means any time on scene or at an alternate site, as approved by law enforcement, exceeding one (1) hour (time traveling to or from the scene and time traveling to the storage facility is not included in this definition).
- T. “Rotation log” shall mean a sequential list, as maintained by Washington County 9-1-1, of Towing Companies duly qualified and authorized pursuant to the provisions of this Contract to receive and respond to calls from Washington County 9-1-1, when the owner, operator, or person with possession, custody, and control of a vehicle does not or cannot express a preference or consent for such services from a specific Towing Company.
 - Rotation Log A will be used for towing services in regard to impounded and disabled vehicles as hereinafter provided.
 - Rotation Log B will be used for towing services in regard to abandoned vehicles, junked vehicles and motor assist calls.
 - Rotation Log C will be used for all towing services involving “Medium and Heavy Vehicle Tows.

SECTION V. A. OPERATION, subsection 5) Professional Conduct, is modified to read as follows:

- 5) *Professional Conduct.* OPERATOR and its owner(s), employees, agents and/or drivers shall conduct themselves in a reasonable, safe, professional, courteous, honorable and lawful manner at all times. Further, OPERATOR and its owner(s), employees, agents and/or drivers shall conduct themselves with due regard to public conventions and morals and shall not commit any act or do anything which might reasonably be considered: (i) to be immoral, unprofessional, discourteous, dishonorable, unlawful, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the CITY or its reputation in any way. Notwithstanding any other provision of this Contract, should OPERATOR or any of its owner(s), employees, agents and/or drivers violate this provision, including but not limited to being arrested for or convicted of a criminal law violation, the CITY may terminate this Contract immediately, and provide OPERATOR written notice of the termination within ten (10) business days of the date of termination.

SECTION V. C. PENALTIES, is modified to read as follows:

2. After a suspension has been ordered, in order to be reinstated to the Rotation Logs after the period of suspension has elapsed, the OPERATOR must pay to the CITY a reinstatement fee of two hundred fifty and no/100 dollars (\$250.00). The Department may only reinstate a suspended Towing Company after it has been determined that the Towing Company is in compliance with all regulations and the terms of this Contract, and after the reinstatement fee has been paid.

SECTION VI. B. SALE, is modified to read as follows:

- 1.) In the event that OPERATOR sells, transfers, conveys, or assigns its business, the CITY must be given notice of the sale, transfer, conveyance, or assignment within five (5) days or this Contract may be terminated by the City. Delay in exercise of this termination option does not constitute a waiver.

SECTION XVI. FEES, is modified to read as follows:

Additional time on scene or at another site as approved by law enforcement	\$50.00 - per 30 minutes, per wrecker in excess of the first hour.	\$75.00 – per 30 minutes, per wrecker in excess of the first hour	\$175.00 – per 30 minutes, per wrecker in excess of the first hour	Time is calculated as defined for “Time at Scene”. This does not include the time traveling to and from the scene. At every accident, OPERATOR and/or their employees must pick up glass, metal, plastic debris and properly dispose of such at storage facility.
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SECTION XVIII. LEGAL COMPLIANCE, is modified to read as follows:

OPERATOR shall comply with all provisions of Federal and Texas laws and regulations and the applicable sections of the Brenham Municipal Code (specifically including but not limited to, Title 16 Part 4 Chapter 85 "Vehicle Storage Facilities" of the Texas Administrative Code and Chapters 2303 and 2308 of the Texas Occupation Code) and all other laws and regulations regarding the licensing and registration of tow vehicles. Additionally, when removing a wrecked or damaged vehicle from a street or public right-of-way OPERATOR must pick up and remove broken glass and debris from the street or public right-of-way and properly dispose of it at the storage facility. Failure to comply with this paragraph is grounds for a penalty in accordance with Section V of this Contract.

This Addendum is agreed to and accepted by both parties to the Contract and shall be effective as of the _____ day of _____, 2017.

OPERATOR:

Printed Name: _____

Title: _____

CITY:

Terry K. Roberts
City Manager

NON-CONSENT TOW CONTRACT FOR THE CITY OF BRENHAM

This Non-Consent Tow Contract for the City of Brenham, hereinafter referred to as "Contract," is entered into by and between the City of Brenham, a Texas home rule municipality situated in Washington County, Texas, hereinafter referred to as "CITY," and _____ Company (which shall include all owners, employees, agents and/or drivers), a Texas _____, hereinafter referred to as "_____" upon the following terms and conditions performable in Washington County, Texas:

SECTION I. PURPOSE

The purpose of this Contract is to establish acceptable standards and criteria for the provision of Towing Services by _____ participating on the CITY'S Rotation Logs; provided, however, nothing herein shall obligate the CITY to use _____ on the Rotation Logs as the sole or exclusive means of providing Towing Services and the CITY reserves the right to control, independently of the provisions of this Contract, Towing Services for any particular situation it deems appropriate. Towing Services procured pursuant to the provisions of this Contract shall be administered by the Brenham Police Department through its representatives, who shall have authority to promulgate reasonable rules and regulations in furtherance and implementation of this Contract so long as they do not conflict with any provision hereof.

SECTION II. DEFINITIONS

For the purposes of this Contract, the following terms and words are defined as follows:

- A. "Abandoned Vehicle", means a motor vehicle as defined in Section 683.002, Texas Transportation Code. An "Abandoned Vehicle" tow request shall occur during "Normal Business Hours" unless the Department determines the "Abandoned Vehicle" should be removed as soon as possible due to safety concerns, such determination being within the sole discretion of the Department.
- B. "Additional time on scene" means any time on scene or at an alternate site, as approved by law enforcement, exceeding one (1) hour (time traveling to or from the scene and time traveling to the storage facility is not included in this definition).
- C. "Call" or "Dispatch" means a request for Towing Services from Washington County 9-1-1 resulting in a Towing Company being required to perform services pursuant to the provisions of this Contract.

Deleted: for all tows

- D. "CITY" means the City of Brenham, a Texas home rule municipality situated in Washington County.
- E. "Consent Tow" means a tow of any vehicle initiated by the owner, operator, or person with possession, custody, and control of said vehicle. If the Department notifies Washington County 9-1-1 of Towing Services at the request of an owner, operator, or person with possession, custody, and control of said vehicle, said tow is considered a Consent Tow.
- F. "Department" means the City of Brenham Police Department, its Chief and/or designee(s).
- G. "Disabled Vehicle" means a vehicle, other than an Abandoned Vehicle or Impounded Vehicle, which as a result of an accident or equipment failure, or both, is incapable of safe or legal operation, or both, and is requested or required by the Department to be removed from a public street or alley.
- H. "Day" means a period of twenty-four (24) continuous hours unless otherwise specified.
- I. "Heavy Tow" means a vehicle with a gross vehicle weight of more than 25,000 pounds. For the purposes of this Contract, a vehicle's weight shall be determined by the Gross Vehicle Weight Rating indicated by the manufacturer's label on the vehicle itself. If the vehicle does not have a manufacturer's label, then the gross vehicle weight shall be the registered weight of the vehicle.
- J. "Holiday(s)" mean New Year's Day, Easter Sunday, Fourth of July, Veteran's Day, Thanksgiving Day and Christmas Day.
- K. "Impounded Vehicle" means a vehicle, other than an Abandoned Vehicle or Disabled Vehicle, involved in a parking violation, a vehicle whose driver is arrested, or a vehicle which is taken into custody during the investigation of a crime. An Impounded Vehicle is considered a Non-Consent Tow.
- L. "Inclement weather" means unpleasant or harsh weather which creates unsafe or hazardous conditions, including but not limited to freezing conditions, ice, snow, sleet, heavy rain, hail, lightning, tornados, and/or high winds. All determinations regarding whether "inclement weather" conditions exist shall be made by the Department, in its sole discretion.

- M. "Junked Vehicle" means a motor vehicle as defined in Section 683.071, Texas Transportation Code. Junked Vehicles are considered Non-Consent Tows and shall be removed during "Normal Business Hours" unless the Department determines the "Junked Vehicle" should be removed as soon as possible due to safety concerns, such determination being within the sole discretion of the Department.
- N. "Medium Tow" means a vehicle with a gross vehicle weight between 10,000 and 25,000 pounds. For the purposes of this Contract, a vehicle's weight shall be determined by the Gross Vehicle Weight Rating indicated by the manufacturer's label on the vehicle itself. If the vehicle does not have a manufacturer's label, then the gross vehicle weight shall be the registered weight of the vehicle.
- O. "Motorist Assist" means any service to a motorist whose vehicle has been disabled or rendered unusable. Examples include but are not limited to fixing flat tires, providing gasoline, or gaining entry to locked cars. Motorist Assist does not include towing.
- P. "Non-Consent Tow" means any tow of a vehicle requested by the Department. Signature by the owner, operator, or person with possession, custody, and control of said vehicle on any documents provided by the Towing Company does not constitute a Consent Tow.
- Q. "Normal Business Hours" shall mean the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding Holidays as that term is defined in this Contract.
- R. "Regular Tow" means a vehicle with a gross vehicle weight of less than 10,000 pounds. For the purposes of this Contract, a vehicle's weight shall be determined by the Gross Vehicle Weight Rating indicated by the manufacturer's label on the vehicle itself. If the vehicle does not have a manufacturer's label, then the gross vehicle weight shall be the registered weight of the vehicle.
- S. "Recovery" means the removal or towing of any vehicle(s) involved in an incident or accident.
- T. "Rotation Log" shall mean a sequential list, as maintained by Washington County 9-1-1, of Towing Companies duly qualified and authorized pursuant to the provisions of this Contract to receive and respond to calls from Washington County 9-1-1, when the owner, operator, or person with possession, custody, and control of said vehicle has not or cannot express a preference or consent for such services from a specific Towing Company.
- Rotation Log A will be used for "Regular Tow" services in regard to impounded and disabled vehicles as hereinafter provided.

Deleted: the Department

Deleted: the Department

- Rotation Log B will be used for “Regular Tow” services in regard to abandoned vehicles, junked vehicles and motorist assist calls.
 - Rotation Log C will be used for all towing services involving “Medium Tows”.
 - Rotation Log D will be used for all towing services involving “Heavy Tows”.
- U. “Shift Supervisor” means a Department employee with a rank of Corporal or above.
- V. “Security Fence” means an enclosure of wood, chain link, iron, concrete or masonry, placed around an area used for storage of vehicles and designed to prevent intrusion and escape, which is at least six feet (6’) high, with a gate that is locked at all times when the Towing Company’s owners, employees and agents are not present. The Security Fence must be compliant with the Texas Department of Licensing and Regulation (TDLR) regulations governing Vehicle Storage Facilities.
- W. “Time on Scene” means the amount of time beginning when a Towing Company arrives on scene in response to a dispatch to the time the Towing Company has secured the vehicle, cleaned debris, and finished an environmental cleanup. The time driven to and from the scene is not included in “Time on Scene.”
- X. “Tow” means the removal of any vehicle(s) that was **not** involved in an incident or accident.
- Y. “Towing Company(ies)” means any person, firm or entity owning or operating a Texas licensed wrecker service, including its employees, agents, and drivers. If a person, firm or entity owns an interest in more than one licensed Towing Company, then each and every Towing Company in which the person, firm, or entity owns an interest shall be collectively considered as a single Towing Company for the purpose of position on the CITY’S Rotation Logs.
- Z. “Towing Service(s)” means any service provided by a Towing Company under the terms of this Contract.

SECTION III. TERM

This Contract shall be effective for an initial term beginning on the ____ day of _____, 20____ and will automatically terminate on the 31st day of December, 2016. Thereafter, this Contract shall automatically be renewed on the 1st day of January each year, for a term of one (1) year, under the terms and conditions then in effect, unless otherwise terminated as provided herein.

SECTION IV. CONSIDERATION

In consideration of the CITY'S administration, regulation and operation of the rotation system and the CITY'S permission to participate in non-consent tows within the city limits, and specifically for a place on the applicable Rotation Logs, _____ agrees to pay the CITY an annual fee of two hundred and fifty dollars (\$250.00) for inclusion on the Regular Tow Rotation Log, two hundred and fifty dollars (\$250.00) for inclusion on the Medium Tow Rotation Log and two hundred and fifty dollars (\$250.00) for inclusion on the Heavy Tow Rotation Log.

All payments by _____ to the CITY under this Contract must be mailed or delivered to the City Secretary for the City of Brenham, P.O. Box 1059 (200 W. Vulcan Street, Suite 206), Brenham, Texas 77834-1059. Payments must be in the form of a check, cashier's check or money order, and must state the following on the face of the check or money order: TOWING SERVICE FOR [year]. Payment is due on or before January 1st of each year. _____ will not be permitted to participate in the CITY's Rotation Logs until payment is received by the CITY.

SECTION V. RULES AND PROCEDURES FOR _____'S PARTICIPATION ON CITY'S ROTATION LOGS

The following section includes provisions, rules, regulations, and procedures that are applicable to _____ and any Towing Companies who contract with the CITY for a place on the CITY's Rotation Logs. The City Manager, or his designee, shall have the authority to interpret, implement and enforce the terms of this Contract.

A. OPERATION

The following conditions shall govern the conduct of Towing Companies on the Rotation Logs:

- 1) *Washington County 9-1-1 dispatch necessary, exception.* Except for private requests for Towing Services by the owner or operator of a vehicle, or the person who has possession, custody and control of the vehicle, _____ shall not proceed to an incident or accident scene without being called or dispatched.
- 2) *Acknowledgment time period.* _____ must acknowledge receipt of all Washington County 9-1-1 calls/dispatches for Towing Services within five (5) minutes. After the five (5) minute acknowledgment time period has expired, Washington County 9-1-1 shall notify the next Towing Company on the applicable Rotation Log. Failure to acknowledge receipt of a call/dispatch shall forfeit _____'s turn and said call/dispatch will be considered a declined call/dispatch as outlined in this Contract.

- 3) *Interference.* _____ shall not interfere with any law enforcement officer(s) while they are in charge of, or investigating the scene of a motor vehicle accident or other incident requiring Towing Services.
- 4) *Solicitation.* _____ shall not solicit business while on an incident or accident scene.
- 5) *Professional Conduct.* _____ and its owner(s), employees, agents and/or drivers shall conduct themselves in a reasonable, safe, professional, courteous, honorable and lawful manner at all times. Further, _____ and its owner(s), employees, agents and/or drivers shall conduct themselves with due regard to public conventions and morals and shall not commit any act or do anything which might reasonably be considered: (i) to be immoral, unprofessional, discourteous, unlawful, deceptive, scandalous or obscene; or (2) to injure, tarnish, damage or otherwise negatively affect the CITY or its reputation in any way. Notwithstanding any other provision of this Contract, should _____ or any of its owner(s), employees, agents and/or drivers violate this provision, including but not limited to being arrested for or convicted of a criminal law violation, the CITY may terminate this Contract immediately, and provide _____ written notice of the termination within ten (10) business days of the date of termination.
- 6) *Obedience to traffic laws.* _____ shall obey all state and municipal traffic laws when responding to a request for Towing Services.
- 7) *Submission of telephone numbers.* _____ shall furnish the Department's Administrative Captain and/or designee with one (1) telephone number to be used by Washington County 9-1-1 as a call/dispatch number. Any changes in the aforementioned telephone number shall be immediately transmitted to the Administrative Captain. No pagers or answering machines are permitted as call out/dispatch numbers.
- 8) *Twenty-four-hour service.* _____ shall maintain and be fully capable of providing Towing Services twenty-four hours/day, seven days/week.
- 9) *Availability.* _____ shall not accept a call/dispatch for Towing Services from a Rotation Log unless _____ has a wrecker and the necessary equipment immediately available to perform the services.

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_____ shall conduct themselves in a reasonable, safe, professional, and courteous manner at all times while on an incident or accident scene

- 10) *Response with own wreckers.* _____ shall respond to all incidents or accident scenes with its own wrecker(s) and shall not send another Towing Company in response to a Rotation Log call/dispatch. Any wrecker responding to incidents or accident scenes must have the CITY's Non-Consent Tow Contract decal affixed to the wrecker in the lower right hand corner of the front windshield so that it can be easily viewed by the public and Department personnel.
- 11) *Assistance needed for tow.* If _____ is not capable to perform the required Towing Services or needs additional assistance, _____ may request, with the Department's approval, that another Towing Company from the appropriate Rotation Log be called/dispatched.
- 12) *Response while impaired prohibited.* _____ shall not respond to a dispatch under the influence of alcoholic beverages, controlled substances or otherwise impaired physically or mentally so as to be a danger to self or others, or incapable of performing Towing Services.
- 13) *Proficiency.* _____ shall provide drivers who are proficient and competent in the operation of such wrecker and the securing and movement of towed vehicles, and that are in compliance with the rules and regulations as provided by the Texas Department of Licensing and Regulation (TDLR) and any other State and/or Federal law that may apply to Towing Companies and Towing Services.
- 14) *Reflective wear required.* At all times, _____ shall wear reflective vests, coats or shirts as defined by Federal regulation 23-CFR-634 (ANSI/ISEA 107-2004) while on the scene of any incident or accident scene.
- 15) *Consent Tow Service.* In addition to the Non-Consent Tows, _____ may also be called upon by the CITY to conduct Consent Tows of municipal vehicles, vehicle seizures as directed by the Department, and towing and storage of vehicles needed for evidentiary purposes as directed by the Department.
- 16) All Towing Company vehicles dispatched to an incident or accident scene shall park at least one hundred feet (100') away in a safe position until instructed by the Department to begin the towing process.

- 17) _____ is required to immediately notify Washington County 9-1-1 when Consent Tow services are requested by an owner, operator, or person with possession custody, and control of a vehicle if _____ believes that a criminal act involving said vehicle may have occurred prior to receiving said request for a Consent Tow.

B. ROTATION LOGS

- 1) _____ shall promptly respond to a dispatched incident or accident scene with a wrecker within the time limits provided in Section VIII of this Contract. If _____ is not able to respond, it shall immediately notify Washington County 9-1-1. _____ will be passed over for that call and Washington County 9-1-1 will go to the next Towing Company on the applicable Rotation Log.
- 2) If _____ responds to a dispatch, but renders no Towing Services, the response will not be considered a turn on the applicable Rotation Log and _____'s position will not be forfeited. It is the Department's responsibility to notify Washington County 9-1-1 that no services were rendered.
- 3) _____ must arrive on scene with a wrecker within the time limits provided in Section VIII of this Contract. If _____ does not arrive on the scene on time or if the public health, safety and welfare necessitate more expeditious action, the Department reserves the right to request the services of the next Towing Company on the applicable Rotation Log for that turn. Any Towing Company that is late in responding to dispatches for Towing Services without an acceptable reason may be subject to penalties as provided herein.
- 4) _____ will provide the Department a copy of its annual inspection record(s) as completed by the Texas Department of Licensing and Regulation (TDLR) within thirty (30) calendar days after receipt.
- 5) When emergency conditions necessitate, the CITY reserves the right to request the services of the Towing Company who, in the CITY'S sole opinion, is best able to handle the situation and/or can reach the scene most expeditiously, regardless of that Towing Company's position on any Rotation Log. For the purposes of this subsection, the Department will make the determination that emergency conditions exist. If a call/dispatch is made under these circumstances, the Towing Company that would have otherwise been called/dispatched will not forfeit its respective position on the applicable Rotation Logs.

- 6) Upon written request and within ten (10) business days, Washington County 9-1-1 will provide Towing Companies with a monthly report of the rotation call-out activity.
- 7) The Department has the right to inspect any of _____'s equipment at any time to ascertain if it is being properly maintained and that all required equipment is in proper operating order.
- 8) _____ shall have its wrecker(s) and equipment inspected annually by the Department.
- 9) Participation in the Rotation Log system shall be considered personal to _____. Participation on any Rotation Log shall not constitute a property interest, but is rather a license.
- 10) _____ is permitted only a single position on each Rotation Log regardless of the number of wreckers owned by _____. If _____ is a parent entity or a subsidiary of another Towing Company, that Towing Company is not entitled to separately contract with the CITY for a position on any of the Rotation Logs.
- 11) If _____ is dispatched from any of the Rotation Logs and declines for any reason, _____ shall forfeit its next turn on the applicable Rotation Log.
- 12) If _____ is dispatched off the Motorist Assist Rotation Log and declines for any reason, _____ will forfeit its next turn on the Regular Rotation Log A (Impounded).

C. PENALTIES

- 1) Violation of any rule, regulation or provision of this Contract, depending on the nature or frequency of the violation(s), is cause for a written warning, suspension or removal of _____ from all Rotation Logs. The _____ Department shall notify _____ in writing of a violation and the applicable penalty.

- a. Upon receipt of notification of a violation, _____ may, within fifteen (15) calendar days thereof, deliver a written request to the Department for a hearing to be held before the Wrecker Service Contract Review Board, hereinafter referred to as "Review Board." The Review Board shall consist of a representative from the Department, the Chief of Police, a City Council member appointed by the Mayor, and a representative from the local towing industry appointed by the City Manager. The City Manager shall also appoint an alternate representative from the local towing industry who shall serve in the event that there is a conflict of interest with the original representative. The receipt of a timely written request by the Department for a hearing shall stay the penalty pending final disposition unless it is determined by the Chief of Police that it would endanger public safety to allow _____ to continue on the Rotation Logs.
- b. A hearing shall be held within fourteen (14) calendar days after receipt by CITY of a written request. The Department's representative shall notify _____, in writing, of the time, date, and place of the hearing. Written notification of said hearing must be postmarked at least five (5) business days before the date of the hearing. At such hearing, _____ shall be provided an opportunity to be heard. The Review Board may hear from CITY representatives and others who may have relevant information.
- c. The Review Board shall render a decision in writing within three (3) business days from the date of the hearing setting forth the reasons for its decision. The Review Board may affirm, modify, or overrule a finding or penalty issued by the Department.
- 2) After a suspension has been ordered, in order to be reinstated to the Rotation Logs after the period of suspension has elapsed, _____ must pay to the CITY a reinstatement fee of two hundred fifty dollars (\$250.00). The Department may only reinstate a suspended Towing Company after it has been determined that the Towing Company is in compliance with all regulations and the terms of this Contract, and after the reinstatement fee has been paid.
- 3) If any violations of the regulations or provisions of this Contract are deemed by the CITY or the Department to be of such nature as to endanger public safety, the _____ Department shall immediately suspend _____ from all Rotation Logs and then provide written notice pursuant to the provisions above.

Comment [JB1]: In past contracts, the reinstatement fee was the same amount as the contract fee. Staff believes this was simply an oversight when the fees were amended in 2014.

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- 4) Except as otherwise provided in this Contract, the following penalties shall be assessed for violations of this Contract and prior Non-Consent Tow Contracts with the CITY:

First Violation:	Written Warning
Second Violation:	Forty-five Day Suspension
Third Violation :	One-Year Suspension
Fourth Violation :	Permanent Removal and Termination of Contract

- 5) Penalties for violations involving failure to timely submit quarterly reports in accordance with Section XII(B)(1), failure to arrive on the scene of a dispatched call, charging in excess of the rates established herein or any infraction which jeopardizes the safety of the public, depending upon the severity thereof as determined by the Department, may result in a penalty in a higher class regardless of the number of prior violations up to and including permanent removal without following the above progressive penalty steps. There shall be no written warnings for violations described in this subsection and the minimum penalty for a violation described in this subsection shall be a forty-five (45) day suspension.
- 6) Except as otherwise provided in this Contract, the progressive penalty steps set forth in subsection V(C)(4) shall be used in determining the applicable penalty for violations committed by _____. In determining the penalty applicable to a violation about which _____ has been notified, violations that were committed more than twelve (12) months prior to the date of the violation under consideration shall not be included in calculating the number of violations committed by _____.
- 7) _____ will be immediately removed from all Rotation Logs and this Contract terminated if during the term of this Contract, _____ declines a cumulative total of eight (8) calls/dispatches on any and all of the Rotation Logs without prior notification to Washington County 9-1-1 that it is out of service.

SECTION VI. ASSIGNMENT AND SALE

A. ASSIGNMENT

- 1) The rights, duties, obligations, and privileges under this Contract, including but not limited to a position on any of the Rotation Logs, is non-transferable, and are exclusively granted to the undersigned. _____ may not sell, transfer, convey, or assign an ownership or any other interest in _____'s rights, duties, obligations, and privileges under this Contract, including but not limited to a position on any of the Rotation Logs to a Towing Company that has had its position on the Rotation Logs suspended or terminated.

B. SALE

- 1) In the event that _____ sells, transfers, conveys, or assigns its business, the CITY must be given notice of the sale, transfer, conveyance, or assignment within five (5) business days or this Contract may be terminated by the City. Delay in exercise of this termination option does not constitute a waiver.
- 2) If notice of a sale, transfer, conveyance, or assignment is properly given to the City, the new Towing Company may apply for reinstatement to the Rotation Logs before the end of the suspension period, but only if the sale, transfer, conveyance, or assignment was the result of a bona fide exchange of a majority of the assets of the business for a reasonable consideration. All documents demonstrating the same, including but not limited to the contract for sale and any filings with the Texas Secretary of State, must be provided to the Department's representative.

Comment [JB2]: Staff recommends this change. Feels that 30 days is too long for the City to notified of a change in ownership.

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SECTION VII. AUTHORIZED PERSONS

_____ hereby agrees to provide Towing Services when requested by the Department on behalf of any CITY organization for the towing and storage of junked, abandoned, impounded and disabled vehicles as those terms are defined herein. Only response to requests for Towing Services received from Washington County 9-1-1 are authorized under this Contract and response to requests from any other source may subject _____ to penalties as provided in Section V of this Contract.

SECTION VIII. RESPONSE TIME

_____ agrees to respond promptly to any and all requests made by the Department through Washington County 9-1-1. In this section, "promptly" shall mean within twenty (20) minutes between the hours of 6:00 a.m. and 10:00 p.m. and thirty (30) minutes between the hours of 10:01 p.m. and 5:59 a.m. provided, however, if _____ notifies Washington County 9-1-1 of a delay not attributable to _____ (e.g. traffic near the scene, inclement weather, etc.) and of a reasonable time of arrival on the scene, _____ may be allowed fifteen (15) additional minutes to arrive.

SECTION IX. EQUIPMENT AND PERSONNEL

_____ must own or lease adequate equipment and vehicles to perform all the requirements of this Contract. _____ shall provide experienced, trained, properly licensed, qualified, and trustworthy personnel to safely and expediently operate the equipment and vehicles in performing work under this Contract. _____ shall be responsible for and in sole control of the acts and omissions of said personnel.

SECTION X. SUPERVISORY RELEASE WITHOUT COST

_____ shall release any vehicle towed pursuant to this Contract without charge if requested to do so in writing by the Chief of Police or Department personnel with the rank of Captain.

SECTION XI. VEHICLE STORAGE FACILITY

A. STORAGE REQUIRED

- 1) _____ shall provide licensed storage facilities and a primary place of business within Washington County, Texas. The vehicle storage facility shall meet the requirements of state law and any applicable County regulations regarding vehicle storage facilities.
- 2) _____ shall meet all requirements of both State and Federal law regarding the towing and storage of vehicles carrying material classified as "Hazardous in Nature".

B. SECURITY

- 1) Every storage facility shall be adequately secured against theft and vandalism and have Security Fencing. _____ will be responsible for each vehicle and its contents while in its care, custody and control. The storage facility premises and office area must be kept clean and orderly. All vehicles in the storage facility shall be stored in such a manner that there exists a minimum of three feet (3') on the side of each vehicle to allow for access to the interior of the vehicle in order to check the vehicle's identification numbers.

C. ALTERNATIVE STORAGE

- 1) All vehicles towed by _____ pursuant to this Contract shall be taken to _____'s storage facility, unless the owner, operator, or person with possession, custody, and control of said vehicle authorizes in writing that the vehicle be taken to another location. It is sufficient that the other location is written on the _____ towing receipt or ticket at the scene. The location requested by an owner, operator, or person with possession, custody, and control of said vehicle **does not** constitute a Consent Tow; therefore, all charges will be applicable to a Non-Consent Tow pursuant to this Contract.

SECTION XII. RECORDS

A. RETENTION

- 1) _____ shall maintain during the term of this Contract, and for three (3) years following the expiration or termination of this Contract, complete and accurate copies of all books, records, receipts and tickets generated under or related to this Contract. _____ agrees to make its books and records, regarding the performance of this Contract, available to CITY'S duly authorized representatives at _____'s place of business during normal business hours for inspection, copying and auditing. Failure to maintain the records described above or failure to provide access to the records will be a basis for termination of this Contract. Audits shall be performed by the CITY on an as needed basis solely determined by the CITY.

B. QUARTERLY REPORTS

- 1) _____ shall submit quarterly reports to the City Secretary, City of Brenham, P.O. Box 1059 (200 W. Vulcan Street, Suite 206), Brenham, Texas 77834-1059. The reports must include a cover page and copies of all the invoices, and supporting documents, for non-consent tows from the preceding calendar quarter. The cover page shall contain the total amount of all fees charged pursuant to this Contract, the number of non-consent tows conducted pursuant to this Contract, the number of motorist assists performed pursuant to this Contract, and the number of vehicles towed pursuant to this Contract that remain unclaimed. These reports are due by January 10th, April 10th, July 10th and October 10th. If one or more quarterly reports are not timely or properly submitted to the City Secretary, such failure constitutes a violation of this Contract and the CITY may assess penalties against _____ as provided in Section V(C).

SECTION XIII. NOTICES AND AUCTION

Vehicles which are left at _____'s storage facility for more than ten (10) days after notice is sent by registered or certified mail, return receipt requested, to the owner to pick up the vehicle in accordance with Subchapter C of Chapter 683, Texas Transportation Code, shall be disposed of according to the provisions of such statute, as amended. _____ shall dispose of junked vehicles according to state law and shall retain the proceeds of such disposal as provided by law.

SECTION XIV. CITY EXEMPT

CITY shall never be held responsible for any wrecker or towing fees, storage fees or any other charges for non-consent tows requested by the Department and incurred as a result of this Contract. _____'s sole source of revenue and recourse for services performed under this Contract, in every case, shall be from and against title owner or operator of vehicles or a third party in privity with those. An exception exists if the Department request towing services for evidentiary purposes under Article 18.23 of the Texas Code of Criminal Procedure.

_____ may charge the CITY a one-time fee of one hundred dollars (\$100.00), per investigation, for Regular Tows requested by the Department in order to properly secure a vehicle for evidentiary purposes as authorized under Article 18.23 of the Texas Code of Criminal Procedure.

_____ may charge the CITY a one-time fee of one hundred fifty dollars (\$150.00), per investigation, for Medium or Heavy Tows requested by the Department to properly secure a vehicle for evidentiary purposes as authorized under Article 18.23 of the Texas Code of Criminal Procedure.

_____ may charge the CITY no more than one hundred dollars (\$100.00) per occurrence for Regular Tows and storage of any CITY owned vehicle.

_____ may charge the CITY no more than one hundred fifty dollars (\$150.00) per occurrence for Medium or Heavy Tows and of any CITY owned vehicle.

SECTION XV. INDEMNITY

_____, INCLUDING ITS OWNERS, OFFICERS, PARTNERS, MANAGERS, HEIRS, ASSIGNS, AND SUCCESSORS, AGREES TO HOLD CITY HARMLESS FROM AND INDEMNIFY THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, VOLUNTEERS, AGENTS, AND REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, DAMAGES, COSTS, ATTORNEY'S FEES, AND INTEREST, RELATING TO ANY AND ALL PERSONAL INJURIES, DEATHS, AND/OR PROPERTY DAMAGE BY WHOMSOEVER SUFFERED, ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH ANY ACT OR OMISSION BY _____, ITS OWNERS, PARTNERS, MANAGERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, WORKMEN, AND OTHER PERSONS USED BY IT OR OTHERWISE UNDER ITS DIRECTION IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

SECTION XVI. FEES

_____ shall neither charge nor attempt to collect any other fees or charges of any kind or character for the towing, waiting, debris removal, storage, security, or release of any vehicles except those fees authorized by this Contract. Any additional services and their associated fees specifically authorized in writing by the scene commander or the on-scene supervisor will be considered as authorized fees. Storage charges shall cease when a properly completed request for release is made.

All DEPARTMENT initiated requests for Towing Services shall be considered Non-Consent tows pursuant to the terms of this Contract. The signature of an owner, operator, or person with possession, custody, and control of said vehicle on any documents or forms provided by _____ does not constitute said tow as a Consent Tow.

The following are the maximum fees _____ can charge for any vehicle or service under this Contract:

Permissible Charges	Regular Tow (0 – 9,999 lbs.)	Medium Tow (10,000 - 25,000 lbs.)	Heavy Tow (Above 25,001 lbs.)	Notes
Towing	\$175.00 – first hour on scene, per unit	\$225.00 – first hour on scene, per unit	\$500.00 – first hour on scene, per unit	Unit is defined as the registered vehicle (car, truck, trailer, etc.)
Additional time on scene <u>or at another site as approved by law enforcement.</u>	\$50.00 – per 30 minutes, per wrecker in excess of the first hour	\$75.00 – per 30 minutes, per wrecker in excess of the first hour	\$175.00 – per 30 minutes, per wrecker in excess of the first hour	Time is calculated as defined for “Time at Scene”. This does not include the time traveling to and from the scene. At every accident, _____ and/or their employees must pick up glass, metal, plastic debris and properly dispose of such at storage facility.
Winching	\$100.00 – flat fee per wrecker	\$175.00 – flat fee per wrecker	See separate fee schedule for Heavy Tows	Winching charges apply to off road recoveries only. This fee may not be charged to pull apart vehicles involved in an incident or accident.
Up-righting	\$50.00 flat fee	\$200.00 flat fee	See separate fee schedule for Heavy Tows	Any additional equipment/charges/personnel must have been utilized at scene with prior approval from the Department.
Additional wrecker fee	\$100.00 per wrecker utilized at scene	\$150.00 per wrecker utilized at scene	See separate fee schedule for Heavy Tows	Any additional equipment/charges/personnel must have been utilized at scene with prior approval from the Department.

Additional Truck and Trailer for clean-up	\$75.00 – per wrecker utilized at scene	\$75.00 per wrecker utilized at scene	See separate fee schedule for Heavy Tows	Any additional equipment/charges/personnel must have been utilized at scene with prior approval from the Department.
Storage Fee	Not to exceed State allowable	Not to exceed State allowable.	Not to exceed State allowable.	Shall not charge in excess of one day's storage for a vehicle, which remains in storage less than twelve (12) hours notwithstanding the passage of midnight. Also, does not apply to additional wreckers or additional truck and trailer.
Mileage Fee <i>A mileage fee may only be charged in special circumstances such as a pursuit</i>	\$4.00 per mile <i>Initiated in Brenham and stops in Chappell Hill, mileage may then be charged from</i>	\$5.00 per mile <i>The city limits of Brenham to the location where the pursuit ended,</i>	\$7.00 per mile <i>And then the mileage back to the city limits.</i>	Starts and ends at City limit line (outbound and inbound). There is no mileage allowance for a point-to-point tow within the City.
Impoundment Fee	Not to exceed State allowable	Not to exceed State allowable	Not to exceed State allowable	
Certified Letter Fee	Not to exceed State allowable	Not to exceed State allowable	Not to exceed State allowable	
Motorist Assist	Not more than \$65.00 flat fee	Not more than \$75.00 flat fee	Not more than \$125.00 flat fee	Motorist Assist fees will be waived if towing services are required.
Extra Person	\$35.00 per 30 minutes	\$35.00 – per 30 minutes	See separate fee schedule for Heavy Tows.	Any additional equipment/charges/personnel must have been utilized at scene with prior approval from the Department. Also, does not apply to additional wreckers or additional truck and trailer.

Tractor/Forklift/Skid Steer Fee	\$150.00 flat fee	\$350.00 – flat fee	See separate fee schedule for Heavy Tows.	Any additional equipment/charges/personnel must have been utilized at scene with prior approval from the Department.
Tie-up Axle	N/A	\$100.00 – flat fee	N/A	Any additional equipment/charges/personnel must have been utilized at scene with prior approval from the Department.
Inclement Weather	\$25.00 - flat fee	\$25.00 – flat fee	See separate fee schedule for Heavy Tows	Approved by the Department
Holidays	\$25.00 – flat fee	\$25.00 – flat fee	*See separate fee schedule for Heavy Tows	Approved by the Department

Fees for Heavy Tows and Recoveries	Price Per Pound	Empty	Loaded
Contained Recovery/Winching	2.5 cents	Registered gross weight of the vehicle	Manifest weight
Salvage/Debris Recovery	3 cents	N/A	Manifest weight
Inclement Weather (as approved by the Department)	1 cent	Registered gross weight of the vehicle	Manifest weight
Holidays	1 cent	Registered gross weight of the vehicle	Manifest weight
Rollover/Up-righting	2.5 cents	Registered gross weight of the vehicle	Manifest weight
Embankment or inclines	1 cent	Registered gross weight of the vehicle	Manifest weight
Back door open – unloading	2.5 cents	Registered gross weight of the vehicle	Manifest weight
Suspension Damage	4 cents	Registered gross weight of the vehicle	Manifest weight

Fees for additional trucks or drivers may only be charged if approval for additional truck or driver is obtained, in advance, by the Department. The term “loaded trailer” includes flatbeds, van trailers, and oversized loads put on axles. The determination of whether a trailer is a “loaded trailer” will be made by the Department.

SECTION XVII. INQUIRIES

On all bills, invoices, receipts, tickets, etc. issued by _____ for services rendered under this Contract, _____ shall notify customers of the fees specified in Section XVI of this Contract and, the mailing address for the Department's Administrative Captain, P.O. Box 682, Brenham, TX 77834 and telephone number (979) 337 – 7327 for purpose of directing questions regarding fees or services.

_____ shall give customers an itemized receipt that reflects the services and fees as specified above. This notice must be pre-printed on the forms used by _____ or a legible sticker or rubber stamp may be used to convey the required information. The required information must be in Times New Roman font of not less than ten (10) points. A notice containing this same information shall also be posted on a sign prominently displayed to the public at the place of payment, in letters at least one inch (1") high, with a contrasting background. This sign shall be posted within fifteen (15) calendar days after Contract is executed.

SECTION XVIII. LEGAL COMPLIANCE

_____ shall comply with all provisions of Federal and Texas laws and regulations (specifically including but not limited to, Title 16, Part 4, Chapter 85, "Vehicle Storage Facilities" of the Texas Administrative Code and Chapters 2303 and 2308 of the Texas Occupations Code), the applicable provisions of the Brenham Code of Ordinances, and all other laws and regulations regarding the licensing and registration of tow vehicles. Additionally, when removing a wrecked or damaged vehicle from a street or public right-of-way _____ must pick up and remove broken glass and debris from the street or public right-of-way and properly dispose of it at the storage facility. Failure to comply with this paragraph is grounds for a penalty in accordance with Section V of this Contract.

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SECTION XIX. COMPLAINTS AND OVERCHARGES

Complaints concerning _____'s performance of this Contract received by the CITY shall be forwarded to and promptly investigated by _____ and a satisfactory written explanation made to CITY within five (5) business days after the date _____ is notified verbally and/or in writing of the complaint by the CITY. _____ agrees to promptly and without delay take whatever action is necessary to correct any and all complaints. _____'s failure to timely investigate or to promptly correct errors, overcharges or complaints shall constitute a breach of this Contract and authorize CITY to penalize _____ as provided in Section V of this Contract. Overcharges for towing or storage or both shall be promptly refunded. When a complaint is initiated, all charges will stop until such time as the complaint has been resolved in writing and signed by all parties involved. All complaints by the public, or other Towing Companies, must be received in writing by the CITY. Oral complaints will not be acted upon in any way. A complaint form will be provided by the CITY.

SECTION XX. VEHICLE RELEASE

_____ shall release vehicles in its custody twenty-four (24) hours per day. Vehicles must be released within one (1) hour of a request. _____ shall release personal property during normal business hours free of charge.

SECTION XXI. POLICE HOLD

_____ must provide a uniquely numbered receipt (a card stub) to the CITY on impounded vehicles that describes the vehicle to be impounded and designates whether or not there is a police hold on the vehicle. Before releasing a vehicle with a police hold marked on the stub GOODMAN WRECER will ensure that any law enforcement hold has been canceled. Holds may only be placed by a Department officer with the rank of Sergeant or above and must be in writing. The CITY is not responsible for additional storage fees that are the result of an improperly placed law enforcement hold.

SECTION XXII. INSURANCE

_____ shall provide insurance coverage in amounts that are at minimum in compliance with State and Federal law, prior to the execution of this Contract and maintain such coverage, without interruption for the full term of this Contract. All policies shall be issued by an insurer with a Best Rating of B+ or better, authorized to write such coverage in Texas. A certificate of insurance must be filed with the City Secretary of the CITY prior to the execution of this Contract. The policy must list the City of Brenham as an "additional insured" and require the company to give CITY forty-five (45) days advance notice of non-renewal, cancellation or other material changes by the carrier.

SECTION XXIII. SAVINGS

In case of any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION XXIV. TERMINATION

Either party shall have the right to terminate this Contract, without cause, upon thirty (30) days written notice.

SECTION XXV. NOTICES

Notices required by this Contract shall be deemed delivered upon the earlier of: 1) three (3) days after the notice is deposited in the U.S. mail properly addressed and with sufficient postage; or 2) upon actual receipt by the party to whom notice is sent. All notices required hereunder shall be delivered by a commercial carrier/delivery service or mailed by certified or registered U.S. mail, return receipt requested, as follows:

CITY OF BRENHAM: City Secretary
City of Brenham
P.O. Box 1059
200 W. Vulcan Street, Suite 206
Brenham TX 77834-1059

TOWING COMPANY:

Company Name: _____
Attn: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Cellular: _____
Fax: _____ E-Mail: _____

SECTION XXVI. WAIVER OR AMENDMENT AND ESTOPPEL

Waiver, alternation, or modification of any of the provisions of this Contract shall not be binding unless such waiver, alteration, or modification is in writing and signed by an authorized representative of the parties. Failure by either party to enforce a breach of this Contract on one or more occasions shall not constitute a waiver of further breaches or estoppel enforcement on the subsequent occasions. The terms of this Contract are exclusively applicable to _____ and the CITY and it is the intent of the parties that no third parties are intended beneficiaries of this Contract.

SECTION XXVII. INDEPENDENT CONTRACTOR

The parties intend that the relationship created between them by this Contract shall be that of CITY and independent contractor. No owner, agent, employee, or sub-operator of _____ shall be or shall be deemed to be the employee, agent or servant of CITY. CITY is interested only in the results obtained under this Contract. The manner and means of conducting the work are under the sole control of _____. None of the benefits provided by CITY to its employees, including, but not limited to compensation insurance, hospitalization insurance, or unemployment insurance are available from CITY to the employees, agents, servants or sub-operators of _____.

SECTION XXVIII. SECTION TITLES

The titles for each section are for convenience only and are non-substantive, and do not expand or limit the text of the section.

SECTION XXIX. GOVERNING LAW

The validity and interpretation of any of the terms and provisions of this Contract or of the rights and duties of the parties hereunder shall be governed by the laws of the State of Texas. Any action arising out of this Contract shall be filed in any appropriate Court having jurisdiction in Washington County, Texas.

Executed on this the _____ day of _____, 20_____.

CITY OF BRENHAM

Terry K. Roberts
City Manager

Title: _____

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 14

DATE OF MEETING: February 16, 2017	DATE SUBMITTED: February 3, 2017	
DEPT. OF ORIGIN: Police Department	SUBMITTED BY: Craig U. Goodman	
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 Acceptance of a Donation in the Amount of \$15,000.00 to the Brenham Pet Adoption Center and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: Angela and Bob Knauss have offered a donation to the Brenham Pet Adoption Center for \$15,000 to provide funding for material to build A frames for donated swings, material to cover portions of the outdoor kennels and \$1,500 specifically allotted toward the cat room. The remainder of the funds will be allocated for the purchase of a security camera system. These funds will be placed in the Brenham Pet Adoption Center donation account and allocated as agreed.		
STAFF ANALYSIS: A. PROS: These funds will assist the Center with the purchase of material to enhance donated outdoor swings (A frames), material to cover portions of the outdoor kennels, \$1,500 allocated toward the cat room and the remaining funds apportioned for a security camera system. B. CONS: None identified		
ALTERNATIVES (In Suggested Order of Staff Preference): None		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable): Donation		
RECOMMENDED ACTION: Accept a donation in the amount of \$15,000.00 to the Brenham Pet Adoption Center and authorize the Mayor to execute any necessary documentation		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 15

DATE OF MEETING: February 16, 2017	DATE SUBMITTED: February 7, 2017															
DEPT. OF ORIGIN: Police Department	SUBMITTED BY: Craig U. Goodman															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
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☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-17-003 Authorizing the Submission of a Grant Application Through the Criminal Justice Division of the Governor's Office for Conversion to the National Incident-Based Reporting System																
SUMMARY STATEMENT: Uniform Crime Reporting gathers crime data from law enforcement agencies for statistical analysis. There are two methods for reporting data, Summary Reporting and Incident Reporting. The Texas Legislature has mandated that all agencies move away from Summary reporting to incident based reporting. Office of the Governor, Criminal Justice Division is accepting applications from local law enforcement agencies to upgrade technology infrastructure to allow for and support Incident-Based Reporting to the Texas Department of Public Safety. There is no match required.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Grant funding will allow the City to convert to the Incident-Based Reporting as has been mandated. B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Resolution No. R-17-003																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve Resolution No. R-17-003 for the submission of a grant application through the Criminal Justice Division of the Governor's Office for conversion to the National Incident-Based Reporting System																
APPROVALS: Terry K. Roberts																

RESOLUTION NO. R-17-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT FUNDING THROUGH THE OFFICE OF THE GOVERNOR'S CRIMINAL JUSTICE DIVISION

WHEREAS, Uniform Crime Reporting gathers crime data from law enforcement agencies for statistical analysis. There are two methods for reporting data: Summary Reporting and Incident Reporting. The Texas Legislature has mandated that all agencies move away from Summary Reporting to Incident Based Reporting.

WHEREAS, the Office of the Governor, Criminal Justice Division has allocated grant funding for local law enforcement agencies to upgrade technology infrastructure to allow for and support Incident-Based Reporting to the Texas Department of Public Safety.

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

1. That the Mayor is hereby authorized to submit a grant application for \$72,800.00 to the Criminal Justice Division of the Governor's Office on behalf of the City of Brenham with no match required;
2. That the City of Brenham hereby agrees that in the event of loss or misuse of the Criminal Justice Division Program grant funds, the City of Brenham assures that the funds will be returned to the Homeland Security Department in full;
3. That the Mayor is hereby authorized to execute any necessary documentation related to the grant application described herein; and
4. That this Resolution is effective upon its adoption.

PASSED AND APPROVED on this the 16th day of February, 2017.

Milton Y. Tate, Jr.
Mayor

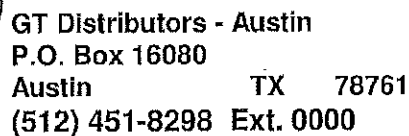
ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 16

DATE OF MEETING: February 16, 2017	DATE SUBMITTED: February 10, 2017
DEPT. OF ORIGIN: Police Department	SUBMITTED BY: Craig U. Goodman
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of Rifle Equipment for the Police Department Using Seized Narcotic Funds and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: The police department is seeking the Mayor and Council's approval to order twenty (20) Magpul flip-up rear sights and twenty (20) Aimpoint patrol rifle optics to complete the outfitting of the remaining rifles in the agency. We are seeking the use of narcotic seizure funds to purchase these items.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Increase the speed of target acquisition, improve overall accuracy and uniformity with departmental weapons B. CONS: None identified	
ALTERNATIVES (In Suggested Order of Staff Preference): None suggested	
ATTACHMENTS: (1) Magpul Flip-Up Rear Sights Quote; and (2) Aimpoint Patrol Rifle Optics Quote	
FUNDING SOURCE (Where Applicable): Narcotic Seizure Fund, the current balance is approximately \$14,000.	
RECOMMENDED ACTION: Approve the purchase of twenty (20) Magpul flip-up rear sights and twenty (20) Aimpoint patrol rifle optics from GT Distributors, Inc. in the amount of \$8,806.10 for the police department and authorize the Mayor to execute any necessary documentation	
APPROVALS: Terry K. Roberts	



Bill To:

Brenham Police Department (TX)
PO Box 1059
Dept 154
Brenham TX 77834-1059

Brenham Police Department (TX)
1800 Long Wood Dr
Attn: Jared Campbell
Brenham TX 77833

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesperson is Aaron Pope. Thank you!

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GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0049470
Date	1/2/2017
Page:	1

Bill To:

Brenham Police Department (TX)
PO Box 1059
Dept 154
Brenham TX 77834-1059

Ship To:

Brenham Police Department (TX)
1800 Long Wood Dr
Attn: Jared Campbell
Brenham TX 77833

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
AP PRO 01/2017	000404	AP	U	NET 15	0/0/0000	1,562,297
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
20	AP-12841	Aimpoint Patrol Rifle Sight	EA	\$397.50	\$7,950.00	
1	NOTES:	Quotation reflects Buyboard Contract 432-13 Contract period 04/01/14-03/31/17. Fax BuyBoard PO's to 1-800-211-5454 only.	EA	\$0.00	\$0.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesperson is Aaron Pope. Thank you!
Jared Campbell 979 451-0088
jcampbell@cityofbrenham.org

Subtotal	\$7,950.00
Misc	\$0.00
Tax	\$0.00
Freight	\$29.95
Total	\$7,979.95



AGENDA ITEM 17

DATE OF MEETING: February 16, 2017	DATE SUBMITTED: February 16, 2017															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts															
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☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Recommendation for Appointments to the Brenham-Washington County Hotel Occupancy Tax (HOT) Board																
SUMMARY STATEMENT: The Brenham-Washington County HOT Board consists of nine (9) members: seven (7) members are appointed by the City Council and two (2) members are appointed by the Washington County Commissioners. Currently there are three (3) city-appointee vacancies on the HOT Board and staff is recommending that Mary Barnes-Tilley and Sharon Brass be appointed to fill two of the city's three spots on this Board. The third member appointment will be brought back to Council at a later date.																
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): N/A																
RECOMMENDED ACTION: Approve the appointment of Mary Barnes-Tilley and Sharon Brass to the Brenham-Washington County Hotel Occupancy Tax (HOT) Board.																
APPROVALS: Terry K. Roberts																



AGENDA ITEM 18

DATE OF MEETING: February 16, 2017	DATE SUBMITTED: February 9, 2017	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.072 – Texas Government Code – Deliberation Regarding Real Property – Deliberation Regarding the Possible Lease, Sale or Exchange of a City-Owned Building and Associated Real Property Located at 110 W. Vulcan Street, Brenham, Texas		
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:		
APPROVALS: Milton Y. Tate, Jr.		