



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, FEBRUARY 4, 2021 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

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

CONSENT AGENDA

4. Statutory Consent Agenda

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

- 4-a. Approve the Termination of the 2016 Economic Development Services Agreement Between the City of Brenham, the Brenham Community Development Corporation (BCDC) and the Economic Development Foundation of Brenham, Inc. that Created the Greater Brenham Economic Development Alliance and Authorize the Mayor to Execute Any Necessary Documentation**
- 4-b. Approve an Agreement between Jack Henry & Associates, Inc. and the City of Brenham for RemitPlus Software and Services and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

- 5. Discussion and Presentation Regarding Current Policies and Procedures for Mobile Food Vendors and Associated Vendor Permits**

REGULAR SESSION

6. Discuss and Possibly Act Upon Resolution No. R-21-003 Providing Support for Sandy Point Housing, Ltd.'s Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 2021 Competitive 9% Housing Tax Credits for a Single-Family Development in Brenham, Washington County, Texas and Authorize the Mayor to Execute Any Necessary Documentation
7. Discuss and Possibly Act Upon a Ground Space Lease Agreement with Aviators Plus, LLC for Construction of a Hangar at the Brenham Municipal Airport (3195 Aviation Way) and Authorize the Mayor to Execute Any Necessary Documentation
8. Discuss and Possibly Act Upon Resolution No. R-21-004 Amending the Bylaws of the Brenham Community Development Corporation and Authorize the Mayor to Execute Any Necessary Documentation
9. Discuss and Possibly Act Upon the Appointment of Jim Kolkhorst to the Brenham Community Development Corporation Board of Directors with a Term Ending December 31, 2022
10. Discuss and Possibly Act Upon Amendment No. 1 to the Professional Services Agreement, 2020-02 with Strand Associates, Inc. Related to the Old Chappell Hill Road Improvements and Authorize the Mayor to Execute Any Necessary Documentation
11. Discuss and Possibly Act Upon the Award of Bid for Project No. 2020-02 Related to the Old Chappell Hill Road Improvements and Authorize the Mayor to Execute Any Necessary Documentation
12. Discuss and Possibly Act Upon a Professional Services Agreement with Jones-Carter Related to the Brenham Family Park Phase I Development and Authorize the Mayor to Execute Any Necessary Documentation
13. Discuss and Possibly Act Upon the Award of Bid for Project No. 66C-13G Related to the Ralston Creek Lift Station Elevation and Authorize the Mayor to Execute Any Necessary Documentation
14. Administrative/Elected Officials Report

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

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 04, 2021 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on February 1st, 2021 at 12:25 pm.

Karen Stack

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 _____, 2021 at _____ AM PM.

Signature

Title



Regular City Council
AGENDA ITEM 4-A.

Agenda Item: Approve the Termination of the 2016 Economic Development Services Agreement Between the City of Brenham, the Brenham Community Development Corporation (BCDC) and the Economic Development Foundation of Brenham, Inc. that Created the Greater Brenham Economic Development Alliance and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 04, 2021

Department: Administration

Staff Contact: James Fisher

Classification: Regular

SUMMARY STATEMENT:

The BCDC Board voted to terminate this Agreement at their January 28th Board meeting. The Alliance Agreement has been replaced with the new Interlocal Agreement for Economic Development that was adopted by the City and County in December 2020.

ATTACHMENTS:

(1) Mutual Termination Agreement

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve the termination of the 2016 Economic Development Services Agreement between the City of Brenham, the Brenham Community Development Corporation (BCDC) and the Economic Development Foundation of Brenham, Inc. that created the Greater Brenham Economic Development Alliance and authorize the Mayor to execute any necessary documentation.

MUTUAL TERMINATION OF THE AGREEMENT
CREATING THE GREATER BRENHAM ECONOMIC DEVELOPMENT ALLIANCE

This Mutual Termination Agreement is entered into to be effective on the ____ day of _____, 2021 between the City of Brenham, a Texas home-rule municipal corporation (“City”), the Brenham Community Development Corporation, a Texas nonprofit Type B economic development corporation (“BCDC”), and the Economic Development Foundation of Brenham, Inc., and Texas nonprofit corporation (“EDF”), collectively referred to herein as the “Cooperating Entities.”

RECITALS

WHEREAS, the Cooperating Entities previously entered into the “Economic Development Services Agreement” creating the Greater Brenham Economic Development Alliance, which became effective on February 25, 2016, and since the effective date said Economic Development Services Agreement automatically renewed each year on April 1 for a one (1) year period; and

WHEREAS, the Cooperating Entities mutually desire to waive the required 90-day termination notice, and all other notice requirements, of the Economic Development Services Agreement, and to mutually terminate said Economic Development Services Agreement effective as of _____, 2021;

NOW THEREFORE, for and in consideration of the mutual obligations and terms stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties hereto, the Cooperating Entities agree as follows:

1. The Economic Development Services Agreement creating the Greater Brenham Economic Development Alliance is hereby terminated in its entirety effective as of _____, 2021, and the Cooperating Entities are fully released and discharged from any and all obligations, benefits and requirements provided for in the Economic Development Services Agreement as of _____, 2021.
2. The Cooperating Entities each hereby voluntarily waive any and all rights to the required 90-day termination notice, and all other notice requirements, of the Economic Development Services Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective in the year and day first above written.

CITY OF BRENHAM, TEXAS

**BRENHAM COMMUNITY
DEVELOPMENT CORPORATION**

Milton Y. Tate, Jr.
Mayor

Charles Moser
Chairman

ATTEST:

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Jeana Bellinger
Secretary

ECONOMIC DEVELOPMENT FOUNDATION OF BRENHAM, INC.

Name:
Title:

ATTEST:

Name:
Title:



Regular City Council
AGENDA ITEM 4-B.

Agenda Item: Approve an Agreement between Jack Henry & Associates, Inc. and the City of Brenham for RemitPlus Software and Services and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 04, 2021

Department: Utility Billing

Staff Contact: Carolyn Miller

Classification:

SUMMARY STATEMENT:

This item is for Council approval of a Master Agreement with Jack Henry & Associates (JHA) for annual maintenance on hardware/software used by Utility Billing. RemitPlus is the machine we use to process utility payments received in the mail. The payment stubs and checks are scanned into the machine and a batch report is created that posts all the payments to the corresponding utility accounts. In the past, we have paid Tyler Technologies (INCODE parent company) for the annual maintenance on this hardware/software, and now Tyler Technologies will no longer be the middle man. We will pay JHA, the owner of RemitPlus, directly for the annual maintenance, and therefore need to approve and sign a new annual maintenance contract. The City Attorney has reviewed the contract and is comfortable moving forward with approval.

ATTACHMENTS:

(1) Agreement

RELEVANCE TO COMPREHENSIVE PLAN:

GC1 - Continued investment in maintenance and upgrades to City-owned utilities and facilities.

RECOMMENDED ACTION:

Approve Agreement between Jack Henry & Associated, Inc. and the City of Brenham for RemitPlus Software and Services and Authorize the Mayor to Execute Any Necessary Documentation



**MASTER AGREEMENT
FOR
GOVERNMENT CUSTOMERS**

OFFICE ADDRESS OF JHA:

Jack Henry & Associates, Inc.
663 Highway 60 • P. O. Box 807
Monett, MO 65708

DATE: January 20, 2021

NAME AND ADDRESS OF CUSTOMER:

City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Jack Henry & Associates, Inc., acting through its ProfitStars® Division ("JHA") and Customer agree to this Master Agreement for Government Customers (the "Master Agreement") relating to Customer's acquisition of JHA's ProfitStars software products, services and hardware as further described in the following Exhibit to this Master Agreement:

Exhibit	Title of Exhibit
A	Products and Services Schedule No. 1

The parties acknowledge and agree that this Master Agreement, together with the attached Exhibit, constitute the entire agreement between the parties with respect to the subject matter hereof.

In witness of this agreement, authorized representatives of the parties have executed this Master Agreement where provided below.

JHA:

**JACK HENRY & ASSOCIATES, INC.
ProfitStars Division**

Customer:

City of Brenham

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AE: Will Flowers CA: Amanda Weiner
JS#79207
012021 CA rlf

**Master Agreement
Standard Terms and Conditions
(Government Customers)**

1. DEFINITIONS

1.1 "Customer" means the government customer identified in this Master Agreement.

1.2 "Documentation" means all installation, operating instruction and end user manuals, in hard copy or electronic form, provided by JHA with the Software programs to support the use and operation of the Software programs.

1.3 "Enhancements" mean new Software program or Services features or functions provided by JHA to Customer and other JHA customers as part of Maintenance which are not licensed or sold by JHA separately for an additional Software license or Services subscription fee payable by its customers generally. Once installed by Customer, Enhancements become an integrated part of the Software or Services, as applicable.

1.4 "Error" means any material defect or malfunction of a Software product or Services that causes the Software or Services not to operate in accordance with the Documentation.

1.5 "Hardware" means any third party computers, scanners, peripherals or other equipment offered by JHA to Customer and any third party operating system, database, firmware and other software programs that may be installed on the Hardware and used to operate the Hardware.

1.6 "JHA" means Jack Henry & Associates, Inc. and/or its subsidiary or affiliated companies who have executed the Master Agreement and provide the Solution, Maintenance and Professional Services to Customer under the Master Agreement.

1.7 "Maintenance" means the standard Software or Services maintenance support deliverables provided by JHA to Customer as further specified in an Exhibit or Schedule to this Master Agreement.

1.8 "Professional Services" means any installation, conversion, customization, consulting, training or other services performed by JHA to assist in Customer's implementation of the Solution.

1.9 "Services" means any solution-based service offering other than Professional Services which is identified in the Exhibit or Schedule and is owned by JHA.

1.10 "Software" means the JHA software programs identified in the Exhibit or Schedule; Documentation accompanying the software programs; and all Enhancements, Updates, Upgrades, customizations, modifications of the software programs and Documentation.

1.11 "Solution" means any combination of Software, Third Party Software, Services, Third Party Services and Hardware which are provided by JHA to Customer under the Master Agreement.

1.12 "Third Party Services" shall mean any service offering which is identified as a Third Party Services offering in the Exhibit or Schedule and is owned by a party other than JHA.

1.13 "Third Party Software" means any software program and accompanying documentation that is identified as a Third Party Software product in the Exhibit or Schedule and is owned and licensed by a party other than JHA.

1.14 "Updates" means periodic program fixes, patches and releases issued by JHA to correct Errors reported in the Software programs or Services as part of standard Maintenance. Once installed by Customer, Updates become an integrated part of the Software or Services, as applicable.

1.15 "Upgrades" means new versions of the Software or Services issued by JHA which include major new features and functionality for which JHA requires the payment of a separate Software license or Services subscription fee from its customers generally.

2. SCOPE OF AGREEMENT

2.1 These Standard Terms and Conditions pertain to Software licenses, Services and Hardware acquired by Customer from JHA and associated Maintenance and Professional Services that may be acquired by Customer from JHA with respect to installation and implementation of the Software, Services and Hardware. Each Software license, Services and Hardware acquisition transaction will be identified in an Exhibit, Attachment, Addendum or Schedule to this Master Agreement ("Exhibit or Schedule").

2.2 With respect to Third Party Software licensed or Third Party Services acquired by Customer from JHA, the third party owner's software license agreement or services agreement accompanying the Third Party Software or Third Party Services will govern Customer's use. For a particular Software or Services offering, a supplemental exhibit or addendum document may be included with the Master Agreement.

3. FEES

3.1 Customer shall pay to JHA the fees and expenses identified in the Master Agreement for the Solution, Maintenance and Professional Services delivered by JHA to Customer which conform to the Master Agreement.

3.2 Customer shall promptly reimburse JHA for all actual, reasonable out-of-pocket expenses incurred by JHA's personnel traveling to and from Customer's site to perform Professional Services. If the Master Agreement indicates a not-to-exceed amount for these reimbursable expenses, JHA will limit its billing of its reimbursable expenses to the agreed limit. JHA will incur these expenses in accordance with JHA's corporate travel policies and procedures and will invoice these expenses to Customer on a monthly basis as incurred. With its invoices, JHA will provide documentation of all reimbursable travel expenses charged to Customer.

3.3 The parties recognize that Customer is a government entity and as a result JHA will not invoice Customer for sales or use taxes pertaining to the transactions identified in the Master Agreement on the basis of Customer's status as a tax-exempt entity. If however Customer is not exempt from the obligation to pay such taxes for the items or services provided by JHA to Customer under the Master Agreement, JHA will invoice Customer and Customer shall be solely responsible to pay all such taxes imposed by another government entity on the transactions completed under the Master Agreement, except for taxes based on JHA's revenue or income.

4. GRANT OF LICENSES AND USAGE RIGHTS TO SOFTWARE AND SERVICES

4.1 Software Licenses and Usage Rights. In consideration of Customer's payment of the Software license fees identified in the Exhibit or Schedule, JHA grants to Customer a non-transferable (except as authorized herein) and non-exclusive license or usage right to install the Software internally and access and use the Software solely for its internal operations, in accordance with the scope, configuration and quantity of the Software licenses identified in the Exhibit or Schedule and pursuant to these Standard Terms and Conditions. For Software designated as server-based Software, Customer shall be entitled to install, access and use the Software programs on a single server computer located at Customer's site listed in the Exhibit or Schedule. Customer may transfer the installation of the Software programs to another server at Customer's site by giving JHA prior written notice and the full installation details of the new Customer site of the installation. For Software designated as being workstation-based Software, Customer may install the Software programs on the number of Customer-owned client workstations and access the Software programs up to the maximum limit of the authorized users shown in the Exhibit or Schedule for the workstation licenses purchased by Customer. If the Software license has an annual license term, the annual Software license fee includes standard Maintenance provided by JHA for the Software products.

4.2 U.S. Government Rights. If Customer is a U.S. government entity, the Software products and/or Services are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software—Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR supplement, as applicable.

4.3 Software License and Usage Right Term Period:

(a) License and Usage Right Term Options. As shown in JHA's quotation of Software licensing or usage rights options to Customer, JHA may offer the Software products for Customer's use for the duration of any of the following license or usage right term periods:

(1) Twenty five (25) year license term, which requires the payment of a one-time license fee to JHA for Customer's use of the Software over this period. Annual Software Maintenance fees are charged separately from this one-time license fee.

(2) Twelve (12) month license term ("Annual Term"), which is renewable for successive twelve month periods and requires the payment of an annual license fee to JHA for Customer's use of the Software over this period. Annual Software Maintenance fees are included as part of the Annual Term license fees paid by Customer.

(3) Monthly Usage right term ("Monthly Usage Term"), which is renewable on a calendar monthly basis and requires the payment of a monthly usage fee to JHA for Customer's use of the Software over this period. Software Maintenance fees are included as part of the Monthly Usage Term fees paid by Customer.

The type and duration of Software licenses acquired by Customer will be specified in the Exhibit or Schedule. JHA reserves the right to not offer any of the foregoing Software license term options for specific Software products.

If no Software license term is specified in the Exhibit or Schedule, then the license term period for the Software shall be deemed to be for an Annual Term.

(b) License Term Commencement: For all Software licensed under the Master Agreement, the term of the Software license granted to Customer shall be for the period specified in the Exhibit or Schedule, commencing on the following date as applicable (the "Commencement Date"):

(1) If Customer has contracted with JHA to install the Software at Customer's location, then the effective date of the license shall be the date that the Software has been installed and tested by JHA and is first made available to Customer for use in its production environment.

(2) If Customer has not contracted with JHA to install the Software at Customer's location, then the effective date of this initial license of the Software shall be the date of JHA's delivery of the Software to Customer.

(3) If Customer has contracted with JHA to install and use the Software as part of processing services or a hosted service to be provided by JHA to Customer via a remote Customer connection to JHA's data center or hosted service center used by JHA to provide the Software to Customer, then the effective date of the license or usage right shall be the date that the Software has been installed and tested by JHA and is first made available to Customer for use in its production environment.

(c) Annual Term Licenses.

(1) For Annual Term Software licenses, after completion of the initial Annual Term of the Software license, the Software license may be renewed by Customer for additional Annual Terms as follows:

(A) JHA will provide Customer with a quotation or invoice of the Annual Term license fees due for the next following Annual Term license period for the Software then licensed by Customer. JHA shall provide this written quotation or invoice to Customer no later than sixty (60) days prior to the Annual Term license renewal anniversary date. The Annual Term Software license fee will not be increased by JHA by more than ten percent (10%) over the preceding Annual Term Software license fee for the same scope and configuration of the Software licenses, except as provided in Section 4.5 below. If JHA does not notify Customer of an increase in the Annual Term license fees, then the renewal Annual Term license fees shall be the same as the Annual Term license fees paid by Customer for the Annual Term period immediately preceding the renewal Annual Term period.

(B) Customer may contract for the Annual Term license renewal by (i) issuing a purchase order to JHA prior to the next renewal Annual Term anniversary date for the Software license, which indicates an Annual Term license renewal for the Software products, or (ii) paying the invoice received from JHA for the renewal Annual Term license no later than the renewal anniversary date.

(2) Withdrawal of Annual Term Licenses: After completion of the first full initial Annual Term license period, JHA reserves the right to withdraw the availability of the Annual Term licenses of any or all of the Software products licensed by Customer, by giving Customer written notice of non-renewal of the Annual Term licenses at least one hundred eighty (180) days prior to the next renewal anniversary date.

(3) Prorated Initial Annual Renewal Term: After completion of the first Annual Term, JHA reserves the right to prorate the Annual Term so that it will expire on the next following July 1 and each Annual Term will commence on July 1 thereafter. In this instance, JHA will issue a partial year invoice to Customer covering this prorated Annual Term period, and issue regular full Annual Term invoices to Customer thereafter.

(d) Monthly Usage Term: For Monthly Usage Term transactions, the Monthly Usage Term will automatically renew on a calendar monthly basis, until such time that either Customer or JHA shall terminate the Monthly Usage term by giving at least ninety (90) days prior written notice of termination. Each monthly fee will be due and payable by Customer in advance no later than the first day of each calendar month during the term of the Monthly Usage Term.

4.4 Services Subscription Term: For Services acquired under the Master Agreement, the subscription term of the Services granted to Customer shall be for the period specified in the Exhibit or Schedule, commencing on the date that the Services have been installed and tested by JHA and are first made available to Customer for use in its production environment (the "Commencement Date"). If no Services subscription term is specified in the Exhibit or Schedule and the Services are being acquired by Customer for use with Software licensed under the Master Agreement, then the initial subscription term for the Services shall be for a period of one (1) year and automatically renewed for additional terms of one (1) year each unless terminated by either party giving the other party at least ninety (90) days written notice of termination prior to the annual renewal anniversary date.

4.5 Additional Software or Services fees will be due and payable by Customer to JHA for using the Software or Services to process the data or requirements of entities other than Customer; for an increase in the scope,

configuration or quantity of its existing Software licenses or Services; or for licensing or acquiring additional Software products or Services. The Software and Services are licensed and provided for use in Customer's production environment. If Customer wishes to utilize the Software or Services in its nonproduction environments, such as development, testing, or disaster recovery, additional Software license or usage rights fees or Services fees may be charged by JHA for such use.

4.6 Except as authorized by law or in these Standard Terms and Conditions, the Software licenses or Services acquired by Customer may not be assigned, sublicensed, or otherwise transferred or copied in any manner by Customer to any other entity without the prior written consent of JHA. The Software or Services may not be used by Customer in a timesharing, rental, ASP/hosted or service bureau environment to provide access to the Software or Services to a third party, without the prior written consent of JHA. Customer shall be authorized to make a reasonable number of copies of the Software for its archival or back-up purposes only. Customer may print a reasonable number of hard copies of the online Documentation for the sole reference and use by individual users of the Software within Customer's organization. All authorized copies of the Software programs or Documentation made by Customer shall include all of the proprietary notices and legends included by JHA or its licensors on the original Software programs and Documentation.

4.7 Customer shall not disassemble, reverse engineer, decompile or perform any other action to determine the source code of the Solution except to the extent such action is authorized by applicable law, nor shall Customer create any derivative works from the Solution. Customer shall not remove or alter proprietary notices or legends placed by JHA or its licensors on any of the Solution or on other materials associated with the Solution.

4.8 If Customer wishes to provide access to any features or functions performed by the Software or Services to any third party provider in order to establish interoperability between JHA's Software or Services and the third party's products or services, Customer will first require the third party provider to sign JHA's standard confidentiality agreement provided by JHA for this purpose, authorizing the third party provider's use of and access to the Software or Services.

4.9 Customer covenants and warrants to JHA that all third parties granted access to or use of the Software or Services by Customer shall abide by and be bound to comply with the provisions of the Master Agreement and these Standard Terms and Conditions as though they were the Customer. Customer accepts full responsibility and liability to JHA for any breach of the Master Agreement or these Standard Terms and Conditions committed by the third party who is granted access to the Software by Customer. A breach of the Master Agreement or these Standard Terms and Conditions committed by a third party granted access to the Software by Customer shall be deemed to be a breach committed by Customer. JHA and its licensors shall be deemed to be intended third party beneficiaries of any written agreement between Customer and a third party to whom Customer has granted access to the Software or Services, to enable JHA and its licensors at their election to enforce the terms of the Master Agreement and protect their rights to the Software and Services directly against the third party.

4.10 For any Third Party Software or Third Party Services identified in the Exhibit or Schedule, the licenses and rights granted to Customer for use of the Third Party Software or Third Party Services will be specified in and governed by one of the following:

(a) Supplemental terms and conditions appended to the Master Agreement which apply solely to the Third Party Software or Third Party Services involved; or

(b) a separate software license agreement or services agreement provided by the owner of the Third Party Software or Third Party Services which the owner requires to be signed or acknowledged by Customer prior to being granted access to the Third Party Software or Third Party Services.

JHA makes no separate grant of licenses or rights or extends any product or services warranties, indemnities and liabilities for Third Party Software or Third Party Services to Customer. Any warranties or indemnities provided by the owner of the Third Party Software or Third Party Services in its standard software end-user license agreement or services agreement shall exclusively apply to the product or services. To the extent authorized by the owner of the Third Party Software or Third Party Services, JHA shall pass through to Customer for Customer's benefit all end-user software warranties and indemnities that the owner of the Third Party Software or Third Party Services provides directly to JHA.

4.11 Not more than once each calendar year during the term of the Master Agreement, JHA or its audit representatives may at JHA's expense conduct an audit at Customer's site upon at least fifteen (15) days prior written notice to verify that Customer's use of the Solution conforms to the terms of the Master Agreement and these Standard Terms and Conditions. If an audit uncovers wrongful use or copying of the Solution by Customer, Customer shall pay to JHA the then-current fees due for the additional copying and usage of the Software or Services. Further, if the additional fees associated with Customer's wrongful copying or usage of the Solution exceeds 120% of the fees paid by Customer for its licensed Solution installation, Customer shall reimburse JHA for its reasonable costs of performing the audit.

5. HARDWARE ACQUISITION TERMS

5.1 All Hardware sold by JHA to Customer under the Master Agreement is manufactured by third parties. Upon mutual execution of the Exhibit or Schedule, JHA will place an order for the Hardware with the third party manufacturer of the Hardware or its distributor or dealer for delivery of the Hardware to Customer. The Hardware will conform to the then-current published written technical specifications of the Hardware provided by JHA to Customer immediately prior to execution of the Exhibit or Schedule. In the event that Customer requests a change in the order specifications or Hardware configuration details after JHA's placement of the order with the third party Hardware provider, Customer shall reimburse JHA for any rework charges levied by the third party Hardware provider. Customer acknowledges that a Hardware manufacturer may reserve the right to include new and used parts in its Hardware, and that a Hardware manufacturer or provider may provide Hardware that has been previously installed, but for which a full warranty is provided by the Hardware manufacturer or provider for the Hardware.

5.2 The Hardware will be delivered to Customer at the Customer location specified in the Exhibit or Schedule, unless a different location has been agreed in writing between Customer and JHA. Unless otherwise indicated in the Exhibit or Schedule, Customer will be responsible for performing the installation of the Hardware at Customer's location. If Customer has contracted with JHA to perform the installation, Customer will provide a suitable location, environment and equipment for the installation and will assist in unpacking, moving and locating the Hardware, as requested by the installer. Customer will pay JHA or the installer (as the case may be) its then current installation services fees and reimbursable reasonable out-of-pocket travel expenses.

5.3 Customer will be solely responsible for providing all components in its information technology environment necessary to install and operate the Hardware in accordance with its published technical specifications, including but not limited to WAN/LAN network connectivity and management, switches, Ethernet drops, patch cables, UPS and Surge Protection, Rack Units, Rack mounting, Virus and Firewall protection. Products and/or services associated with fulfillment of these responsibilities may be purchased separately from JHA. Microsoft may require Customer to acquire a Service Provider License Agreement for any Microsoft licensed products to be used for Commercial Hosting.

5.4 Customer accepts sole responsibility for (a) its selection and use of the Hardware and programming to be operated with the Hardware to achieve Customer's intended results and the results obtained therefrom; and (b) the selection and use of, and results obtained from, any other equipment, programs, or services used by Customer with the Machines and programming.

5.5 The prices shown in the Exhibit or Schedule for Hardware are F.O.B. shipping point and do not include any transportation, packing, crating, rigging, storage, warehousing, unloading, or shipment insurance charges, if any, which will be payable separately by Customer. Upon delivery of the Hardware to Customer, JHA will invoice Customer for the Hardware and related transportation and shipment insurance charges, which will be due and payable within thirty (30) days following Customer's receipt of the correct and valid invoice.

5.6 The title and ownership of all Hardware transfers to Customer when delivered by the Hardware provider to the transportation carrier; however, to the extent permitted by applicable law, JHA reserves a purchase money security interest in all Hardware delivered to Customer until the Hardware fees identified in Section 5.5 above are paid in full by Customer. If Customer fails to pay all Hardware fees in full when due, JHA shall have the right to take possession of the Hardware and remove it from Customer's location, at which event the title to the Hardware will automatically be transferred to JHA.

5.7 JHA will advise the Hardware manufacturer or provider of Customer's requested shipping dates, but Customer will accept and abide by any manufacturing or shipping date or sequence of Hardware units to be delivered as established or amended by the Hardware manufacturer or provider. If the scheduled delivery date is extended on request of, or by the action of Customer, then Customer will pay any additional fee or charge assessed by the Hardware manufacturer or provider for such delay as incurred by JHA, together with any warehouse charges and other related expense, if any, resulting from such delay. Customer accepts all risk of loss or damage of the Hardware from and after delivery to the transportation carrier. JHA or JHA's supplier will arrange for shipment insurance coverage against risk of loss or damage to the Hardware while it is in transit to Customer. Such coverage will be at Customer's expense.

5.8 Prices for the Hardware shall be as shown in the Exhibit or Schedule, but are subject to price increases implemented by the Hardware manufacturer or provider prior to the scheduled shipment date of the Hardware. If a price increase is imposed by the Hardware manufacturer or provider prior to shipment of the Hardware, JHA will promptly give Customer written notice of the price increase. Customer may cancel its order for the affected Hardware units by written notice immediately delivered to JHA, otherwise the Hardware will remain on order but at the new increased sales price.

5.9 If any of the Hardware units are custom manufactured or configured in a nonstandard manner for Customer's order, Customer acknowledges that JHA may be unable to accept return of those Hardware units. Returns of any kind require prior approval by JHA and will not be accepted more than fifteen (15) days after shipment to Customer. Approved returns will only be accepted in the original, unopened, shipping container. All approved returns will be subject to a 20% restocking fee payable by Customer.

5.10 If a Hardware unit is determined to be defective upon delivery to the Customer location, Customer must notify JHA within ten (10) days of delivery and receive a defective machine return approval. Defective units may be repaired or replaced under the Hardware manufacturer's warranty or returned for credit at the discretion of JHA or the Hardware manufacturer. A restocking fee will not apply to returns of defective equipment approved by JHA.

5.11 The Hardware manufacturer or provider generally offers a separate Hardware maintenance contract for servicing the Hardware acquired by Customer, and in that case Customer shall have the option of acquiring this Hardware maintenance directly from the manufacturer or provider. JHA will have no liability or responsibility to Customer with regard to the separate Hardware maintenance contract between Customer and the manufacturer or provider, even if Customer acquires this Hardware maintenance contract from the Hardware manufacturer or provider through JHA under the Exhibit or Schedule.

6. WARRANTIES

6.1 Software and Services. With respect to Software and Services provided by JHA to Customer under the Master Agreement, JHA warrants to Customer that:

(a) For a period of ninety (90) days following JHA's initial delivery of the Software or Services to Customer (the "Warranty Period"), the unmodified Software programs or Services will operate in accordance with the Documentation in effect at the time of delivery. If Customer has contracted for JHA to perform the Software or Services installation, the Warranty Period will commence on the date that the Software or Services have been installed and tested by JHA and first made available to Customer for use in its production environment. Under this warranty, JHA will apply commercially reasonable efforts to correct Errors in the Software or Services reported by Customer during the Warranty Period at no extra charge to Customer. If JHA does not correct the Errors reported by Customer within thirty (30) days following the expiration of the Warranty Period, Customer may terminate this Agreement and receive a full refund of all fees paid by Customer to JHA for the affected Solution components under this Agreement. Errors reported by Customer after expiration of the Warranty Period will be addressed by JHA solely in accordance with the provisions of Section 7 (Software and Services Maintenance) below. JHA does not warrant that the Solution is Error-free or will operate in an uninterrupted manner.

(b) The Software and Services shall be provided by JHA free and clear of all liens and encumbrances. JHA further warrants that it has full power and authority to license and provide the Solution to Customer without the consent of any other person, or in the event such consent is required JHA has obtained all required consents.

(c) JHA will utilize commercially available virus protection software in order to ensure that the Software and Services will be free from known viruses, bombs and other destructive elements which negatively affect Customer's use and operation of the Software and Services.

(d) Maintenance of the Software and Services will be provided to Customer in a timely and professional manner consistent with technology industry standards for maintenance support of commercial software products and services comparable to the Software licensed and Services acquired by Customer under the Master Agreement.

6.2 Professional Services. JHA warrants that the Professional Services provided by JHA to Customer under the Master Agreement will be performed in a timely and professional manner consistent with technology industry standards and in accordance with the requirements and specifications identified in the Exhibit or Schedule or a separate statement of work or services order negotiated and executed between the parties (as applicable).

6.3 Third Party Software and Services. JHA warrants that it has full power and authority to license and provide the Third Party Software and Third Party Services to Customer without the consent of any other party, or in the event such consent is required JHA has obtained all required consents.

6.4 Hardware. JHA warrants that (a) it has full power and authority to resell and deliver the Hardware to Customer without the consent of any other party, or in the event such consent is required JHA has obtained all required consents; and (b) Hardware installed by JHA will be properly installed in accordance with the Hardware manufacturer's installation instructions. JHA does not make any other warranties, indemnities or obligations for the Hardware and does not accept any liability for any warranties, indemnities or obligations which may be separately provided by the Hardware manufacturer or provider with respect to the Hardware

acquired by Customer from JHA under the Master Agreement.

6.5 THE WARRANTIES STATED IN THIS SECTION 6 ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. JHA MAKES NO WARRANTY THAT THE SOFTWARE OR SERVICES WILL BE ERROR FREE OR WILL OPERATE IN AN UNINTERRUPTED MANNER.

7. SOFTWARE AND SERVICES MAINTENANCE

7.1 During the term of the Exhibit or Schedule, in consideration of Customer's full payment of the fees for the Software, Maintenance and/or the Services subscription fees applicable to the transactions entered into between JHA and Customer under the Exhibit or Schedule, JHA will provide Customer with the following standard Maintenance for the Software and Services:

(a) Updates and Enhancements of the Software or Services which are provided by JHA to other then-current active Maintenance customers of the Software or Services.

(b) Customer support help-desk, for the reporting, handling and resolution of Software product errors discovered by Customer. Unless different help desk hours are shown in the Exhibit or Schedule, JHA's standard customer support help desk hours are **8:00 am through 5:00 pm, Central US time zone**, Monday through Friday, excluding standard US holidays published by the Federal Reserve System.

(c) Correction of Errors which prevent normal operation and use of the Software or Services, including the delivery of program error fix releases or PTF's.

7.2 Customer, at its expense, will provide JHA with remote VPN communication access (or comparable remote access technology) to its server on which the Software or Services have been installed to enable JHA to perform remote diagnosis and troubleshooting activities relating to the reported Error. If remote dial up access is provided, Customer shall initiate the call for the remote support session. JHA shall comply with all IT system access and security policies and procedures communicated by Customer regarding authorized access to its IT systems.

7.3 JHA's provision of standard Maintenance shall apply only to the then-current release of the Software or Services and the immediately preceding release of the Software or Services. Maintenance, if any, offered by JHA for older releases of the Software or Services shall be provided under a separate Professional Services purchase order negotiated and executed between JHA and Customer and subject to separate charges.

7.4 Standard Maintenance specifically excludes, and JHA will not be liable or responsible to perform Maintenance for, any problems caused or contributed to by the following:

(a) A Software program or service which was not originally provided by JHA, or

(b) An unauthorized alteration or revision to the Software or Services, or

(c) Errors that were previously corrected by JHA and delivered to Customer in an update release of the Software or Services which has not been installed by Customer, or

(d) Any problems with data on tape, disk or diskettes which have been caused by defects by hardware manufacturers programming, or

(e) Failure of Customer to load hardware manufacturers operational/system software new Releases and/or Program Temporary Fixes (PTFs), or

(f) Errors or problems which are the result of improper operator handling or use.

(g) As part of its provision of standard Maintenance, JHA will not provide retrofitting, reintegration, and recoding of any customization(s) which have been made to the Software or Services in order for the customizations to work with any then-current release version of the Software or Services. Any Professional Services to perform those activities which are agreed between JHA and Customer shall be documented in the Exhibit or Schedule or a Statement of Work or services order executed between JHA and Customer which includes the project details, scope of services deliverables, and services fees applicable to the Professional Services.

8. OWNERSHIP

8.1 All Software and Services and other intellectual property provided by JHA to Customer shall be and remain the exclusive property of JHA and its licensors, subject to the licenses and rights granted to the Customer as defined in the Master Agreement and these Standard Terms and Conditions. All Software provided by JHA to Customer under this Agreement is licensed and not sold.

8.2 All software programs, data, technology and any other

intellectual property owned by Customer and its licensors and provided or made accessible to JHA under this Agreement shall be and remain the exclusive property of Customer and its licensors.

9. TRADE SECRETS

9.1 Customer hereby acknowledges that the Software provided by JHA under this Agreement incorporates trade secrets of JHA and its licensors, and as such is protected by civil and criminal law, is very valuable to JHA and its licensors, and that its use must be carefully and continuously controlled. Customer shall use the highest standard of diligence to protect the confidentiality of the Software, but in no event exercising not less than reasonable care, and shall prohibit the unauthorized access to, use or duplication of any of the Software in its possession. Customer shall keep all machine-readable Software in a secure place which is as secure as Customer provides for its most confidential materials of like nature and importance. Customer shall notify JHA immediately of any unauthorized disclosure, possession or use of any item supplied by JHA under the Master Agreement by any person or organization not authorized by the Master Agreement to have such possession or use. Customer shall promptly furnish JHA full details of such possession, use or knowledge, and shall cooperate fully with JHA in any litigation against third parties deemed necessary by JHA to protect its proprietary rights. Customer's compliance with the above shall not be construed in any way as a waiver of JHA's right to recover damages or obtain other relief against Customer for its negligent or intentional harm to the proprietary rights of JHA or its licensors or for Customer's breach of its contractual obligations to protect the confidentiality of the Software or Services.

9.2 If Customer attempts or allows others to attempt to use, copy, duplicate, transcribe or convey the items supplied by JHA pursuant to the Master Agreement, in a manner contrary to the terms of the Master Agreement or these Standard Terms and Conditions in derogation of JHA's proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, JHA shall have, in addition to any other remedies available to it at law or equity, the right to seek injunctive relief enjoining such actions. Customer acknowledges that in such instances irreparable harm will occur to JHA and its licensors and that other remedies are inadequate.

10. CONFIDENTIAL INFORMATION

10.1 All Information communicated by one party to the other party regardless of whether marked as confidential or not, including the terms and conditions of this Agreement ("Confidential Information"), whether before the effective date or during the term of this Agreement, shall be received in strict confidence and shall be used only for the purposes of this Agreement. Confidential Information shall not be disclosed by the recipient party, its agents or employees without prior written consent of the disclosing party. Each party agrees to take all reasonable precautions to prevent the disclosure to third parties of such information, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of JHA or Customer, as the case may be. The receiving party shall apply the same standard of care with respect to the disclosing party's Confidential Information that it applies to its own Confidential Information of like nature and importance, but in no event applying less than a standard of reasonable care. If Third Party Software or Third Party Services are specified in the Exhibit or Schedule, then JHA shall be authorized to disclose the terms and conditions of the Exhibit or Schedule to the owner of the Third Party Software or Third Party Services to fulfill its contract reporting obligations to the third party owner.

10.2 The receiving party shall be under no obligation with respect to Confidential Information which (a) was in the public domain prior to the receipt of the information by the receiving party, or subsequently becomes part of the public domain by publication or otherwise, except disclosure by or the wrongful act of the receiving party, its owners, officers, directors, employees, agents or representatives; (b) was in the lawful possession of the receiving party prior to its receipt from the disclosing party and was not acquired by the receiving party directly or indirectly from the disclosing party or any of disclosing party's Customers, and the sources of such information had not obtained the information wrongfully and had no obligations of confidentiality or secrecy with respect thereto; (c) was independently developed by the receiving party without access to the Confidential Information; (d) is provided by the disclosing party to another person or party without being subject to an obligation of confidentiality by the other person or party with respect to the information; or (e) is disclosed by the receiving party pursuant to a government or court order requiring such disclosure, provided that the receiving party has first notified the disclosing party of its receipt of the government or court order to disclose the disclosing party's Confidential Information and has given the disclosing party an opportunity to seek a protective order limiting such disclosure without confidentiality obligations. The receiving party has the burden of proving that the Confidential Information was subject to one or more of the above listed exceptions. A government order shall include a letter ruling from the Texas Attorney General regarding the Texas Public Information Act.

10.3 All information and materials disclosed to Customer at JHA's User Group conferences shall be treated as JHA's Confidential Information. Nothing in this Section shall be interpreted to preclude or impede Customer's participation in any User Group conference.

11. DATA PRIVACY AND SECURITY

11.1 In accordance with data privacy laws and regulations applicable to this Agreement, which may include but not be limited to the Gramm-Leach-Bliley Act ("GLBA") and the Health Insurance Portability and Accountability Act ("HIPAA"), JHA shall not disclose or permit access to or use of the non-public personal information of Customer or its consumers made available by Customer to JHA for any purposes other than those specifically required to fulfill JHA's contractual obligations with Customer. JHA shall not sell the information regarding Customer's consumers for any reason. In connection with providing services to Customer, JHA shall take all commercially reasonable steps to ensure the privacy and security of Customer's and its consumers' information and protect against anticipated threats and hazards to the security of such information. JHA shall take all commercially reasonable steps to prevent unauthorized access to or use of such information that could result in substantial harm or inconvenience to Customer or its consumers. JHA has implemented policies and procedures to ensure the proper disposal of consumer information in accordance with applicable Federal and State requirements. In the event any court or regulatory agency seeks to compel disclosure of the information, JHA shall, if legally permissible, promptly notify Customer of the disclosure requirement and will cooperate so that Customer may at its expense seek to legally prevent this disclosure of the information.

11.2 JHA has separately published its data privacy and security compliance commitment to its customers, which corresponds at a minimum to the provisions of this Section 11 as of the effective date of this Agreement. To the extent that additional commitments by JHA are reflected in future published versions of this policy, these additional commitments shall be incorporated as part of this Agreement without further actions by the parties. In no event shall a future published data privacy and security compliance statement issued by JHA lessen or eliminate any of the commitments by JHA stated in this Section 11.

11.3 If a breach of security results in an unauthorized intrusion into JHA's systems which directly and materially affects Customer or its consumers, JHA will take appropriate measures to stop the intrusion; report on the intrusion to Customer within a reasonable time after discovery of the intrusion; subsequently report the corrective action taken by JHA in response to the intrusion; and provide reasonable assistance to Customer to support any mandatory disclosures about the intrusion by Customer to its consumers required by law. If JHA has notified law enforcement agencies about the intrusion, JHA may delay its notification of the intrusion to Customer until authorized to do so by the law enforcement agencies.

12. DELIVERY OF SOFTWARE AND SERVICES

If Customer has not contracted with JHA to install the Software or Services at Customer's location, delivery of the Software or Services to Customer shall occur within thirty (30) days following (a) the execution of the Exhibit or Schedule, with respect to the Software or Services initially licensed or acquired under the Exhibit or Schedule, and (b) the execution of any follow-on addendum to the Master Agreement, with respect to additional Software or Services licensed or acquired under the Master Agreement.

13. PROFESSIONAL SERVICES

13.1 Installation Services. If Customer has contracted for JHA to install the Solution at Customer's location, JHA will install the Solution at Customer's designated data processing center or JHA's data processing or hosted service data center (as applicable) so that the Solution will properly operate as specified in the Exhibit or Schedule. Prior to commencement of the project, JHA and Customer may enter into a separate Statement of Work document which describes the project details and the specifications and requirements applicable to JHA's professional services delivery. Customer shall be responsible for providing all hardware, other third party software, and internet/network/infrastructure components necessary to install and operate the Solution in its production environment, which shall be installed by Customer and operational as of the scheduled commencement date of the Solution installation project. Customer will furnish data needed and requested by JHA, and will co-operate with and assist JHA personnel in the installation and testing of the Solution.

13.2 Training Services. If Customer has contracted for JHA to perform training of Customer's personnel in the use and operation of the Solution, JHA will perform the training at the site indicated in the Exhibit or Schedule. The training session will be scheduled to occur on a mutually agreeable date. If the training is to be conducted at Customer's location, Customer will provide JHA with the necessary space, equipment and a suitable training environment in which to perform the training session. For the training fee quoted to Customer, up to twelve (12) of Customer's personnel may attend a single training session conducted at Customer's location.

14. INVOICING AND PAYMENT TERMS

14.1 Unless different payment terms are specified in the Exhibit or Schedule, JHA will invoice Customer for the Solution and Professional Services upon delivery, and Customer shall pay JHA for all amounts due under the Exhibit or Schedule within thirty (30) days from the date of JHA's correct and valid invoice.

14.2 To the extent such charges are permitted under applicable law,

if Customer becomes delinquent in the timely payment of a correct and valid invoice received from JHA, Customer will become liable to pay JHA an additional amount equal to the lower of (a) 1.5% interest per month (18% annually) or (b) the highest interest rate chargeable by applicable law, to be charged until the delinquent amount has been fully paid. JHA reserves the right to halt the delivery of any Solution, Maintenance or Professional Services if Customer becomes delinquent in the payment of any amounts due JHA, except where such amounts are legitimately being disputed in good faith by Customer.

15. LIMITATION OF LIABILITY

15.1 Neither party shall be liable to the other party or to any other person, firm or company, for failure to fulfill its obligations hereunder due to the occurrence of an event beyond its reasonable control, including but not limited to acts of God, public disaster, fire, flood, riot, war, terrorism, labor strikes/disputes involving its suppliers, judicial orders/decrees, government laws/regulations, or interruptions of communications, transportation or electricity.

15.2 Any liability of JHA for any loss, damage, or cost hereunder shall be limited to actual direct damages incurred by Customer, but in no event shall the aggregate of JHA's liability under the Master Agreement exceed the cumulative amount of fees paid by Customer to JHA under the Exhibit or Schedule during the preceding three (3) year period, nor shall any amount of the liability include any indirect, consequential, punitive or special damages incurred by Customer, to the extent that such limitation or exclusion of damages is permitted by applicable law.

16. TERMINATION

16.1 If Customer or JHA elects not to renew the license or usage right term of the Software or the subscription term of the Services as provided in Section 4 above, then the Software or Services subject to such non-renewal shall automatically terminate as of the expiration date of the then-current license, usage right or subscription term, without further action or notice required by either party.

16.2 Either party may terminate the Master Agreement for cause by written notice to the other party, upon the occurrence of a breach of this Agreement which has not been cured by the other party following thirty (30) days prior written notice of such breach. If the breach is due to Customer's failure to pay a correct and valid invoice when due without legitimate dispute, this cure period shall be reduced to ten (10) days following receipt of notice of the delinquency from JHA.

16.3 Either party may terminate the Master Agreement for cause upon written notice to the other party, in the event that the other party undergoes voluntary or involuntary bankruptcy.

16.4 Within ten (10) business days following the effective date of termination of the Master Agreement, or any applicable Exhibit or Schedule, Customer shall cease using the Software and Services, uninstall the Software and Services from all locations, and return the Software copies to JHA or destroy the Software copies and certify this destruction to JHA in writing by an official or senior manager of Customer.

17. GENERAL PROVISIONS

17.1 Any notice under the Master Agreement shall be in writing and shall be deemed delivered when actually received, or five days after it is sent by United States Postal Service certified mail, return receipt requested, or by overnight express mail, with proof of delivery retained, when addressed to the other party at its address shown in the Master Agreement, which may be changed by written notice. A copy of any written notice of breach or termination of the Master Agreement given by Customer to JHA shall be delivered to the attention of JHA's Legal Department at the JHA address identified in the Master Agreement.

17.2 No action arising out of the Master Agreement may be brought by a party against the other party more than two (2) years after the cause of action has accrued and the injured party has actual knowledge of the accrual. Unless otherwise prohibited by applicable law, the prevailing party in any litigation conducted in relation to the Master Agreement shall be entitled to recover its reasonable attorneys' fees from the other party.

17.3 This Master Agreement shall be modified or altered only by a written instrument signed by authorized representatives of both parties.

17.4 The Master Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns and successors.

17.5 Except as provided below, the Master Agreement shall not be transferable or assignable by either party to a third party without the prior written consent by the non-assigning party. JHA may assign the Master Agreement in its entirety to a successor entity which has acquired controlling ownership interest in JHA and is contractually bound to enjoy all of the rights and perform all of the liabilities and responsibilities of JHA under the Master Agreement.

17.6 The Master Agreement shall be governed by and construed in accordance with the laws of the home state of Customer, without reference

to its conflict of laws provisions, and applicable U.S. federal laws and regulations. Venue shall lie exclusively in Washington County, Texas.

17.7 The provisions of Sections 5, 8, 10, 11, 14, 15, 16.4 and 17 shall survive the expiration or termination of the Master Agreement.

17.8 If any of the provisions of the Master Agreement shall be ruled

by a court of law with competent jurisdiction to be invalid under any applicable statute or rule of law, the affected provisions shall be, to that extent, be deemed to be omitted. Such omission shall not change the intent or binding nature of any or all of the rest of the Master Agreement.

<End of Standard Terms and Conditions>

ProfitStars® RemitPlus® Software

1. Products and Services:

1.1 Software License: The following Software components are licensed by JHA to Customer for installation and internal use in Customer's production environment on Customer's computer system:

Product ID	QTY	Description	License (LCS)	One Time Fee (PFS)	Annual Fee (MNT)
ATEL_REMIT	1	RemitPlus Software Up to 100,000 Items processed per annual period	\$0.00	\$0.00	\$3,469.00
ATEL_REMIT	1	Parascript Carlar up to 100,000 items per year	\$0.00	\$0.00	\$1,200.00
Total			\$0.00	\$0.00	\$4,669.00

RemitPlus Software Included

QTY	Description
1	Electronic Deposit

1.2 Annual License Fee Option:

(a) The Annual License Fee option allows Customer to acquire a License for the Software products listed in this Schedule on an annually renewable term basis. The Annual License Fee shown above includes Customer's licensed use of the Software in accordance with the licensing terms described in this Schedule and JHA's provision of standard Maintenance for the Software during the annual license term. All JHA Software and Third Party Software products shown in the table above are licensed by JHA to Customer on an Annual License Fee term basis, unless a different license term period is specified above. The initial Annual License Fee term will commence upon the following date:

- (1) If Customer has contracted for JHA to perform the installation of the Software at Customer's site, then the Annual License Fee term will commence on the Implementation Date.
- (2) If Customer has not contracted for JHA to perform the installation of the Software at Customer's site, then the Annual License Fee term will commence on the date that JHA's delivers the Software to Customer, or the date that Customer downloads the Software programs from JHA's FTP site, whichever is applicable.

(b) After completion of the initial Annual License Fee term, JHA reserves the right to prorate the Annual License Fee term so that it will commence on each July 1 thereafter. Approximately sixty (60) days in advance of the expiration of the current Annual License Fee term, JHA will issue an invoice to Customer for the next following Annual License Fee term, which will be due and payable by Customer no later than the first day of the next following Annual License Fee term. If Customer fails or declines to pay this renewal Annual License Fee term invoice received in a timely manner from JHA, then Customer's license of the Software shall automatically terminate without any notice or action by either party. In addition, either party may elect not to renew the Annual License Term applicable to any of the Software by giving the following advance written notice of non-renewal to the other party:

- (1) Notice of non-renewal by Customer to JHA: Thirty (30) days in advance of the expiration date of the current Annual License Fee term.
- (2) Notice of non-renewal by JHA to Customer: One hundred eighty (180) days in advance of the expiration date of the current Annual License Fee term, provided however that JHA shall not exercise this right of non-renewal prior to the occurrence of at least three (3) full Annual License Fee terms for the Software affected.

(c) After completion of the initial Annual License Fee term, JHA reserves the right to increase the Annual License Fee applicable to the Software products and licenses covered by this Schedule with respect to any renewal Annual License Fee term by not more than seven percent (7%) over the then-current Annual License Fee. JHA shall deliver to Customer advance written notice of any such fee increase not less than ninety (90) days prior to the expiration of the then then-current Annual License Fee term.

1.3 RemitPlus Software License:

(a) Licensing and Pricing Metrics: JHA RemitPlus Software is licensed on the basis of two licensing metrics (the number of concurrent seats authorized to access and use the RemitPlus Software, and Item processing volume tier) and priced on the basis of the base Software license fee ("Base License Fee" or "BLF") shown above and a recurring renewable Annual License Fee shown above, for the cumulative volume of Items (defined below) which are processed during each Annual License Fee term of this License.

- (1) Base License Tier: The Base License Fee is calculated initially on the basis of the maximum number of concurrent seats on workstation computers owned or leased by of Customer and its Affiliates that will be authorized to access and use the RemitPlus Software in their operations, which is determined as of the date of this License purchase. The license size of this maximum number of concurrent seats is identified in Section 1.1 above. For the purpose of this licensing calculation, a "seat" is defined as a single workstation computer on which the client version of the RemitPlus Software has been installed. The licensed number of concurrent seats represents the maximum number of seats that can simultaneously access and use the RemitPlus Software.
- (2) Item Processing Volume Tier: If during the course of any Annual License Fee term Customer's use of the RemitPlus Software reaches the maximum limit of the Item processing volume tier license previously acquired by Customer, Customer will be required to purchase an Item processing volume tier license upgrade for the Remit Plus Software in order to enable the Remit Plus Software to process a higher volume tier of Items covering the remainder of the then-current Annual License Fee period and each renewal Annual License Fee term thereafter. The Remit Plus Software License upgrade fee payable by Customer in this instance will be priced at the then-current standard JHA Base Software license fee and Annual License Fee applicable to the higher tier volume of Items to be processed, as selected by Customer, against which will be applied a full credit of the Base Software License fee and the then-current Annual License Fee already paid by Customer, which amount will be prorated to cover the remaining period of the then-current Annual License Fee term.

(b) The term "Item" used in this licensing metric is defined as a single payment transaction processed by use of the RemitPlus Software, including one or more checks and one or more accompanying payment documents ("coupons"), such as payment stubs, deposit tickets and remittance coupons. The Item count is determined in accordance with the following principles:

- (1) The primary determinant of the Item count in a single payment transaction is the number of checks being processed. One check equals one Item count, regardless of the number of coupons processed with the check. For example, processing one check with six coupons results in an Item count of one; processing six checks with one coupon results in an Item count of six.
- (2) If only coupons and no checks are being processed as part of the payment transaction, then the determinant of the Item count in the payment transaction is the number of coupons being processed. For example, if no checks and six coupons are processed in a single payment transaction, the Item count equals six.

(c) Customer's failure to pay a Base License Fee upgrade fee or an Item Processing volume tier License upgrade fee when due will result in automatic termination of Customer's License of the Software.

(d) Projects: The RemitPlus Software license shown above includes the right for Customer to deploy up to two (2) Projects using the RemitPlus Software. Deployment of additional Projects by Customer will require the purchase of a separate license upgrade of the RemitPlus Software.

1.4 Parascript Software License: If Customer has licensed the Parascript Software product(s) identified above as Third Party Software, the following terms and conditions apply to that License:

(a) The Parascript Software (for which JHA is an authorized reseller) is owned by Parascript, LLC and sublicensed by JHA to Customer for Customer's use solely in conjunction with the JHA RemitPlus Software. The Parascript Software is licensed on the basis of the following licensing metrics:

- (1) The hardware platform upon which the Parascript Software will be installed and used (e.g. on a desktop scanner or on a server computer);
- (2) The number of copies of the Parascript Software to be installed by Customer on the designated hardware platform for use with the RemitPlus Software; and
- (3) The number of Counts processed by Customer using the Parascript Software during per each Year, calculated in accordance with the formula set forth in clauses (b) and (c) below.

(b) The term "Count" used in this licensing metric is defined and tracked by Parascript LLC and means a single instance in which the Parascript Software is used to read a character, field or document and results in a billable unit. A billable unit may also be a preset quantity of "Counts" (e.g. a volume tier). Parascript LLC has assigned Count values for individual field types which may be read on a document of a check or coupon being processed. Parascript LLC's schedule of Count values will be communicated to Customer on JHA's customer website; by publication in the Documentation that applies to the Parascript Software; or provided in a written document if requested by Customer. The term "Year" used in this licensing metric is defined as a 12 calendar month, which period is set by Parascript LLC in its license key for the Parascript Software.

(c) Each copy of the Parascript Software is licensed for Customer's use solely with the RemitPlus Software. Customer's installation and use of the Parascript Software with any other JHA or non-JHA Software product will require Customer's purchase of a separate Parascript Software license for such use.

1.5 **Server-Based Software Licenses:** Unless otherwise specifically indicated in the table above or this Exhibit A, all JHA Software and Third Party Software products listed in the table above are for installation and use of the JHA Software and Third Party Software products on a server computer owned or controlled by Customer.

2. **Software Deliverables:** JHA will furnish to Customer one copy of the object code software programs of the JHA and Third Party Software product(s) listed above which will be installed on Customer's IBM-compatible computer, and one set of the standard software user documentation for the Software product(s). The installation location of the Software shall be at the address for Customer first shown above, unless a different address is indicated in this Exhibit.

3. **Third Party Software Products:** If Third Party Software products are specified above, the Third Party Software products are owned and licensed by their respective owners, and Licensee's licensed right to use these software products will be governed by the software end-user license agreement accompanying the third party software programs, which includes the third party owner's standard product warranties, indemnities and liabilities applicable to its software product. JHA does not make or extend any separate product warranties, guarantees, indemnities or liabilities with respect to these third party software products.

4. **Professional Services:**

4.1 **Software Installation Services:** JHA shall perform the installation of the Software at Customer's location first identified above, commencing on a date mutually agreed by the parties. Customer shall be responsible for providing all hardware, other third party software, and internet/network/infrastructure components necessary to install and operate the Software products in its production environment, which shall be installed by Customer and operational as of the scheduled commencement date of the Software installation project. If contemporaneously with this Exhibit Customer has acquired hardware from JHA under a separate hardware purchase agreement upon which the Software will be installed, JHA will install this hardware as part of the Software installation project and fees quoted above.

4.2 **Reimbursable Travel Expenses:** The professional services fees quoted in this Exhibit do not include reimbursable travel expenses of the JHA professional services personnel who travel to and from Customer's site to perform these services, which will be invoiced to and paid by Customer.

5. **Annual Software Maintenance Support:**

5.1 **JHA Software Products:** Upon payment of the Annual License Fee for the JHA Software, JHA will provide standard Maintenance for the JHA Software to Customer in accordance with the terms of the Agreement and JHA's published Maintenance Services policies for the JHA Software. The JHA customer support center for the Software products listed in Section 1 above will be available for the receipt and handling of Customer's Maintenance Services requests including Software Error reports during the following hours of operation:

Software	Hours of Operation	
	Standard:	8:00 am through 5:00pm, Central US time zone, Monday through Friday
Remit Plus Software	After Hours:	5:00pm through 8:00am, Central US time zone, Monday through Friday; 24 hours Saturday and Sunday

All times listed above exclude standard US banking holidays published by the US Federal Reserve System. During the After Hours times of operation shown above, only Software Errors which qualify for severity level 1 priority status as defined by JHA will be eligible for report by Customer and resolution activity by JHA.

5.2 **Third Party Software Products:** In consideration of Customer's payment of the Annual License Fee for Third Party Software, JHA will provide the following standard Maintenance for the Third Party Software:

- The JHA customer support organization will receive and process Error incident reports submitted by Customer with regard to the operation of the Third Party Software, during the same hours of operation specified above for JHA Software. JHA will perform a basic level of Error troubleshooting and resolution activities with respect to Errors determined by JHA to be caused by the Third Party Software and escalate the Error incident to the owner of the Third Party Software for handling and resolution if the Error requires access to the source code of the Third Party Software or advanced technical expertise with the Third Party Software programs which is beyond JHA's technical competency to resolve.
- JHA will provide to Customer periodic standard Update releases of the Third Party Software issued by the owner of the Third Party Software to JHA, which have been tested and certified to interoperate with the RemitPlus Software.

6. **Payment Terms:** Customer shall pay the fees shown above to JHA, together with reimbursement of JHA's reasonable, actual out-of-pocket travel expenses incurred by its Professional Services personnel traveling to and from Customer's location to deliver the Professional Services specified in this Exhibit. These fees shall be due to JHA on the following schedule and paid by Customer within thirty (30) days following receipt of JHA's invoice:

Transaction	Payment Due by Customer
-------------	-------------------------

Base Software License Fees and Initial Annual License Fees	100% on July 1, 2020
Professional Services Fees	100% on the Implementation Date

7. **Supplemental Terms and Conditions:** The following terms and conditions apply to the Software listed above:

7.1 **Remit Plus Software Products:**

- (a) The Software programs will be delivered by JHA to Customer in object code format only.
- (b) The initial License copy of the Software shall be installed and used by Customer solely in its production environment. In addition to this primary production License copy of the Software acquired by Customer, Customer may acquire from JHA additional License copies of the same Software product or product component for Customer's internal use in conjunction with its production environment License copy which the Customer will use (1) as additional production environment License copies, and/or (2) solely for non-production purposes, such as development, test or disaster recovery.
- (c) The Software requires the use of third party software, such as client and server operating systems, relational database systems, communications/networking systems, and Internet browsers in order to be fully functional. In addition, the Software requires appropriate computer hardware with an adequate amount of memory as indicated in JHA's published specifications for the Software. Customer is responsible for obtaining and maintaining such hardware and third party software for use with the Software. Any purchase of the hardware and licensing of the third party software through JHA shall be documented in a separate hardware sales agreement executed between JHA and Customer.

[End of ProfitStars® RemitPlus® Software]



Regular City Council
AGENDA ITEM 5.

Agenda Item: Discussion and Presentation Regarding Current Policies and Procedures for Mobile Food Vendors and Associated Vendor Permits

Meeting Type: Regular Meeting-February 04, 2021

Department: Development Services

Staff Contact: Stephanie Doland

Classification: Work Session

SUMMARY STATEMENT:

City staff is requesting Council consideration and direction concerning the City's current Mobile Food Establishment policies and procedures. Please see attached memorandum.

ATTACHMENTS:

- (1) Mobile Food Establishment Memorandum
- (2) Mobile Food Establishment Permit Application and Guidelines

RELEVANCE TO COMPREHENSIVE PLAN:

Strategic Action Priority No. 11: 'Update the City's development regulations and standards to coordinate all aspects of local development review and approval process.'

RECOMMENDED ACTION:

No action shall be taken. Discussion item only.



MEMORANDUM

Date: January 29, 2021

To: Mayor Milton Tate and the Brenham City Council Members

From: Stephanie Doland
Development Services Director

CC: James, Fisher, City Manager
Cary Bovey, City Attorney
City Staff

Subject: Mobile Food Establishment

The City of Brenham recently received inquiries concerning the City's established Mobile Food Establishment (vendor) permitting process and associated requirements.

Currently the City has six (6) active vendors who frequent the City of Brenham for sale of various foods at various locations. Each of the active vendors have procured the necessary vendor permits to operate within the City of Brenham and follow applicable codes and regulations. There have been additional food vendors inquiring about the permit process and specific requirements of the application. The following requirements are currently reviewed by the City's Health Inspector in consideration of each Mobile Food Establishment Application:

- Permit is valid in increments of 45-days; and
- Application fee of \$50.00 for each renewal period; and
- Approval of the permit application is based on compliance with the Texas Food Establishment Rules of the Texas Board of Health.

Each applicant is provided a copy of the Mobile Food Establishment rules (see enclosed copy). Items that have recently been called to staff's attention include requiring property owner's permission for food truck placement, parking food vendors in the City street/ right-of-way, requirement to renew every 45-days and placement of food establishment exceeding 45-days.

The Mobile Food Establishment procedure allows a food vendor to locate on private property with the property owner's permission so long as there was no obstruction to traffic (vehicle or pedestrian) flow, parking is available for patrons, patrons have access (within 500') to a restroom, and vendor is readily movable (no tables and chairs placed around the unit). So long as the food vendor has adhered to the requirements, renewal of an additional 45-day permit at the previously occupied location has been approved by the City.

Mobile Food Establishments have also frequented the Downtown district, sometimes parking and serving out of the City right-of-way or on private property in adherence to the requirements outlined above. The City of Brenham Traffic Ordinance (Section 25-33) specifically prohibits trailer parking in the City right-of-way unless the trailer is *“(1) actually in the process of being loaded or unloaded; or (2) parked while the driver or operator is performing a service visit.”* Therefore, the City has previously allowed food trailers to locate in the City street Downtown and serve patrons, so long as the trailer was only in the right-of-way during business hours and in adherence with all above described procedures for food vendors on private property.

City staff is seeking direction and feedback from Council concerning the current procedures for Mobile Food Vendors. Most recently staff has received a request from a local Downtown business to operate a food vendor (food trailer) in the City right-of-way while serving to patrons and also overnight when the trailer is not in use. In the past overnight parking of the food trailer in the City right-of-way has not been permitted. Staff is seeking Council direction to change any current vendor requirements, if additional regulations or policies need to be adopted, or if the policies in effect reflect the needs of the community.

Please let me know if you have any questions.



Development Services Department

Mobile Food Establishment (MFE) Permit Application

Date: _____

Note: A fifty dollar (\$50.00) permit fee is required with this application. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED. Application for a permit does not guarantee that a permit will be granted. Permit approval is based upon the mobile food unit's compliance with state and local health requirements, and a permit will not be issued until the mobile food unit has passed an inspection.

Note: The following items must be attached to the completed application: Complete menu, copy of Certified Food Manager certificate (if applicable), and full equipment list.

Note: In addition to the MFE permit, all mobile food vendors must obtain a vendor permit from the City of Brenham. The vendor permit can be obtained at the City Secretary's office.

Note: The MFE permit will be valid for a maximum of forty-five consecutive days. A mobile food vendor is not allowed to operate at one location for longer than forty-five consecutive days.

Note: Operating a mobile food establishment without a current, approved permit is a violation of City regulations. Legal action or closure may be imposed against such an operation.

Note: All mobile food vendors must meet the requirements attached to this application.

Mobile Vendor Owner: _____ **Phone #:** _____

Mobile Vendor Business Name: _____ **Phone #:** _____

Mobile Vendor Business Address: _____ **City:** _____ **Zip:** _____

Mobile Vendor Mailing Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Owner Email Address: _____

Days and Times of Operation:

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
a.m.		a.m.		a.m.		a.m.		a.m.		a.m.		a.m.	
p.m.		p.m.		p.m.		p.m.		p.m.		p.m.		p.m.	

All of the information contained in this application is true and correct to the best of the applicant's knowledge and belief. Applicant acknowledges that the permit applied for shall be subject to all provisions of the ordinances under which the permit is granted, and shall be subject to all provisions of the statutes and rules adopted under the statutes of the State of Texas governing food service establishments, retail food stores, mobile food units, and roadside food vendors.

Updated 06/27/19

Signature of Applicant

Date

This completed application and the required fee must be submitted to the Development Services Department (979-337-7220), located on the first floor of City Hall (200 W. Vulcan St. Brenham, TX 77833); or they can be mailed to:

City of Brenham
Attn: Development Services Dept.
P.O. Box 1059
Brenham, TX 77834-1059

----- **OFFICE USE ONLY** -----

DATE PAID: _____ **RECEIPT #:** _____

CHECK #: _____ **CASH:** _____ **VISA/MC/DISCOVER:** _____

RECEIVED BY: _____ **DATE:** _____

MOBILE FOOD ESTABLISHMENT RULES

- 1.) Mobile food establishment must be readily moveable. Tables and awnings cannot be placed around the unit for use by customers, as this constitutes not readily moveable.
- 2.) Permit is non-transferrable. The permit will only be valid for the location listed on the permit. If you change locations, and the City of Brenham has not been notified, you will be subject to legal action for operating without a valid permit.
- 3.) A Certified Food Manager shall be employed if potentially hazardous food will be prepared.
- 4.) Restroom facilities must be provided for patrons (public restroom) and employees of the mobile food establishment. The restroom facilities shall be no more than 500 feet from the mobile food establishment.
 - a. Written permission must be provided on company letterhead to the City of Brenham verifying:
 - i. Access to the restroom facility by patrons and employees of the mobile food establishment;
 - ii. Hours of operation when restrooms are available;
 - iii. Distance of restrooms from the mobile food establishment; and
 - iv. Whether or not the mobile food vendor will be allowed to set up on the property.
- 5.) Written permission must be provided from the property owner (according to the Washington County Appraisal District records) of each site where the mobile food establishment will be located.
- 6.) Documentation must be provided to the City of Brenham for waste water dumping.
- 7.) Food shall be obtained from an approved source (a permanent food service establishment with a valid permit). Satisfactory proof or documentation detailing the origin or source of all foods being held, stored, offered for sale, sold, distributed or given away must be stored on the premises at all times. FOOD MAY NOT BE PREPARED AT HOME.
- 8.) Liquid waste retention tank is provided and capacity is at least 15% larger than the potable water storage tank.
- 9.) Potable water from an approved source.
- 10.) Only ice that has been made from potable water shall be used or offered for sale.
- 11.) Hot (at least 110°F) and cold running water under pressure is provided to all sinks.
- 12.) Handwash sink is provided, and is conveniently located and accessible.
- 13.) Three-compartment sink is provided.
- 14.) Soap, paper towels, hand sanitizer, detergent, and sanitizing chemicals are provided.
- 15.) Equipment for hot and cold holding, adequate to maintain potentially hazardous food at required

temperatures (135°F or above for hot holding, 41°F or below for cold holding, and 0°F or below for freezing), is provided.

- 16.) A service sink (mop sink) or curbed cleaning facility equipped with a floor drain shall be provided and conveniently located if mop water will be generated.
- 17.) Only single service articles are provided and used.
- 18.) Potable water inlet is equipped with a hose connection of a size or type that prevents its use for any other purpose.
- 19.) Potable water distribution pipes or tubing are constructed and installed in accordance with public health and plumbing standards.
- 20.) Liquid waste servicing connection is of a different size than the water connection.
- 21.) Effective control measures are used for insects, rodents, and environmental contaminants. Mobile food units must be provided with tight fitting, solid, or screened doors or windows. Screening shall be no larger than 16 mesh to the inch and must be free of breaks.
- 22.) Mobile food establishment is constructed of corrosion-resistant, durable materials.
- 23.) Mobile food establishment has easily cleanable, non-absorbent floors, walls, and ceilings that are maintained in good repair.
- 24.) Counters and tables are designed for durability and are easily cleanable.
- 25.) Equipment is installed so that it is easily cleanable and is in clean, sound condition.
- 26.) Facilities are provided for solid waste storage that are easily cleanable and covered.
- 27.) Refrigeration thermometers, hot storage thermometers, food-probe thermometers, and sanitizer test kits shall be provided.
- 28.) Trash receptacles shall be covered.
- 29.) Containers of food shall be stored at least six (6) inches above the floor in a manner that protects food from splash and contamination and permits easy cleaning of the floor.
- 30.) Live animals shall be excluded from the surrounding areas of all mobile food establishments.
- 31.) The Mobile Food Establishment Permit issued by the City of Brenham must be displayed at all times.



Regular City Council
AGENDA ITEM 6.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-003 Providing Support for Sandy Point Housing, Ltd.'s Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 2021 Competitive 9% Housing Tax Credits for a Single-Family Development in Brenham, Washington County, Texas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 04, 2021

Department: Development Services

Staff Contact: Shauna Laauwe, AICP Project Planner

Classification: Regular

SUMMARY STATEMENT:

Sandy Point Housing, LTD has proposed a development of 27 single-family homes for affordable rental housing located on approximately 9.01 acres of land on Pecan Street and described as part of the A. Harrington Survey, A-55, Tract 255, to be named Sandy Point Housing, said land and development being further described in Exhibits "A" and "B" attached. Sandy Point Housing, LTD has made application to the Texas Department of Housing and Community Affairs requesting 2021 competitive 9% housing tax credits for the development.

The subject property is a vacant 9.01-acre tract on the north side of Pecan Street and generally west of Loesch Street and east of Kerr Street that is located within a R-1, Single-Family Residential District. The proposed Sandy Point Development is comprised of 27 single-family detached homes on individual lots to be built in compliance with the R-1 zoning and building regulations. The proposed homes would be approximately 2,000 square feet and consist of three (3) bedrooms and two (2) baths. The housing units will not be for individual sale but will be retained for rental use. Of the approximately 27 single family homes, 24 will be for low-moderate income tenants at an approximate rate of \$1,000 per month and 3 market rate homes. Sandy Point Housing, LTD has stated their intent that the homes would be constructed with 80 percent brick and 20 percent hardiplank materials. Sandy Point Housing, LTD is requesting that as part of the Resolution that a one-time \$250 discount towards water/sewer tap fees be incurred to further convey the City's support of the application. The applicant states that the proposed tax-credit housing development would offer single-family homes at an affordable rental rate, increase city and county tax revenues, and complete the residential development of the surrounding Pecan Street area.

In 2020, the City of Brenham provided Resolutions of support for TDHCA competitive 9% housing tax credit applications for the Fairview Terrace (Brenham Housing Authority) two-family unit home development and Trinity Trails, a senior living multi-family development. Given these recent tax credit applications that are slated to begin construction in 2021, and the multiple subdivisions currently under construction, it is recommended that the City of Brenham pause on granting any letters of support for Tax Credits until a Residential Needs Assessment can be completed. The assessment is a critical piece of information that is needed for economic development purposes and the general well-being for our community to understand what type of housing is currently in place and what is needed for our future.

ATTACHMENTS:

- | |
|---|
| (1) City Manager Memo
(2) Resolution No. R-21-003
(3) Exhibit "A" Zoning Map
(4) Exhibit "B" Sandy Point Supporting Documents
(5) Notice from Texas Department of Housing and Community Affairs |
|---|

RELEVANCE TO COMPREHENSIVE PLAN:

Within Plan 2040, the Strategic Action Priorities component outlines under the More Targeted Planning/Study section that the City needs to “Conduct a Housing Action Plan to better understand the gaps and opportunities in the local and regional housing market and what current market conditions can support.” An influx of housing developments has commenced in the past two years in Brenham, to include large market rate subdivisions, TDHCA competitive tax credit housing developments, and student housing on the Blinn campus. Due to this influx, the city is actively looking into seeking updated bids of conducting the advised strategic action of conducting a Housing Action Plan.

RECOMMENDED ACTION:

Deny Resolution R-21-003 in support of Sandy Point Housing, LTD's Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 2021 Competitive 9% Housing Tax Credits for the Sandy Point Development in Brenham, Washington County, Texas.
--



MEMORANDUM

Date: January 8, 2021

To: Mayor Milton Tate and the Brenham City Council Members

From: James Fisher
City Manager

CC: Cary Bovey, City Attorney
City Staff

Subject: Sandy Point Housing Ltd. Tax Credit Request

The City of Brenham received a letter from Emanuel Glockzin Jr. Developer for Commonwealth Development, Inc. for the proposed Sandy Point Housing, Ltd. This project is slated for development on Pecan Street and will consist of 27 single family homes of which 24 will be for low-moderate income tenants. They are also proposing to build 3 units per acre. They will be seeking Tax Credits from the Texas Department of Housing and Community Affairs. Traditionally to receive the Tax Credits, a letter of support is required from the local government in which the project is located.

I would recommend that the City of Brenham hold off on granting any letters of support for Tax Credits until a Residential Needs Assessment can be completed. I know we began discussion on this Assessment in 2019 and it got pushed to the back burner. It is a critical piece of information that is needed for economic development purposes and the general well-being for our community. The City needs to understand what type of housing is currently in place and what is needed for our future. This information will be beneficial for our employers, especially Brenham ISD, and people who want to relocate to our community.

The City received a quote in September 2019 for a study that will cost approximately \$22,000 and take 10 -14 weeks to complete. I will work with city staff to refresh these numbers and determine a source of funding to get this project underway in February.

Please let me know if you have any questions.

RESOLUTION NO. R-21-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, PROVIDING SUPPORT FOR APPLICATION NUMBER 21252 BY SANDY POINT HOUSING, LTD, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS CONCERNING THE SANDY POINT HOUSING DEVELOPMENT WITHIN THE CITY OF BRENHAM, TEXAS; AUTHORIZING THE MAYOR TO CERTIFY THIS RESOLUTION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Sandy Point Housing, LTD has proposed a development of 27 single-family homes for affordable rental housing located on approximately 9.01 acres of land on Pecan Street and further described as part of the A. Harrington Survey, A-55, Tract 255, to be named Sandy Point Housing, in the City of Brenham, Washington County, Texas, said land and development being further described in Exhibits “A” and “B” attached hereto and incorporated herein for all purposes pertinent; and

WHEREAS, Sandy Point Housing, LTD has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2021 Competitive 9% Housing Tax Credits for Sandy Point Housing, Application Number 21252;

WHEREAS, the proposed Sandy Point Housing development is in conformance with the City of Brenham’s Official Zoning Map; and

WHEREAS, the City of Brenham recognizes the need for affordable rental housing to accommodate low-moderate income individuals;

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

Section 1: That the City of Brenham, acting through its governing body, hereby confirms that it supports the proposed development of Sandy Point Housing, located on approximately 9.01 acres of land on Pecan Street, and further described as part of the A. Harrington Survey, A-55, Tract 255, and its application Number 21252 to the TDHCA as proposed, which will contribute to the concerted affordable housing efforts within the City of Brenham as a 9% Tax Credit Housing Development.

Section 2: That the City of Brenham, acting through its Governing Body for the purposes of Local Political Subdivision Funding, will grant a reduction of \$250 total towards water/sewer tap fees.

Section 3: That for and on behalf of the governing body, the Mayor is hereby authorized, empowered, and directed to certify this Resolution to the Texas Department of Housing and Community Affairs, and execute any necessary documentation.

Section 4: This Resolution shall become effective immediately from and after its passage.

RESOLVED on this the 4th day of February 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

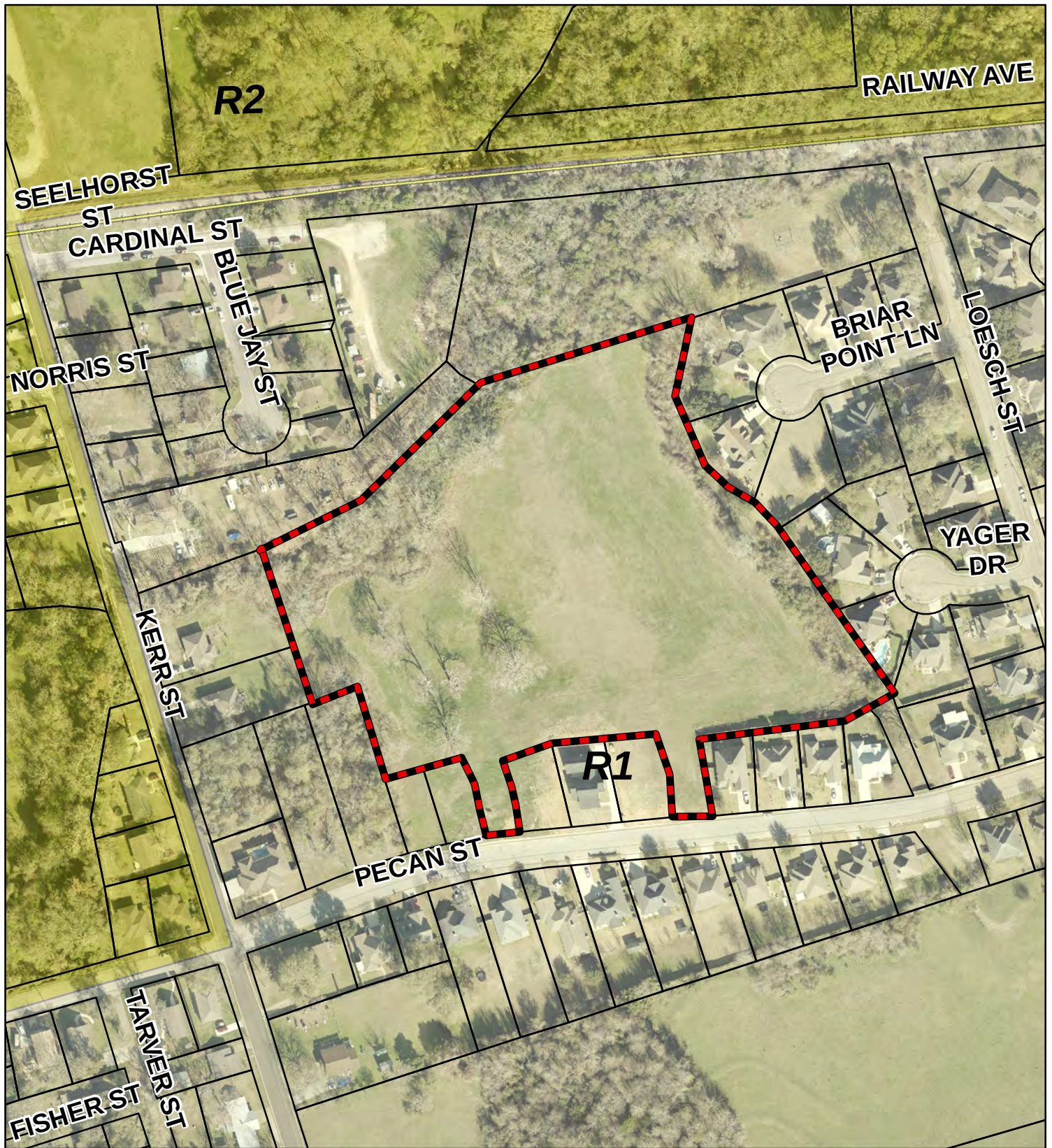


Exhibit "A" Zoning Map Proposed Sandy Point Housing Site

1 inch = 204 feet



Zoning	
DESCRIPTION	
	R1 Residential Single Family
	R2 Mixed Residential
	Site Boundary

Sandy Point Housing, LTD.

4500 Carter Creek Parkway, Suite 101, Bryan, TX 77805 • Phone (979) 846-8878 • Fax (979) 846-0783

January 5, 2021

Mayor Milton Y. Tate, Jr.
City of Brenham
PO Box 1059
Brenham, TX 77834

Dear Mayor Tate, Jr.,

Sandy Point Housing, Ltd is making an application for Housing Tax Credits with the Texas Department of Housing and Community Affairs for Sandy Point Housing located on Pecan Street, Brenham, Texas and Washington County. This New Construction is a single-family community, and composed of approximately 27 single family homes of which 24 will be for low- moderate income tenants and 3 market rate homes. The residential density of the Development, i.e., the number of Units per acre is approximately 3.

In the spring, the Department will hold public hearings in various locations around the state or virtually to gather input on Competitive Housing Tax Credit applications. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website later this year.

An interested party or Neighborhood Organization can provide comments on any and all applications at each hearing, or can provide written comments to the Department by email at HTCPC@tdhca.state.tx.us, or by mail at:

Texas Department of Housing and Community Affairs
Public Comment - Multifamily Finance Division
P.O. Box 13941
Austin, Texas 78711-3941

Note that in order for input on Competitive Housing Tax Credit applications to be included in the materials relating to presentation for awards to be provided to the Governing Board of the Texas Department of Housing and Community Affairs; such input must be received by the Department by 5:00 p.m., Austin local time, on June 18, 2021.

Sincerely,



Emanuel H. Glockzin, Jr.
Representative of Sandy Point Housing, Ltd.
Email: emanuel@edgproperties.net

Proposed Plot Plan





































**Texas Department of Housing and Community Affairs
Multifamily Finance Division
Notification of Submission of Affordable Housing Applications**

January 21, 2021

The Honorable Milton Tate
Mayor of Brenham
P.O. Box 1059
Brenham, TX 77834-1059

RECEIVED

FEB 1 2021

Re: Notification of Affordable Rental Housing Application(s) Proposed in Your City

**James Fisher
City Manager**

Dear Mayor Tate:

The Texas Department of Housing and Community Affairs (the "Department") is in receipt of a preliminary application(s) for possible funding through the Competitive Housing Tax Credit Program to develop or acquire affordable multifamily rental housing in your community.

This notification is made in accordance with Tex. Gov't Code §2306.1114 to ensure that you are fully informed of the housing activity in your city and so that you can provide input on the proposed application(s) if you so choose. The Department greatly values your views concerning the need for affordable rental housing within your community and how the proposed development(s) may address that need. Additionally, state law provides an opportunity for the applicable local jurisdiction (the city and/or county) to affect the scoring of an application by issuing a local resolution of support or neutrality in accordance with Tex. Gov't Code §2306.6710(b)(1)(B). In order to affect the scoring of an application within its jurisdiction, the local government resolution must be submitted on or before March 1, 2021, identify the specific development, and clearly state support or no objection. Once submitted, the resolution cannot be withdrawn or amended. More information can be found at 10 TAC §11.9(d)(1) of the 2021 Qualified Allocation Plan found at <https://www.tdhca.state.tx.us/multifamily/nofas-rules.htm> and suggested language for the resolution can be found at <https://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>. You may also impact scoring through a Commitment of Development Funding by Local Political Subdivision. The criteria for the Commitment is found at 10 TAC §11.9(d)(2) of the 2021 QAP.

Should the applicant(s) submit a full application to the Department on or before March 1, 2021, the Department will notify you again with more detailed information about the proposed development and provide information related to general public comment including statewide hearings. The Department's mission is to administer its assigned programs efficiently, transparently, and lawfully and to invest its resources strategically while developing high quality affordable housing which allows Texas communities to thrive. Through our multifamily programs, the Department encourages the new construction or rehabilitation of affordable multifamily housing, primarily through private developers. These developments benefit Texans in your community by providing potential employment, local tax revenue, and affordable, safe, and high quality housing for eligible households.

If you have any questions or need additional information, please contact Michael Lyttle, Director of External Affairs, at 512.475.4542 or michael.lyttle@tdhca.state.tx.us.

Sincerely,

Marni Holloway

Marni Holloway
Director, Multifamily Finance



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

221 East 11th Street, Austin, TX 78701
PO Box 13941, Austin, TX 78711

Main Number: 512-475-3800
Toll Free: 1-800-525-0657

Email: info@tdhca.state.tx.us
Web: www.tdhca.state.tx.us

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas: 800-735-2989 (TTY) and 711 (Voice).

Relevant Development Information as Presented by the Applicant:

Project Number: 21252
Development Name: Sandy Pointe Housing
Development Address: Pecan Street
Development City: Brenham Development Zip: 77833 Region: 8
Regional Allocation: Rural Target Population: General
Set Aside: ☐ Nonprofit ☐ USDA ☐ At-Risk
Construction Type: New Construction
Credit/ Funding Request: \$900,000
Total Low Income Units: 24 Total Market Rate Units: 3 Total Units: 27

Applicant Information:

Owner Contact: Elaina Glockzin
Owner Address: 4500 Carter Creek Parkway Suite 101
Owner City: Bryan Owner State: TX Owner Zip: 77802
Owner Phone: 979-846-8878
Owner Email: emanuel@edgproperties.net



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

221 East 11th Street, Austin, TX 78701
PO Box 13941, Austin, TX 78711

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Relay Texas: 800-735-2989 (TTY) and 711 (Voice).



Regular City Council **AGENDA ITEM 7.**

Agenda Item: Discuss and Possibly Act Upon a Ground Space Lease Agreement with Aviators Plus, LLC for Construction of a Hangar at the Brenham Municipal Airport (3195 Aviation Way) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 04, 2021

Department: Airport / Development Services

Staff Contact: Kim Hodde

Classification: Regular

SUMMARY STATEMENT:

In August 2020, a lease agreement was approved with Aviators Plus, LLC (Brent Nedbalek) for construction of an 80' x 100' hangar to be located at 3195 Aviation Way (just south of the first set of city-owned nested T-hangars). After additional planning and design work, Mr. Nedbalek would now like to construct a new 80' x 125' hangar instead of the 80' x 100' hangar initially requested. Since the ground space lease agreement states that construction must begin within 150 days and this timeframe has expired, this would be a new lease with Aviators Plus rather than an amendment to the previous lease. Mr. Nedbalek's total lease space will be 25,000 square feet. The lease agreement is the City's standard ground-space lease for \$0.10 cents per square foot and the lease rate may increase up to \$0.02 per square foot in a five-year period as the prevailing rates change.

ATTACHMENTS:

(1) 3195 Aviation Way_Revised hangar lease agreement_Aviators Plus

RELEVANCE TO COMPREHENSIVE PLAN:

Continued focus and improvements to the Brenham Municipal Airport are in line with the Economic Opportunity Goal E03 of the City of Brenham's Comprehensive Plan.

RECOMMENDED ACTION:

Approve a ground space lease agreement with Aviators Plus, LLC for construction of a hangar at the Brenham Municipal Airport (3195 Aviation Way) and authorize the Mayor to sign any necessary documentation.

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH AVIATORS PLUS, LLC (3195 AVIATION WAY)

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and AVIATORS PLUS, LLC, through its agent, Brent Nedbalek, hereinafter called "Lessee":

WITNESSETH:

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

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

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

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

B. TERM.

The term of said lease is for a period of thirty (30) years commencing February 4, 2021 and terminating February 4, 2051. The rent for the first year shall be ten (\$.10) cents per square foot per year for 25,000 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

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

using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

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

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

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport.

4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

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

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

G. MANDATORY CONSTRUCTION.

Lessee agrees to commence construction of the improvements described within this section within 150 days of starting date of this lease. Generally, such improvements shall include a hangar having 10,000 square feet of space (80x125). Lessee agrees to complete all improvements within 365 days of the above date, except that a longer period of time may be granted by the City of Brenham upon a showing by the Lessee that progress has been delayed because of reasons beyond the control of Lessee. If Lessee fails to commence construction within 150 days of the date above stated or if Lessee fails to complete construction within 365 days of the date stated or within such additional period of time as granted by the City of Brenham, this lease shall become voidable at the City's option.

Lessee understands that all development shall conform to Airport Master Plan Guidelines and other Airport Rules and Regulations as approved by City Council. A site plan of Lessee's area is attached as Exhibit "A". Intentional failure to conform development to approved plans and as scheduled shall be cause for termination of this Lease upon failure to conform within thirty (30) days of City's notice to Lessee of its failure to conform.

Title to all improvements constructed or installed by Lessee on the leased premises shall throughout the term of this Lease remain in Lessee. However, upon expiration or termination of this Lease, Lessee shall have no further right or interest in the improvements, except as provided in Article I, Section H.

H. EXPIRATION.

Upon the expiration of this Lease,

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

I. DEFAULT.

Any of the following events constitutes default:

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

J. LESSOR'S RIGHTS UPON DEFAULT.

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

K. MORTGAGE OF LEASEHOLD INTEREST.

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

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

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

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

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

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

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

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

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

C. TRASH, GARBAGE, LANDSCAPING.

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

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

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

D. SIGNS.

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

E. UTILITIES.

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

F. FIELD USE CHARGES.

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

G. PAYMENTS DUE.

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

H. COMPLIANCE WITH RULES.

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

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

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

J. FAA AND OTHER APPROVAL OF USE.

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

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

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

L. LESSEE AUTHORITY.

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

ARTICLE III – OTHER CONDITIONS

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

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

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

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

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

APPROVED this the 4th day of February, 2021.

CITY OF BRENHAM (LESSOR)

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

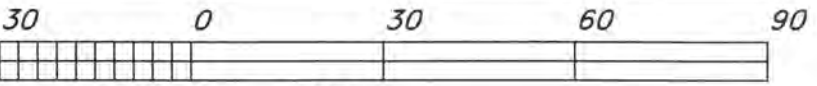
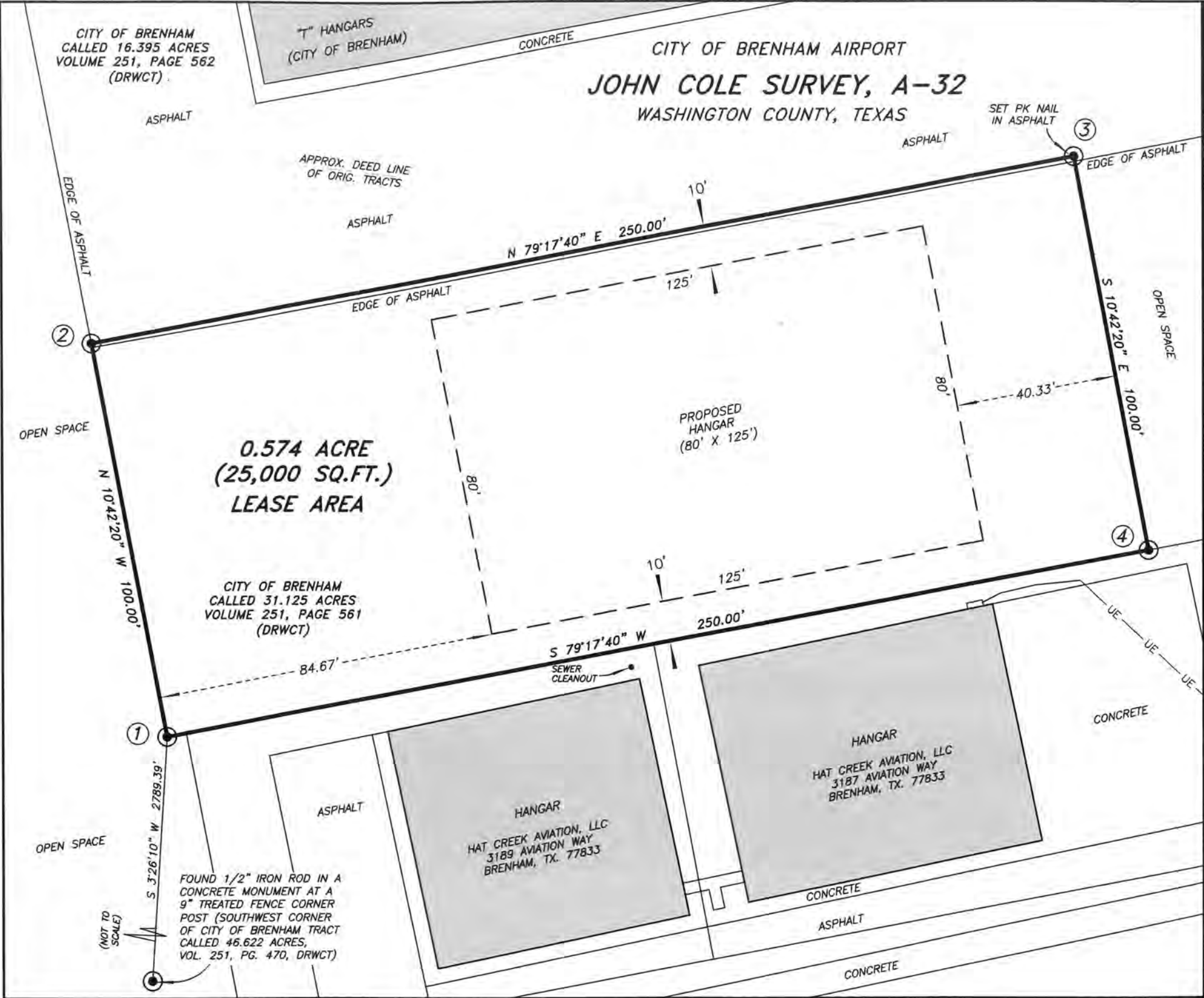
ATTEST:

Jeana Bellinger, City Secretary

AVAITORS PLUS, LLC (LESSEE)

Aviators Plus, LLC
Brent Nedbalek
2901 Aviation Way
Brenham, Texas 77833
(979) 777-8916
Brent@aviatorsplus.com

EXHIBIT "A"



NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS STATE PLANE GRID SYSTEM, NAD-83 {2011}, CENTRAL ZONE 4203. CONVERGENCE ANGLE AT N: 10063157.87' - E: 3547344.52' IS 2'-02'-23.7", COMBINED SCALE FACTOR IS 0.99996823, U.S. SURVEY FEET, UTILIZING NATIONAL GEODETIC SURVEY (NGS) MONUMENT BM1073. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
2. NO PART OF THE SUBJECT PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) AS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, MAP NUMBER 48477C0325D, MAP REVISED DATE MAY 16, 2019, WASHINGTON COUNTY, TEXAS.
3. (C) - DENOTES A 5/8" IRON ROD SET WITH ID. CAP STAMPED "HODDE & HODDE LAND SURVEYING" UNLESS OTHERWISE NOTED ON THE PLAT.
4. A CURRENT TITLE COMMITMENT OR REPORT WAS NOT AVAILABLE OR PROVIDED TO THE UNDERSIGNED SURVEYOR AS OF THE DATE OF THIS SURVEY AND THE UNDERSIGNED SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY.
5. (DRWCT) DENOTES DEED RECORDS OF WASHINGTON COUNTY, TEXAS.



SCALE: 1" = 30'

SURVEY MAP

SHOWING A SURVEY OF 0.574 ACRE OF LAND (25,000 SQ. FT.) LEASE AREA, LYING AND BEING SITUATED IN WASHINGTON COUNTY, TEXAS, PART OF THE JOHN COLE SURVEY, A-32, BEING PART OF THE SAME LAND DESCRIBED AS 31.125 ACRES IN THE DEED FROM LILLIE MAE CARAWAY DOCKERY, ET VIR TO THE CITY OF BRENHAM, DATED FEBRUARY 15, 1964, AS RECORDED IN VOLUME 251, PAGE 561, IN THE DEED RECORDS OF WASHINGTON COUNTY, TEXAS AND BEING PART OF THE SAME LAND DESCRIBED AS 16.395 ACRES IN THE DEED FROM PEARL ROBINSON, ET VIR TO THE CITY OF BRENHAM, DATED FEBRUARY 15, 1964, AS RECORDED IN VOLUME 251, PAGE 562, IN THE DEED RECORDS OF WASHINGTON COUNTY, TEXAS.

CERTIFICATION

THE STATE OF TEXAS

COUNTY OF WASHINGTON

I, JON E. HODDE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5197 OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS MAP SHOWING A SURVEY OF 0.574 ACRE (25,000 SQ. FT.) OF LAND IS TRUE AND CORRECT IN ACCORDANCE WITH AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY PERSONAL DIRECTION AND SUPERVISION.

DATED THIS THE 10TH DAY OF DECEMBER, 2020, A.D.

Jon E. Hodde
JON E. HODDE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5197



HODDE & HODDE LAND SURVEYING, INC.
613 EAST BLUE BELL ROAD
BRENHAM, TEXAS 77833
(979)-836-5681
TBPE&LS SURVEY FIRM REG. NO. 10018800

COORDINATE TABLE

POINT	NORTHING	EASTING
1	10,065,729.74	3,547,118.98
2	10,065,827.99	3,547,100.40
3	10,065,874.43	3,547,346.04
4	10,065,776.18	3,547,364.62

W.O. NO. 7739 (AVIATORSPLUS7473.DWG/MVIEW)
REF: AVIATORSPLUS7473.SURVEY

Hodde & Hodde Land Surveying, Inc.
Professional Land Surveying & Engineering
613 E. Blue Bell Road . Brenham, Texas 77833
979-836-5681 . 979-836-5683 (Fax)
www.hoddesurveying.com

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Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-004 Amending the Bylaws of the Brenham Community Development Corporation and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 04, 2021

Department: Administration

Staff Contact: James Fisher

Classification: Regular

SUMMARY STATEMENT:

On January 28, 2021, the BCDC Board of Directors voted to amend Section 3.02 of its bylaws, which addresses qualifications for membership in the Board. The current bylaws require all members of the Board of Directors to be City of Brenham residents. The proposed amendment will allow up to three (3) members of the board to be non-City residents, so long as they reside either within Washington County or within 10 miles of the City borders.

The proposed amendment will also provide for the staggering of the terms of the Chair and Vice Chair. Board members intended to ensure that there would not be a situation in which the experienced Chair and Vice Chair both became ineligible to serve in the same year.

The final language of the amendment is under review by the City Attorney, and will be provided at the Council meeting.

ATTACHMENTS:

(1) Resolution No. R-21-004

RELEVANCE TO COMPREHENSIVE PLAN:

n/a

RECOMMENDED ACTION:

Approve Resolution No. R-21-004 Amending the Bylaws of the Brenham Community Development Corporation and Authorize the Mayor to Execute Any Necessary Documentation.

RESOLUTION NO. R-21-004

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS AMENDING THE BYLAWS OF THE BRENHAM COMMUNITY DEVELOPMENT CORPORATION

WHEREAS, the Development Corporation Act of 1979, Chapter 501 of the Local Government Code, as amended (the "Act"), authorizes cities to create economic development corporations to act on their behalf in the promotion and financing of projects so as to eliminate unemployment and underemployment and to promote and encourage employment and the public welfare; and

WHEREAS, the City Council of Brenham, Texas, pursuant to the Act, authorized the creation of the Brenham Community Development Corporation ("BCDC") on August 31, 1995 and approved its Articles of Incorporation and Bylaws by passing Resolution No. R-95-012; and

WHEREAS, it is in the best interest of the City of Brenham to amend Article III, Board of Directors, Section 3.02, Number, Qualifications and Tenure of Directors, of the BCDC Bylaws;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham, Texas as follows:

Section 1: That the recitals set forth above are incorporated herein for all purposes as if fully set forth in the body of this Resolution.

Section 2: That the City Council of the City of Brenham hereby adopts the revisions to Section 3.02, Number, Qualifications and Tenure of Directors, of the bylaws of the Brenham Community Development Corporation as set forth in "Exhibit A," attached hereto and incorporated herein for all purposes.

Section 3: That this Resolution shall be in full force and effect after its passage and approval according to law.

RESOLVED on this the 4th day of February 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon the Appointment of Jim Kolkhorst to the Brenham Community Development Corporation Board of Directors with a Term Ending December 31, 2022

Meeting Type: Regular Meeting-February 04, 2021

Department: Administration

Staff Contact: James Fisher

Classification: Regular

SUMMARY STATEMENT:

Jim Kolkhorst has been recommended by the Economic Development Foundation to serve on the BCDC. This recommendation is part of the discussions from the Joint Committee for Economic Development that created the new Interlocal Agreement for Economic Development passed by the City and County in December 2020.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve the appointment of Jim Kolkhorst to the Brenham Community Development Corporation Board of Directors with a term ending December 31, 2022.



Regular City Council **AGENDA ITEM 10.**

Agenda Item: Discuss and Possibly Act Upon Amendment No. 1 to the Professional Services Agreement, 2020-02 with Strand Associates, Inc. Related to the Old Chappell Hill Road Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 04, 2021

Department: Public Works

Staff Contact: Dane Rau

Classification: Consent

SUMMARY STATEMENT:

On May 21, 2020, the City Council approved Contract 2020-02 with Strand Associates related to a professional services agreement on the Old Chappell Hill Rd widening and intersection improvements. At that time Strand was designing the intersection (TXDOT) along with the City's portion of Old Chappell Hill Rd which was a single project. After many conversations with TXDOT it was decided through TXDOT that these projects would have to be separated. At the same time, TXDOT would agree to pay for construction of the intersection improvements which were in their right-of-way and the City would be responsible for the construction costs of improvements along Old Chappell Hill Rd which were in our right-of-way. With this, we would potentially be responsible for all engineering costs and Strand would be retained for both projects. This certainly was a plus because it allowed for the City to save on construction funds and not be totally responsible for intersection construction costs which are estimated at \$400,000. This however did change the scope of work that was originally set up by Strand which created additional work related to bidding, design, and additional request from TXDOT on numerous reports and submittals as well as Strand attending additional meetings on behalf of TxDOT.

With this additional work Strand has requested that an amendment be considered which would reimburse them for the additional work not planned for originally. This amount would be \$67,000 above the original PSA amount of \$200,000. As this time, the City will would like council to consider adding this amount to the professional service agreement that was signed on 5/26/20 by Amendment No. 1. We are discussing this with the District Engineer, Lance Simmons in hopes of receiving partial reimbursement for the additional professional services costs. We do have funds to cover this additional professional services amount within our project and still remain below budget on the entire project.

ATTACHMENTS:

(1) Amendment No. 1

RELEVANCE TO COMPREHENSIVE PLAN:

Growth Capacity Goal GC 3: A growth pattern that provides for the long-term financial sustainability of the City, balancing infrastructure investment needs with reinvestment/rehabilitation needs of existing developed areas.

RECOMMENDED ACTION:

Approve Amendment No. 1 Related to the Professional Services Agreement, 2020-02 with Strand Associates Related to the Old Chappell Hill Road Improvements and Authorize the Mayor to Execute Any Necessary Documentation
--

**AMENDMENT NO. 1 TO THE MAY 26, 2020
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. 2020-02
OLD CHAPPELL HILL ROAD IMPROVEMENTS**

WHEREAS, the City and Engineer agree to amend the referenced Agreement as follows:

Under **SECTION IV, TIME FOR PERFORMANCE**, CHANGE one year to “two years.”

Under **SECTION VII, ENGINEER’S COMPENSATION**, CHANGE \$200,000 to “\$267,000.”

In **ATTACHMENT “A”, PART A–SCOPE OF SERVICES**,

A. Basic Services, ADD the following:

- “3. Attend two design progress meetings per month with Texas Department of Transportation (TxDOT) through the design and letting process up to a total of 24 meetings.
4. Maintain and prepare the following worksheets throughout the design and bid letting process:
 - a. Scoping and responsibilities
 - b. Plan, Specification, and Estimate (PS&E) scheduling
 - c. Environmental information form
 - d. Tracking log”

B. Preliminary Design Services, ADD the following:

- “10. Prepare Form 2440--Design Summary Report.
11. Prepare a 30 percent and 60 percent PS&E submittal package in accordance with TxDOT standards and attend 30 percent and 60 percent review meetings.
12. Review potential utility conflicts, perform alternative analysis with regard to these potential conflicts, and communicate with the utility owners during the relocating process.”

C. Final Design Services, ADD the following:

- "6. Prepare a 90 percent, preliminary 100 percent, and final 100 percent PS&E submittal package in accordance with TxDOT standards and attend 90 percent and preliminary 100 percent review meetings.
7. Develop a Storm Water Pollution Prevention Plan.
8. Prepare the following forms:
 - a. Form 1002–PS&E Transmittal Data
 - b. Form 2229–Significant Project Procedures
 - c. Form 2443–Environmental Management System PS&E Stage Gate Checklist
 - d. Form 2699–Determination of Additional Project-Specific Liquidate Damages
9. Use the TxDOT Connect program to enter the project quantities and bidding information during the bid letting process.
10. Assist TxDOT with preparation of one temporary construction license (TCL). Assistance includes preparing TCL form and an easement area exhibit."

E. Construction-Related Services, ADD the following:

- "3. Attend a prebid meeting for the FM 577 project.
4. Attend a preconstruction conference for the FM 577 project.
5. Review project shop drawings.
6. Prepare formal responses to request for information (RFI) during the construction process. Up to 10 RFIs are anticipated.
7. Assist TxDOT with processing up to four construction change orders.
8. Perform minor drawing revisions. Up to five drawing revisions are anticipated with two hours anticipated per minor drawing revision.
9. Make periodic site visits. Two site visits are anticipated per month to observe construction. While making periodic site visits, Engineer's efforts will be directed toward determining for 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. Services are based on a 60-day contractor construction schedule, which will need to be adjusted if the contractor extends the schedule."

In **ATTACHMENT "A", PART B-BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES**, CHANGE \$155,000 to "\$222,000," and REPLACE table in its entirety with the following:

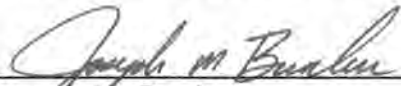
Services	Fee
Basic Services	\$27,000
Preliminary Design	\$48,000
Final Design	\$87,000
Bidding-Related Services	\$10,000
Construction-Related Services	\$50,000
Total	\$222,000

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Amendment to be executed by the Mayor of said City and attested by the City Secretary and 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 _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]

 1/28/2021

Joseph M. Bunker Date
Corporate Secretary

CITY OF BRENHAM, TEXAS

Milton Y. Tate Jr. Date
Mayor

ATTEST:

Jeana Bellinger Date
City Secretary



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon the Award of Bid for Project No. 2020-02 Related to the Old Chappell Hill Road Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 04, 2021

Department: Public Works

Staff Contact: Dane Rau

Classification: Regular

SUMMARY STATEMENT:

On January 19, 2021 Strand Associates, Inc. and City of Brenham personnel opened bids regarding the Old Chappell Hill Road Widening Project from FM 577 to the Citizens Collection Station. With recent development along this roadway and the heavy truck traffic it was prudent that we address this section of roadway sooner than later.

There were five (5) bids received for this project:

Brazos Paving, Inc. - \$724,044.50

Larry Young Paving, Inc. - \$744,058.75

New Age General Contractors, Inc. - \$752,264.09

Texcon General Contractors - \$788,003.80

Lindsey Construction, Inc. - \$914,608.75

Brazos Paving, Inc. was the apparent low bidder at \$724,044.50. Reference checks have turned up positive and they are a local contractor out of Bryan, TX. They are well known for road projects in the Brazos Valley area.

The scope of work includes the reconstruction of approximately 1,400 lineal feet of existing curbed asphalt roadway to a 40-foot-wide curbed concrete roadway, construction of approximately 840 lineal feet of storm sewer of various sizes ranging from 18-inch to 30-inch pipe, construction curb inlets, and other related storm sewer structures and appurtenances and make an asphalt roadway to connect from FM 577 the creek crossing near the Collection Station. This is all within City of Brenham right-of-way.

Construction is expected to start in April of 2021 if awarded. This project has a total of 120 calendar days to complete. We are currently working with TXDOT on the intersection widening at FM 577 and OCH Rd and they anticipate following our project with those improvements later in 2021.

The total amount budgeted was \$1.1 million dollars for this project. With this bid along with engineering we are at \$991,044.

ATTACHMENTS:

- | |
|---|
| (1) Recommendation Letter
(2) Bid Tabulation
(3) Project Map Overview |
|---|

RELEVANCE TO COMPREHENSIVE PLAN:

Growth Capacity Goal GC 3: A growth pattern that provides for the long-term financial sustainability of the City, balancing infrastructure investment needs with reinvestment/rehabilitation needs of existing developed areas
--

RECOMMENDED ACTION:

Award a bid for City of Brenham Contract 2020-02 related to the Old Chappell Hill Road Improvements to Brazos Paving, Inc. in the amount of \$724,044.50 and Authorize the Mayor to Execute any Necessary Documentation



Strand Associates, Inc.[®]
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937

January 22, 2021

Mr. Donald Reese, Assistant City Manager
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: Old Chappell Hill Road Improvements
Project No. 2020-02
City of Brenham, Texas

Dear Mr. Reese:

Bids for the above-referenced project were opened on January 19, 2021. Five bids were received with the resulting bid tabulation enclosed. The low bid of \$724,044.50 was less than ENGINEER's opinion of probable construction cost.

Brazos Paving, Inc. of Bryan, Texas, was the apparent low bidder at \$724,044.50. The bid included a bid bond for 5 percent and Addendum No. 1 was acknowledged. The bid is deemed to be responsive.

Texcon General Contractors of Bryan, Texas, and Lindsey Construction, Inc. of Spring, Texas, were deemed non-responsive by Owner for not adhering to the addenda.

Strand Associates, Inc.[®] is currently working with Brazos Paving Inc. on a project for Lee County Airport in Giddings. For this project, TxDOT and the Lee County Airport Manager determined Brazos Paving, Inc. to be responsible.

If you determine that Brazos Paving, Inc. is a responsible bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 19 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Jared D. Engelke, P.E.

Enclosure

Bids Received: 2:00 P.M.
January 19, 2021

STRAND ASSOCIATES, INC.®
1906 Niebuhr Street
Brenham, TX 77833

OLD CHAPPELL HILL ROAD IMPROVEMENTS
CONTRACT 2020-02
CITY OF BRENHAM, TEXAS

BID TABULATION SUMMARY

Bidder and Address	Bid Bond	Addenda Acknowledged	Total Base Unit Price
Brazos Paving, Inc. 7601 State Highway 21 W Bryan, TX 77807	5%	Yes	\$724,044.50
Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	5%	Yes	\$744,058.75
New Age General Contractors, Inc. 686 South Seguin Avenue, Unit 312590 New Braunfels, TX 78131	5%	Yes	\$752,364.09 *\$752,416.59
Texcon General Contractors ** 1061 Innovation Drive Bryan, TX 77862	5%	Yes	\$788,003.80 *\$787,673.80
Lindsey Construction, Inc. ** 23715 West Hardy Road Spring, TX 77373	5%	Yes	\$914,608.75 *\$914,258.75

* CONTRACTOR'S COMPUTED TOTAL

** DEEMED NON-RESPONSIVE BY OWNER

Reviewed by: *Reynold Anderson*



Bids Received: 2:00 P.M., January 19, 2021

STRAND ASSOCIATES, INC.*
1906 Niebuhr Street
Brenham, TX 77833

OLD CHAPPELL HILL ROAD IMPROVEMENTS

CONTRACT 2020-02

CITY OF BRENHAM, TEXAS

BID TABULATION BREAKDOWN

No.	Description	Quantity	Unit	Brazos Paving, Inc. 7601 State Highway 21 W Bryan, TX 77807		Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807		New Age General Contr., Inc. 686 South Seguin Avenue Unit 312590 New Braunfels, TX 78131		Texcon General Contractors 1061 Innovation Drive Bryan, TX 77862		Lindsey Construction, Inc. 23715 West Hardy Road Spring, TX 77373	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization (Not to Exceed 10% of Total Project Bid, Excluding Mobilization)	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 61,000.00	\$ 61,000.00	\$ 75,241.66	\$ 75,241.66	\$ 64,500.00	\$ 64,500.00	\$ 90,000.00	\$ 90,000.00
2.	Furnish and Integrate Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,701.93	\$ 9,701.93	\$ 12,550.00	\$ 12,550.00	\$ 18,000.00	\$ 18,000.00
3.	Remove and Dispose of Existing Asphalt and/or Base Roadway Surface	4,125	SY	\$ 3.75	\$ 15,468.75	\$ 6.00	\$ 24,750.00	\$ 25.00	\$ 103,125.00	\$ 5.00	\$ 20,625.00	\$ 12.00	\$ 49,500.00
4.	Sawcut, Remove, and Dispose of the Existing Concrete/Asphalt Driveways	1,118	SY	\$ 14.10	\$ 15,763.80	\$ 14.00	\$ 15,652.00	\$ 25.00	\$ 27,950.00	\$ 25.00	\$ 27,950.00	\$ 12.00	\$ 13,416.00
5.	Remove and Dispose of the Existing Curb and Gutter	2,322	LF	\$ 7.00	\$ 16,254.00	\$ 5.50	\$ 12,771.00	\$ 15.00	\$ 34,830.00	\$ 10.00	\$ 23,220.00	\$ 4.00	\$ 9,288.00
6.	Remove and Dispose of the Existing Chain Link Fence	730	LF	\$ 7.60	\$ 5,548.00	\$ 6.00	\$ 4,380.00	\$ 5.00	\$ 3,650.00	\$ 2.00	\$ 1,460.00	\$ 5.00	\$ 3,650.00
7.	Remove and Dispose of the Existing Commercial Sign, Foundation, and Landscaping	1	LS	\$ 390.00	\$ 390.00	\$ 960.00	\$ 960.00	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00
8.	Relocate the Existing Road Sign on a New Sign Base; Revise Name	2	EA	\$ 390.00	\$ 780.00	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00	\$ 400.00	\$ 800.00	\$ 300.00	\$ 600.00
9.	Relocate the Existing Mailbox	2	EA	\$ 450.00	\$ 900.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 200.00	\$ 400.00
10.	Adjust the Existing Valve Box and Stem to Finished Grade	4	EA	\$ 490.00	\$ 1,960.00	\$ 185.00	\$ 740.00	\$ 500.00	\$ 2,000.00	\$ 750.00	\$ 3,000.00	\$ 185.00	\$ 740.00
11.	Adjust the Existing Water Meter to Finished Grade	6	EA	\$ 2,200.00	\$ 13,200.00	\$ 850.00	\$ 5,100.00	\$ 3,500.00	\$ 21,000.00	\$ 250.00	\$ 1,500.00	\$ 625.00	\$ 3,750.00
12.	Adjust the Existing Sanitary Sewer Manhole to Finished Grade	3	EA	\$ 850.00	\$ 2,550.00	\$ 1,250.00	\$ 3,750.00	\$ 3,500.00	\$ 10,500.00	\$ 1,000.00	\$ 3,000.00	\$ 700.00	\$ 2,100.00

No.	Description	Quantity	Unit	Brazos Paving, Inc.		Larry Young Paving, Inc.		New Age General Contr., Inc.		Texcon General Contractors		Lindsey Construction, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
13.	Replace the Existing Manhole Frame and Cover and Adjust to Finished Grade	2 EA		\$ 1,200.00	\$ 2,400.00	\$ 1,250.00	\$ 2,500.00	\$ 3,500.00	\$ 7,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,100.00	\$ 2,200.00
14.	Relocate Existing Fire Hydrant Assembly	2 EA		\$ 4,450.00	\$ 8,900.00	\$ 2,400.00	\$ 4,800.00	\$ 3,500.00	\$ 7,000.00	\$ 4,750.00	\$ 9,500.00	\$ 1,700.00	\$ 3,400.00
15.	Adjust the Existing Fire Hydrant to Finished Grade	2 EA		\$ 850.00	\$ 1,700.00	\$ 850.00	\$ 1,700.00	\$ 1,500.00	\$ 3,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,100.00	\$ 2,200.00
16.	Excavation	950 CY		\$ 16.50	\$ 15,675.00	\$ 44.00	\$ 41,800.00	\$ 12.00	\$ 11,400.00	\$ 31.00	\$ 29,450.00	\$ 17.00	\$ 16,150.00
17.	6.5-Inch Reinforced Concrete Pavement with Integral Concrete Curb and Gutter	5,060 SY		\$ 48.50	\$ 245,410.00	\$ 49.00	\$ 247,940.00	\$ 30.00	\$ 151,800.00	\$ 48.60	\$ 245,916.00	\$ 62.50	\$ 316,250.00
18.	6.5-Inch Reinforced High Early-Strength Concrete Pavement with Integral Curb and Gutter	560 SY		\$ 60.00	\$ 33,600.00	\$ 56.00	\$ 31,360.00	\$ 30.00	\$ 16,800.00	\$ 75.00	\$ 42,000.00	\$ 80.00	\$ 44,800.00
19.	6-Inch Reinforced Concrete Driveway Pavement	1,006 SY		\$ 54.00	\$ 54,324.00	\$ 41.00	\$ 41,246.00	\$ 30.00	\$ 30,180.00	\$ 65.00	\$ 65,390.00	\$ 62.00	\$ 62,372.00
20.	Hot Mix Asphalt Pavement	47 TON		\$ 335.00	\$ 15,745.00	\$ 230.00	\$ 10,810.00	\$ 150.00	\$ 7,050.00	\$ 200.00	\$ 9,400.00	\$ 325.00	\$ 15,275.00
21.	Flexible Base	93 CY		\$ 86.40	\$ 8,035.20	\$ 180.00	\$ 16,740.00	\$ 66.00	\$ 6,138.00	\$ 100.00	\$ 9,300.00	\$ 170.00	\$ 15,810.00
22.	Furnish and Install an 8-Foot-Tall Chain Link Fence with Barbed Wire	705 LF		\$ 66.35	\$ 46,776.75	\$ 38.00	\$ 26,760.00	\$ 5.00	\$ 3,525.00	\$ 39.00	\$ 27,495.00	\$ 47.50	\$ 33,487.50
23.	Furnish and Install a 5-Foot by 6-Foot Curb Inlet, with a 10-Foot Extension, Complete in Place	4 EA		\$ 6,500.00	\$ 26,000.00	\$ 6,200.00	\$ 24,800.00	\$ 5,000.00	\$ 20,000.00	\$ 9,000.00	\$ 36,000.00	\$ 8,250.00	\$ 33,000.00

			Brazos Paving, Inc. 7601 State Highway 21 W Bryan, TX 77807		Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807		New Age General Contr., Inc. 686 South Seguin Avenue Unit 312590 New Braunfels, TX 78131		Texcon General Contractors 1061 Innovation Drive Bryan, TX 77862		Lindsey Construction, Inc. 23715 West Hardy Road Spring, TX 77373		
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
24.	Furnish and Install a 5-Foot by 6-Foot Curb Inlet, with a 5-Foot Extension, Complete in Place	1	EA	\$ 5,925.00	\$ 5,925.00	\$ 6,100.00	\$ 6,100.00	\$ 4,500.00	\$ 4,500.00	\$ 6,800.00	\$ 6,800.00	\$ 8,000.00	\$ 8,000.00
25.	Furnish and Install a 5-Foot by 5-Foot Precast Junction Box (PJB) with RC-Style Cover	1	EA	\$ 4,975.00	\$ 4,975.00	\$ 4,200.00	\$ 4,200.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,850.00	\$ 4,850.00
26.	Furnish and Install a 5-Foot by 5-Foot Junction Box, Complete in Place	1	EA	\$ 5,200.00	\$ 5,200.00	\$ 4,300.00	\$ 4,300.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,700.00	\$ 4,700.00
27.	Furnish and Install 30-Inch ASTM C76, Class III, Reinforced Concrete Pipe by Open Cut, All Depths, Complete in Place	83	LF	\$ 131.00	\$ 10,873.00	\$ 100.00	\$ 8,300.00	\$ 145.00	\$ 12,035.00	\$ 124.00	\$ 10,292.00	\$ 170.00	\$ 14,110.00
		73	LF								\$*9,052.00		\$*12,410.00
28.	Furnish and Install 24-Inch ASTM C76, Class III, Reinforced Concrete Pipe by Open Cut, All Depths, Complete in Place	128	LF	\$ 86.00	\$ 11,008.00	\$ 87.00	\$ 11,136.00	\$ 100.00	\$ 12,800.00	\$ 91.00	\$ 11,648.00	\$ 135.00	\$ 17,280.00
		138	LF								\$*12,556.00		\$*18,630.00
29.	Furnish and Install 18-Inch ASTM C76, Class III, Reinforced Concrete Pipe by Open Cut, All Depths, Complete in Place	609	LF	\$ 72.00	\$ 43,848.00	\$ 80.00	\$ 48,720.00	\$ 70.00	\$ 42,630.00	\$ 80.00	\$ 48,720.00	\$ 105.00	\$ 63,945.00
30.	Furnish and Install 30-Inch Corrugated Metal Pipe, All Depths, Complete in Place	20	LF	\$ 61.50	\$ 1,230.00	\$ 79.00	\$ 1,580.00	\$ 111.00	\$ 2,220.00	\$ 270.00	\$ 5,400.00	\$ 200.00	\$ 4,000.00
31.	Furnish and Install 30-Inch, 6 to 1 Slope, Safety End Treatment (TY II), Complete in Place; Revise Name	1	EA	\$ 4,720.00	\$ 4,720.00	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,600.00	\$ 2,600.00	\$ 2,200.00	\$ 2,200.00
32.	Furnish and Install 18-Inch, 3 to 1 Slope, Safety End Treatment (TY II), Complete in Place; Revise Name	1	EA	\$ 1,485.00	\$ 1,485.00	\$ 1,200.00	\$ 1,200.00	\$ 1,800.00	\$ 1,800.00	\$ 1,100.00	\$ 1,100.00	\$ 1,000.00	\$ 1,000.00
33.	Furnish and Install Type R Stone Riprap	2	CY	\$ 375.00	\$ 750.00	\$ 430.00	\$ 860.00	\$ 750.00	\$ 1,500.00	\$ 650.00	\$ 1,300.00	\$ 650.00	\$ 1,300.00

No.	Description	Quantity	Unit	Brazos Paving, Inc.		Larry Young Paving, Inc.		New Age General Contr., Inc.		Texcon General Contractors		Lindsey Construction, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
34.	Trench Safety, According to the Specification	280	LF	\$ 1.50	\$ 420.00	\$ 1.00	\$ 280.00	\$ 10.00	\$ 2,800.00	\$ 2.00	\$ 560.00	\$ 1.85	\$ 518.00
35.	Furnish and install Type C 4-Inch Solid Pavement Marking According to Texas Department of Transportation (TxDOT) Item 668, Complete in Place	2,910	LF	\$ 1.20	\$ 3,492.00	\$ 3.00	\$ 8,730.00	\$ 10.00	\$ 29,100.00	\$ 1.00	\$ 2,910.00	\$ 3.80	\$ 11,058.00
36.	Furnish and install Type C 4-Inch Dashed Pavement Marking According to TxDOT Item 668, Complete in Place	1,480	LF	\$ 1.20	\$ 1,776.00	\$ 3.00	\$ 4,380.00	\$ 10.00	\$ 14,800.00	\$ 1.00	\$ 1,480.00	\$ 4.00	\$ 5,920.00
37.	Furnish and install Type C 24-Inch Solid Pavement Marking According to TxDOT Item 668, Complete in Place	130	LF	\$ 6.80	\$ 884.00	\$ 21.00	\$ 2,730.00	\$ 16.00	\$ 2,080.00	\$ 6.56	\$ 852.80	\$ 20.00	\$ 2,600.00
38.	Furnish and install 4-Inch Work Zone Pavement Marking According to TxDOT Item 662, Complete in Place	385	LF	\$ 1.20	\$ 462.00	\$ 0.75	\$ 288.75	\$ 1.50	\$ 577.50	\$ 1.00	\$ 365.00	\$ 3.45	\$ 1,329.75
									\$560.00				
39.	Furnish and install Type C Standard Arrow Pavement Marking According to TxDOT Item 668, Complete in Place	6	EA	\$ 335.00	\$ 2,010.00	\$ 280.00	\$ 1,680.00	\$ 260.00	\$ 1,560.00	\$ 340.00	\$ 2,040.00	\$ 360.00	\$ 2,160.00
40.	Furnish and install Sign Assembly, Pole, and Sign Base, Complete in Place; Revise Name	6	EA	\$ 620.00	\$ 3,720.00	\$ 350.00	\$ 2,100.00	\$ 1,200.00	\$ 7,200.00	\$ 650.00	\$ 3,900.00	\$ 500.00	\$ 3,000.00
41.	Furnish Traffic Control Plan and Integrate According to the Texas Manual on Uniform Traffic Control Devices and TxDOT	1	LS	\$ 8,600.00	\$ 8,600.00	\$ 15,000.00	\$ 15,000.00	\$ 27,400.00	\$ 27,400.00	\$ 20,000.00	\$ 20,000.00	\$ 4,700.00	\$ 4,700.00
42.	Regrade Existing Ditch Along FM 577 (Approximately 140 Linear Feet)	1	LS	\$ 2,860.00	\$ 2,860.00	\$ 5,400.00	\$ 5,400.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,900.00	\$ 4,900.00
43.	Sodding and Site Restoration	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 24,000.00	\$ 24,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 43					\$ 724,044.50		\$ 744,058.75		\$ 752,364.09		\$ 788,003.80		\$ 914,608.75
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 43					\$ 724,044.50		\$ 744,058.75		\$752,416.59		\$787,673.80		\$914,258.75

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by 



Regular City Council **AGENDA ITEM 12.**

Agenda Item: Discuss and Possibly Act Upon a Professional Services Agreement with Jones-Carter Related to the Brenham Family Park Phase I Development and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 04, 2021

Department: Public Works

Staff Contact: Dane Rau

Classification: Regular

SUMMARY STATEMENT:

With the Brenham Family Park getting closer to final approval from TP&W regarding funding, the City of Brenham will need to move forward with design, permitting, amenity additions, construction services, and bidding. Over the last few years, we have worked with Jones|Carter and specifically Erin Williford regarding the Brenham Family Park Master Plan, coordination between the Kruse Family, and other governmental agencies.

In preparation of this 100-acre future park, BCDC has proactively set aside funds to assist with funding professional services, amenity additions, and utility extensions in order to make this park a reality. On their meeting of January 28, 2021 BCDC approved funding related to the professional services piece of the design of Brenham Family Park through Jones|Carter.

This agreement from Jones|Carter will take us through Phase I (a) regarding the above services. The agreement will allow staff to work with Jones|Carter while funding is approved at the federal level through TP&W. Jones|Carter will assist with environmental reports, design decisions, amenity locations, bidding services, and construction services. Amenities identified in Phase I(a) include but not limited to a 1-mile concrete walking/biking trail, a 4+ acre lake/detention pond, parking, restrooms, trail lighting, and playscapes.

The agreement is detailed out in the following pages and is valued at \$252,500.

We are asking Council to approve the agreement with Jones|Carter as BCDC did so we can get started with design and be ready for when funds are released. These professional services are funded through a portion of the grant and the balance coming from BCDC. Phase I (a) could start as early as summer of 2021. We are hopeful that in future years we can expand and go into Phase 2 and Phase 3 which are yet to be determined on the actual amenities in those areas.

ATTACHMENTS:

- (1) Jones|Carter Professional Services Agreement
- (2) Jones|Carter References

RELEVANCE TO COMPREHENSIVE PLAN:

Parks and Recreation Capital Investments 2.: Invest in future parks and recreation purposes, particularly within areas that are currently underserved by parks.

RECOMMENDED ACTION:

Award a Professional Services Agreement with Jones|Carter in the Amount of \$252,500 Related to the Brenham Family Park Phase I Development and Authorize the Mayor to Execute Any Necessary Documentation.

January 29, 2021

Mr. James Fisher
City Manager
City of Brenham
200 W. Vulcan Street
Brenham, Texas 77833

Re: Planning, Surveying, and Civil Engineering Services Proposal
Brenham Family Park – Phase 1
City of Brenham, Texas

Dear Mr. Fisher,

We appreciate the opportunity to present this proposal for planning, surveying, and civil engineering services in connection with the City of Brenham Family Park in the City of Brenham, Washington County, Texas.

Project Understanding

We understand the City of Brenham (Client) would like Jones|Carter (JC) to proceed with planning, civil design, and construction phase services on the approximately 100-acre Brenham City Park (Project) in the City of Brenham to develop as a recreational facility and detention/lake facility located generally at the southwest intersection of State Highway 290 and Chappell Hill Street. We also understand that the City of Brenham is requesting Jones|Carter (JC) provide a proposal in connection with this project.

Scope of Services

I. Planning Services

- A. Conceptual Land Plan** – JC will prepare an overall park land plan incorporating the desired detention/lake feature off channel and parallel to the unnamed tributary to accommodate the future development of approximately 100 Acres. JC and its Landscape Architect will prepare preliminary design drawings and/ or sketches defining the general concept while incorporating the other proposed park features, as requested by the Client, to have discussions with Stakeholders or other public agencies.
- B. Project Meetings, Coordination, and Site Visits** – The amount of project meetings can vary drastically depending on the preferences of the owner and/or architect. Based on previous experience on similar projects, we established a preliminary budget for project meetings, special meetings, weekly calls, and site visits which will be billed on an hourly basis. We have estimated 6 in-person meetings, 5 special meetings with client and stakeholders, and weekly calls for 10 weeks.

- C. Environmental Coordination** – JC through their subconsultant CME Testing and Engineering, Inc. will assist with coordination between the US Army Corps of Engineers (USACE) and Texas Parks & Wildlife Service (TPWS) to verify and obtain necessary approvals in accordance with the grant, as related to jurisdictional waters of the US and threatened and endangered species. This task includes up to five (5) site visits during the design and construction phases to assist with necessary documentation.

II. Design Phase Services

- A. Detention Analysis** – The Drainage Impact Analysis is required to determine the impacts to adjacent and downstream conveyance systems and mitigation measures that may be needed to offset these potential impacts. The City of Brenham (the City) requires new development to show no impacts to the receiving drainage systems.

Jones|Carter (JC) will perform a hydrologic and hydraulic analysis to determine the impacts from the proposed development to the Unnamed Tributary of Woodward Creek (Tributary). The analysis will develop and/or modify models using the Hydrologic Engineering Center's Hydrologic Modeling System (HEC-HMS). HEC's River Analysis System (HEC-RAS) may also be used for riverine modeling of the Tributary. Detention routing and pond sizing will be performed using either HEC-HMS or XP-Storm. The City may request alternative modeling in addition to the models outlines. Such models can be provided under a subsequent amendment to this proposal if necessary, for regulatory review.

The previously developed H&H models of the Tributary prepared by Kimley-Horn & Associates (KHA) will be utilized as the basis of the watershed model for the Tributary. JC will obtain this information from the City and review it and make modifications as needed. JC will utilize the preliminary land plan as the basis of analysis. Any changes to the proposed development service acreage by the City after the creation of any models may require additional updates or changes to the modeling not currently included in this scope. Proposed adjustments to the development plan may be necessary by JC to demonstrate no impacts to the receiving stream. The proposed land plan incorporates the use of offline detention basins adjacent to the Tributary to mitigate proposed increases in runoff. All H&H analysis will be prepared utilizing Atlas 14 rainfall data and detention facilities will be analyzed for the 5-, 10-, 25-, and 100-year storm events. The analysis will be prepared for full build out of the development which entails single family, commercial, and park land. Offsite pass-through sheet flow will be quantified as part of the analysis for portions of the development to plan for adjacent development. JC will prepare a written report with calculations, exhibits, models, and other relevant information to submit for review to the City.

- B. Civil Site Services** – Engineering services include a civil site package for submittal to the City of Brenham for the Phase 1 park including features such as an approximately 1-mile trail, parking lot, restroom facility, and lake entrance for approval. Our services include the design and preparation of construction documents for a site utility plan, a site drainage plan, a site grading plan, a site paving plan, a site dimension plan, and a Storm Water Pollution Prevention Plan (SWPPP).
- C. Landscape Architecture** – JC through their subconsultant will prepare construction documents, details, and materials necessary for planting plans, irrigation system, site furniture, site recreational amenities, fine grading of landscaping, site and trail wayfinding signage, site lighting fixtures, and pre-fab restroom structure facility.
- D. Electrical Design** – We will prepare a building electrical load analysis, one-line diagrams, exterior building lighting, and electrical plans for the phase 1 of the park.

III. Permitting Phase Services

- A. Permit Coordination** - Permitting services include setting up a permit appointment with the Brenham Permit Department, providing the necessary permits and affidavits, attending the permit meeting, and providing the permit number and fee to the contractor. The effort assumes that JC will address one (1) round of comments from the City for the construction plans and the drainage analysis. Additional rounds of review comments will be addressed at the approved hourly rates.
- B. Bid Documents & Specification** – We will prepare bid documents and specifications in accordance with the approved design plans for submittal and review by the Texas Parks & Wildlife. We will also use these documents for inclusion in the contract documents for public advertising of the project.
- C. TAS/ TDLR Registration & Inspection** – We will register and submit the project to the Texas Department of Licensing and Regulation for the Texas Accessibility Standards (TAS) review.

IV. Construction Phase Services

- A. Public Advertising, Coordination, Contract Documents** — JC, upon completion of Civil Design Services and when authorized by the Client, will solicit bids for construction of TxDOT facilities. After receipt of bids, we will assist the Client in determining the most advantageous bid and issue a recommendation of award. We will issue a notice to proceed to the selected Contractor and transmit instructions of Client to Contractor.

- B. Contract Administration Services** – Administration services during construction include activities supporting the construction of the project on behalf of the Client. Contract Administration services consist of the following:
- a. Creation/ collection, coordination and execution of post-bid contract documents and subsequent forms needed during the contract period of performance of contract documents
 - b. Facilitate bond and insurance review by Client's designated agent
 - c. Maintain completed knowledge of contract, general conditions, special conditions, and addenda
 - d. Facilitation of the contractual and agreed upon lines of communication
 - e. Sending contractual notices to all parties
 - f. Receive, review, and recommend periodic contractor pay requests. Provide written recommendation of payment to Client based upon on-site observations
 - g. Processing RFIs and RFPs
 - h. Change order preparation and processing, quantity, and price assessment
 - i. Schedule monitoring
 - j. Managing pre-construction meeting
 - k. Management of submittals, Samples and Shop drawings.
 - l. Generating close-out documents
 - m. File Management
 - n. Minimum level of documentation and reporting limited to a monthly summary of construction activities
 - o. Verification that there is a safety plan
- C. Electrical Service Coordination** – We will coordinate with the power service provider for service to the site. The fee for this task does not include the preparation and processing of electric duct bank plans. If required, this can be provided as an additional service.
- D. Field Project Representation** – Field project representation services include part-time on-site project representative(s) to assist and to provide more extensive observation of the Contractor's work. Presence of JC Field Project Representatives does not guarantee the contractor's work shall be free of defect yet is intended to improve the Client's familiarity with the contractor's progress and quality of work. Periodic Part-Time Representation for major activities consist of the following:
- a. Spot check field-testing and other field quality assurance testing activities (while on-site)
 - b. Review and approximate periodic progress payment quantities, including verifying Materials on Hand
 - c. Monitor the Contractor's maintenance of record drawings
 - d. Inform the Contractor of unsafe conditions, if observed
 - e. Provide field coordination and field communication between CLIENT and the Contractor
 - f. Occasional field attendance by construction project manager
 - g. Coordination of field project representatives



Benham City Park Planning, Civil, and Construction Phase Services

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January 29, 2021

- h. Observe work performed for substantial compliance with the contract documents. Observation includes 4 to 15 hours per week on-site (plus travel time.) Field Project Representative will make best effort to be present for major activities as noted
- i. Prepare a summary of work observed during each visit

E. Meetings & Coordination - Attend meetings, including meetings and phone calls with the City of Brenham, Local Stakeholders, Brenham Parks Board, and Brenham Community Development Corporation, and other miscellaneous meetings to coordinate approval of master plan and design or permitting considerations. Fee is assuming 5 in-person meetings at 4 hours per meeting (including drive time) and weekly phone calls on progress for a duration of 2 months.

V. **Reimbursable Items** - This fee includes items such as document reproduction, research, delivery fees, and other items as described in the attached Schedule of Reimbursable Expenses.

Proposed Fee

A summary of our fees is enclosed as Exhibit “A”, our current Schedule of Hourly Rates is enclosed as Exhibit “B”, and our Schedule of Reimbursable Expenses is enclosed as Exhibit “C”.

Proposed Schedule

The anticipated time frame for delivery of the final set of plans for the Brenham Family Park is within 24 weeks of the notice-to-proceed. A detailed schedule will be prepared and provided to the City.

Special Considerations

This proposal is based on the following special considerations:

1. This proposal is subject to the attached General Conditions of Agreement, Schedule of Reimbursable Expenses, and Schedule of Hourly Rates (where applicable).
2. This proposal includes environmental due diligence; however, it does not include Individual or Nationwide Permitting. The intent of the design is to avoid the need for a permit. Should the need for a permit arise, a separate scope shall be provided.
3. Fees do not include sales taxes that may be imposed.
4. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
5. This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.



Benham City Park Planning, Civil, and Construction Phase Services

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January 29, 2021

We thank you for the opportunity to submit this proposal and look forward to receiving your approval to proceed with this project. An executed copy of this proposal will serve as our notice to proceed. A scanned copy returned by email is acceptable. Should you have any questions, please call.

Sincerely,

A blue ink signature of Jessica L. Dennis, featuring a stylized 'J' and 'D'.

Jessica L. Dennis, PE
Project Manager

A blue ink signature of Erin E. Williford, written in a cursive style.

Erin E. Williford, PE
Client Manager

JLD/ja2

<https://jonesandcarter.sharepoint.com/sites/BellaireSiteDevelopment/Shared Documents/Opportunities/00000 - City of Benham/Brenham City Park/Proposal/PL- Brenham City Park Design 20201117.docx>

Enclosure(s)

APPROVED BY:

Signature

Name and Title (Printed)

Date

Please indicate how you prefer to receive invoice:

- ☐ By Email: _____
- ☐ By Regular Mail: _____
- ☐ Other: _____



EXHIBIT "A"

Design Services Proposal Brenham Family Park City of Brenham, Texas

Scope of Services

Item Number and Description	Fee Basis	Amount
I. Planning Services		
A. Conceptual Land Plan	Estimated Hourly	\$10,000
B. Project Meetings, Coordination, and Site Visits	Estimated Hourly	\$35,000
C. Environmental Coordination	Estimated Hourly	\$7,500
Planning Services Subtotal		\$52,500
II. Design Phase Services		
A. Detention Analysis	Lump Sum	\$35,000
B. Civil Site Services	Lump Sum	\$36,000
C. Landscape Architecture	Lump Sum	\$45,000
D. Electrical Design	Lump Sum	\$15,000
Design Phase Services Subtotal		\$131,000
III. Permitting Phase Services		
A. Permit Coordination	Estimated Hourly	\$15,000
B. Bid Documents & Specifications	Lump Sum	\$4,000
C. TAS/ TDLR Registration & Inspection	Lump Sum	\$2,000
Permitting Services Subtotal		\$21,000
IV. Construction Phase Services		
A. Public Advertising, Coordination, Contract Documents	Lump Sum	\$3,500
B. Contract Administration Services	Estimated Hourly	\$17,500
C. Electrical Service Coordination	Estimated Hourly	\$5,500
D. Field Project Representation	Estimated Hourly	\$20,000
Engineering Services Subtotal		\$46,500
V. Reimbursable Items		
A. Estimated Reimbursable Expense	Estimated Fees	\$1,500
Reimbursable Expenses Subtotal		\$1,500
	Total Fee	\$252,500

SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2019

Subject to Annual Revision in January 2020

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Cost, plus 10%
 - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost, plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

GENERAL CONDITIONS OF AGREEMENT

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC within thirty (30) days after CLIENT'S receipt of an invoice as provided in Chapter 2251, Texas Government Code. If the CLIENT disputes all or any portion of an invoice, the CLIENT shall notify JC in writing within twenty-one (21) calendar days of the invoice date and pay that portion of the invoice not in dispute.

Interest on overdue payments shall accrue at the rate as provided in Chapter 2251, Texas Government Code. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

JC agrees that the CLIENT shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by JC pursuant to this AGREEMENT. The CLIENT 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 CLIENT had prepared or acquired the same.. Any use or reuse by CLIENT of any exhibit, map, report, analyses or other document prepared or compiled by JC pursuant to this AGREEMENT, on any project or work unrelated to this AGREEMENT, without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT, to the extent allowed by law, shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance and insurance for protection from claims of errors and omissions to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances or conditions.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of the services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue and jurisdiction of any claim, dispute, lawsuit, cause of action or other proceeding arising out of or involving this AGREEMENT shall lie exclusively in the state and federal courts of Washington County, Texas.



SCHEDULE OF HOURLY RATES

Effective January 2021 - Subject to Annual Revision in January 2022

ENGINEERING PERSONNEL

Design Engineer I	\$110
Design Engineer II	\$130
Professional Engineer I	\$150
Professional Engineer II	\$170
Professional Engineer III	\$195
Professional Engineer IV	\$225
Professional Engineer V	\$240
Practice Leader	\$260

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$120
Electrical Design Engineer II	\$140
Electrical Professional Engineer I	\$165
Electrical Professional Engineer II	\$180
Electrical Professional Engineer III	\$200
Electrical Professional Engineer IV	\$235
Electrical Professional Engineer V	\$250

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$110
Construction Manager II	\$130
Construction Manager III	\$150
Construction Manager IV	\$170
Construction Manager V	\$195
Field Project Representative I	\$ 65
Field Project Representative II	\$ 90
Field Project Representative III	\$110
Specialist Field Project Representative I	\$120
Specialist Field Project Representative II	\$135
Senior Specialist Field Project Representative	\$150

SPECIALIST

Specialist I	\$100
Specialist II	\$125
Specialist III	\$195
Specialist IV	\$240

PLANNING PERSONNEL

Planner I	\$ 95
Planner II	\$125
Planner III	\$155
Planner Manager	\$225

DESIGNERS/DRAFTING PERSONNEL

CAD I	\$ 60
CAD II	\$ 85
CAD III	\$100
Designer I	\$100
Designer II	\$120
Designer III	\$140
GIS I	\$ 85
GIS II	\$110
GIS III	\$145
GIS IV	\$180

SURVEYING PERSONNEL

1-Person Field Crew	\$130
2-Person Field Crew	\$180
3-Person Field Crew	\$220
4-Person Field Crew	\$250
Scanner Equipment	\$100
Survey Technician I	\$ 85
Survey Technician II	\$ 95
Project Surveyor I	\$ 90
Project Surveyor II	\$105
Project Surveyor III	\$125
Project Surveyor IV	\$150
Chief of Survey Crews	\$110
Registered Professional Land Surveyor	\$170
Survey Manager	\$195

OFFICE PERSONNEL

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 60
Admin II	\$ 80
Admin III	\$105
Assistant Controller/ Chief Accountant	\$120
Corporate/Project Accountant	\$100

ERIN WILLIFORD, PE



BIO

Erin is a Business Development Manager at Jones|Carter. She has more than 16 years of experience working for municipalities, TIRZ, and management districts. Her work has included various roles on projects within the following parks: Buffalo Bayou Park, The North Houston Skate Park, Dylan Park, Memorial Park, and the North Houston Bike Park. She has experience with design and construction of roadway and pedestrian facilities as well as utility infrastructure and drainage channels. She's managed the design and construction and helped with operations and maintenance of the parks.

EDUCATION

MS Civil and Environmental Engineering,
Rice University

BS Meteorology,
Texas A&M University

REGISTRATIONS

Licensed Professional Engineer,
Texas No. 102474

VOLUNTEERISM

City of Sugar Land Traffic Safety Task Force, Red Light Camera Review

City of Sugar Land, Imperial Redevelopment Authority, Traffic Subcommittee

Fort Bend County Chamber of Commerce, Leadership Forum



Client Manager

EXPERIENCE

Brenham Family Park, Brenham, TX

Project Manager leading a seven month planning process for the development of an undeveloped parcel of over 100 acres which was donated to the City of Brenham. The park will serve an area of the City that is currently not within a mile of a park. The planning process included existing conditions data collection, implementation schedule and phasing plan, identifying funding assistance, graphic support, landscape architect procurement, and utilities identification.

North Houston Bike Park, Houston, TX

Part of the North Houston Park Complex, the Bike Park is a 20-acre, world class park complete with competitive BMX supercross track and bowls, mountain bike trails, pump tracks, and other features. The park is located along Greens Bayou where hike and bike trails connect to it. Extensive coordination with City of Houston, Harris County Flood Control District, Centerpoint Energy, BMX Bike Committee, and others was critical. The \$8 million park features offices and rest rooms.

Channel Conveyance Restoration at Buffalo Bayou Park, Houston, TX

As project manager, conveyance restoration was restored to a two-mile stretch of Buffalo Bayou between Shepherd Drive and Sabine Street. Critical time schedules were met and coordination with several other projects within the limits of Buffalo Bayou Park were part of this project. The scope of work included natural channel design techniques such as bank full benches, vegetated geogrid walls, sediment removal, and channel realignment within a park setting. In addition to design, detailed topographic survey, geotechnical investigations, environmental permitting work, and hydraulic modeling were completed for the project. Detailed attention to public perception and attention to detail were paramount to the success of this PS&E project. The construction cost was approximately \$4M but the work was part of an overall project budget of \$40M.

Rice University Tennis Center, Houston, TX

As the civil engineer for the new tennis facility at Rice University, the grading for the site (including tennis court grading and grass lined drainage swales), storm sewer design, sanitary sewer design, and waterline design was completed. Located within Harris Gully, this flood prone project area was designed to have no adverse impact. This included determining the appropriate elevation at which to place the tennis courts so as to provide the appropriate amount of detention required as a result of the construction of the building and other facilities.

6 years
with Jones|Carter

16 years
of experience

JESSICA L. DENNIS, PE



Project Manager

BIO

Jessica joined Jones|Carter in 2014 and serves as the Site Development Manager for the Katy office. Prior to J|C, Jessica worked for Kimley-Horn and Associates, Inc. and the City of Houston Public Works and Engineering Department. Day-to-day activities include providing technical design guidance and supervision of civil site projects from planning to completion. She is responsible for client and project management of commercial office, retail, mixed use, and industrial developments for both public and private clients in the Houston Metropolitan area.

EDUCATION

BS Civil Engineering,
Pennsylvania State University

REGISTRATION

Licensed Professional Engineer,
Texas No. 107245

CERTIFICATIONS

TxDOT Pre-Certification No. 30644
Pre-Certified Categories: 17.5.1

AFFILIATIONS

International Council of Shopping
Centers (ICSC)

CREW Network

ACEC - Development Standards
Committee Member

6 years with
Jones|Carter

14 years
of experience

EXPERIENCE

Harpers Preserve Rec Center, Montgomery County, TX

As the civil engineer for the new amenity and recreational facility at Harpers Preserve, the grading for the site (including landscape area, splash pad, pool, walking paths, and grass lined drainage swales), storm sewer design, sanitary sewer design, and waterline design was completed.

Other Projects with similar scope:

- Harvest Green Drill Site
- Royal Brook Amenity Center
- Candela Rec Center
- Parkway Terrace

Firethorne Pocket Parks, Fort Bend County, TX

The Firethorne Pocket Park projects are a community park and enhancement project that incorporates a landscape architectural feature with a covered mailbox canopy structure, and on-street parking into the individual sections of the master planned community. The J|C team provided surveying, on-site civil design and detailed grading, permitting, and construction phase inspection services.

Fort Bend County MUD 114 Splash Pad, Fort Bend County, TX

The Fort Bend County Municipal Utility District No. 118 Splash Pad is a community improvement project within the district. The J|C team contracted with the district directly to provide surveying, on-site civil design, permitting, and construction phase inspection services for the new splash pad, trail system, and parking area.

Canyon Gate Detention Trail, Harris County, TX

The Canyon Gate Detention Trail is a community improvement project in Harris County Municipal Utility District No. 400, Harris County, Texas. The J|C team contracted with the district and homeowner's association of Canyon Gate to provide surveying, on-site civil design, permitting, and construction phase inspection services for the new trail system around Detention Pond 6.

Northampton Municipal Utility District Regional Detention Pond, Harris County, TX

J|C provided hydrologic and hydraulic analysis and civil design phase services for a 24.8 acre-foot regional detention facility on 3.5 acres. Coordination with the existing Dovershire Detention Pond was required, as the existing pond was the outfall of the new pond due to depth constraints. This regional detention pond was necessary in order to allow for over 30 acres of commercial, multi-family, roadway, and floodplain area to be developed.

Galleria Place Office Plaza Improvements, Houston, TX

J|C redesigned the paving and drainage facilities serving Lincoln Property Company's existing two office buildings and parking garages located at the intersection of Sage and Westheimer in the Galleria area. The office complex improvements included flood proofing measures in addition to design of new sanitary sewer, water, and drainage facilities to serve the new pedestrian plaza. Utilities were designed to serve the existing buildings, proposed fountains, landscaping, and future retail and restaurant.

Brenham Family Park Plan



Client
City of Brenham



Location
Brenham, TX



Completion Date
Winter 2017

About The Project

Jones|Carter led a seven month planning process for the development of Brenham Family Park, an undeveloped parcel of over 100 acres which was donated to the City of Brenham. Brenham Family Park is located just south of U.S. Highway 290 near the southern border of the City of Brenham and will serve an area of the City that is currently not within a mile of a park. The planning process included existing conditions data collection, implementation schedule and phasing plan, identifying funding assistance, graphic support, landscape architect procurement, and utilities identification.

The purpose of creating park plan was to establish a vision for the park's use, aesthetic, and implementation over the next 10-15 years. The plan will serve as a working document that establishes an initial structure of guidance and direction for the development of the park.

A meeting among the Brenham Community Development Corporation and the City staff was held in order to refine the vision for the park. This successful, hand-on workshop resulted in a consensus of priorities and features of the park. From the workshop, the planning team was able to develop alternatives that were used to finalize the park layout and amenities.

North Houston Park Complex Dylan's Park



Client

Greater Greenspoint
Redevelopment Authority



Location

Houston, TX



Completion Date

August 2014



Total Cost

\$6.7M

About The Project

While the skate park is a central feature of the North Houston Park complex, Dylan's Park is no less groundbreaking and impactful. Paying homage to a local child who was injured and subsequently died from child abuse, the playground for special needs children complements the redevelopment project. Dylan's Park meets the needs of children who are sight and hearing impaired, autistic, or wheelchair-bound. The fully fenced park offers other amenities to children and their families, including an open grassy area that allows children to experience the wonders of the park in complete safety. The multi-purpose facility also includes walking trails and a community center. Future plans seek to connect the complex to Greens Bayou, further uniting this community.

We took a great deal of time to coordinate the multiple contractors and consultants on the project, integrating design and operational goals with the communities' needs including landscaping, installation of public art components, and construction of the park's welcome facility. Through our assertive, day-to-day oversight, we successfully delivered one of the finest parks in the region.

Union Park



Client
Hillwood Communities



Location
Little Elm, TX



Completion Date
August 2015



Total Cost
\$19.2M

Key Project Stats

300,000
Cubic Yard Excavation

48-INCH
Reinforced Concrete Pipe

1,100
Acres

About The Project

Hillwood Communities contracted Jones|Carter to provide design and engineering services for Phase I of the Union Park community. Union Park is a 1,100-acre master-planned community in Little Elm, Texas. The community has 3,200 planned homes and a 35-acre park with open greenbelts and natural ponds. Union Park also provides an amenity center, open air pavilion, resort-style pool, sports fields, pockets parks, and trails.

J|C provided design for water, wastewater, drainage, and paving infrastructure for residential lots and the excavation of 300,000 cubic yards of soil for a detention pond, a community park, and roadways. Due to the size and scope of Phase I of Union Park, open and continual communication with all parties was necessary to ensure success.

J|C's coordination with TxDOT, Upper Trinity Regional Water District (UTRWD), Mustang Special Utility District, and the town of Little Elm kept all entities on the same page and Union Park moving forward. The J|C team resolved issues regarding a lack of documentation of the existing infrastructure, and the approval and permitting of the new construction and design of a roundabout.

The J|C team worked closely with TxDOT to facilitate approval and permitting for the construction of two deceleration lanes and a 48-inch reinforced concrete pipe bore across US Highway 380. To resolve the lack of construction documentation and plans detailing existing utilities and infrastructure, J|C worked alongside UTRWD to construct the new storm infrastructure in a manner that would serve the project, but also keep infrastructure in place. Additionally, a sanitary sewer trunk main was designed to connect to the existing sanitary sewer system at the UTRWD Riverbend Wastewater Treatment Plant.

Rockstar Energy Bike Park



Client

N. Houston Redevelopment Corp.



Location

Houston, TX



Completion Date

August 2019



Total Cost

\$25M

Key Project Stats

22
Acres

10
Attractions

About The Project

Centrally located off Kuykendahl and Interstate 45, the Rockstar Energy Bike Park is a 22-acre BMX and mountain bike facility catered to all skill levels. The park, also known as the North Houston Bike Park, is the second phase in the N. Houston Development Corp's beautification program that also includes the North Houston Skate Park and Dylan's Park. The park will host the BMX World Championships.

The park has over 10 attractions including red-clay race tracks, street courses, a performance pavilion and wooded bike trails, making it one of the largest biking facilities in the United States. The design utilizes space below one of the entrance ramps, something that has never been done before. Rather than leave the space empty, the area includes a concession stand, office and storage space.

This collaboration between J|C and the N. Houston Redevelopment Corp. was designed to provide resources for the community. Children can participate in BMX 101 where they can learn to ride a bike and the fundamentals of BMX. Older children can also learn about bike building and track modeling.

Jones|Carter provided program and construction management services to the N. Houston Development Corp. We utilized a construction manager at-risk delivery method to ensure the project was delivered with a guaranteed maximum price (GMP) and oversaw the overall design and development of the facility. Our team has worked along the North Houston Redevelopment Corporation for the past 15 years, with this project lasting three years.

The park celebrated its grand opening on August 16, 2019.

EDMD EaDog Bike Park



Client

East Downtown Management
District (EDMD)



Location

Houston, TX



Completion Date

November 2017



Total Cost

\$215K

About The Project

Enhancing the Houston International Promenade (Bastrop Street Promenade) in EaDo is a 16,000 SF dog park with separate areas for large and small breeds. Before construction was complete, residents were showing up with their furry pals to enjoy the space furnished with drinking fountains, misting features, shade trees, lighting, seating, and a pergola.

Jones|Carter (J|C) worked closely with EDMD and their landscape architect to develop and design the park with a set construction budget. The project was funded in part by City Council District I, TIRZ No. 15, and a H-GAC Downtown Public Spaces Grant. Considerations were also made during design to select materials and install features that would assist with EDMD's maintenance of the park improvements.

The project had its share of challenges to overcome given the collective desire to make the vision a reality – within budget. Public utility connections were far from the park site. Mitigation was required due to the change in impervious cover. Semi-pervious materials were selected to offset some of the difference; swales were installed to store runoff. A few project elements were also value engineered to provide the same effect at a reduced price point. Plans for the park were coordinated with the City Engineer's Office and Houston Parks and Recreation Department.



Regular City Council
AGENDA ITEM 13.

Agenda Item: Discuss and Possibly Act Upon the Award of Bid for Project No. 66C-13G Related to the Ralston Creek Lift Station Elevation and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 04, 2021

Department: Public Utilities

Staff Contact: Alton Sommerfield

Classification: Regular

SUMMARY STATEMENT:

On January 19, 2021 Strand Associates, Inc. and City of Brenham personnel opened bids regarding the Ralston Creek Lift Station Elevation, Contract No. 66C-13G. There were three (3) bids received:

Solid Bridge Construction, LLC - \$358,930

Gael, Inc. - \$510,898

ZeusCon, LLC - \$539,592

Solid Bridge Construction, LLC was the apparent low bidder at \$358,930.

The Ralston Creek Lift Station lies in the FEMA 100-year floodplain and has become flooded due to heavy rain along Ralston Creek resulting in an inflow of storm water. The proposed scope of work for this project is to raise the top of the existing lift station approximately 4 feet to get it 3 feet above the 500-year flood elevation.

Work includes removal/disposal of existing concrete wetwell cap, raise 10-foot-diameter wetwell 7 feet with new concrete, install new aluminum manway hatches and new pumps, pump rails, float cables, piping, vent pipe, valves and other appurtenances necessary for raising the wetwell, install new electrical service to coordinate with raised pump structure, relocate existing electrical control panel to coordinate with raised pump station structure, construct 12-inch-thick reinforced concrete retaining wall on north, south and east sides of lift station with safety railing, construct 12-inch-thick by 11.5-foot-tall reinforced concrete valve vault with new double leaf hatch and construct 6-inch-thick reinforced concrete housekeeping slab to encompass valve vault, wetwell, and manholes.

Project Funding will be provided by 75% FEMA reimbursement and 25% City Match Wastewater Fund Reserves and 2017 COs.

ATTACHMENTS:

- (1) Recommendation Letter
- (2) Bid Tabulation

RELEVANCE TO COMPREHENSIVE PLAN:

Growth Capacity Goal GC 3: A growth pattern that provides for the long-term financial sustainability of the City, balancing infrastructure investment needs with reinvestment/rehabilitation needs of existing developed areas.

RECOMMENDED ACTION:

Award a bid for City of Brenham Contract 66C-13G related to the Ralston Creek Lift Station to Solid Bridge Construction, LLC in the amount of \$358,930 and authorize the Mayor to execute any necessary documentation.



Strand Associates, Inc.[®]
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937

January 22, 2021

Mr. Donald Reese, Assistant City Manager
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: Ralston Creek Lift Station Elevation
Project No. 66C-13G
City of Brenham, Texas

Dear Mr. Reese:

Bids for the above-referenced project were opened on January 19, 2021. Three bids were received with the resulting bid tabulation enclosed. The low bid of \$358,930.00 was less than ENGINEER's opinion of probable construction cost.

Solid Bridge Construction, LLC, of Huntsville, Texas, was the apparent low bidder at \$358,930.00. The bid included a bid bond for 5 percent and Addendum No. 1 was acknowledged. The bid is deemed to be responsive.

Strand Associates, Inc.[®] and the City of Brenham have previously worked with Solid Bridge Construction on several projects.

If you determine that Solid Bridge Construction is a responsible bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 19 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Ryan D. Tinsley, P.E., ENV SP

Enclosure

Bids Received: 2:30 P.M.
January 19, 2021

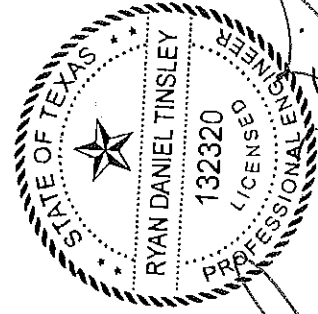
STRAND ASSOCIATES, INC.®
1906 Niebuhr Street
Brenham, TX 77833

RALSTON CREEK LIFT STATION ELEVATION
CONTRACT 66C-13G
CITY OF BRENHAM, TEXAS

BID TABULATION SUMMARY

Bidder and Address	Bid Bond	Addenda Acknowledged	Computed Base Bid	Cash Allowance	Total Bid Price
Solid Bridge Construction, LLC 1204 Sam Houston Avenue, Suite #1 Huntsville, TX 77340	5%	Yes	\$351,930.00	\$7,000.00	\$358,930.00
Gael, Inc. 4708 Tamarisk Street Bellaire, TX 77401	5%	Yes	\$503,898.00	\$7,000.00	\$510,898.00
ZeusCon, LLC 226 Sydnor Street Houston, TX 77020	5%	Yes	\$532,592.00	\$7,000.00	\$539,592.00

Reviewed by: Logan Anderson



Bids Received: 2:30 P.M., January 19, 2021

STRAND ASSOCIATES, INC.®
1906 Niebuhr Street
Brenham, TX 77833

RALSTON CREEK LIFT STATION ELEVATION
CONTRACT 66C-13G
CITY OF BRENHAM, TEXAS
BID TABULATION BREAKDOWN

		Solid Bridge Construction, LLC 1204 Sam Houston Ave., Ste #1 Huntsville, TX 77340		Gael, Inc. 4708 Tamarisk Street Bellaire, TX 77401		ZausCon, LLC 226 Sydnor Street Houston, TX 77020	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization (NTE 10% of Total Project Bid, Excluding Mobilization)	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 30,000.00	\$ 30,000.00
2.	Traffic Control and Regulation	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,060.00	\$ 5,060.00
3.	Furnish All Materials, Labor, and Equipment to Construct the Ralston Creek Lift Station Elevation Project in Accordance with the Contract Documents for a Fully Functioning Lift Station.	1	LS	\$ 340,430.00	\$ 340,430.00	\$ 462,018.00	\$ 462,018.00
4.	Perform Excavation Safety in Accordance with Specification Section 02229.	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 6,820.00	\$ 6,820.00
5.	Covers the Removal, Servicing, Re-Cabling, and Re-Installation of the Three Existing Pumps, Performed by Hahn Equipment. Pumps are Being Re-Cabled Due to the Additional Cable Length Needed.	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 5					\$ 358,930.00		\$ 510,898.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 5					\$ 358,930.00		\$ 510,898.00

Reviewed by

