



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JANUARY 21, 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 - Councilmember Clint Kolby**
- 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 Minutes from the December 17, 2020 and January 7, 2021 Regular City Council Meetings**
- 4-b. Approve Ordinance No. O-21-001 on Its Second Reading Annexing the Following into the City of Brenham: Section 2020-2, All That 5.1545 Acre Tract or Parcel of Land Situated in Washington County, Texas, Out of the Phillip Coe Survey A-31, Being the Same Property Described in a Deed from Mike Hopkins Distributing Company, Inc. to River Eagle Real Estate, LTD. Dated July 1, 2005 as Recorded in Volume 1172, Page 220 of the Official Records of Washington County, Texas and Being Further Described as a Portion of Lot 1, Block 1 of the River Eagle Subdivision, Formerly Identified as Tract 12 of the Phillip Coe Survey, A-31, Washington County, Texas**

- 4-c. Approve Ordinance No. O-21-002 on its Second Reading to Amending the Official Zoning Map of the City of Brenham to Assign a Zoning Classification of Industrial (I) District on Approximately 5.145 Acres of Land Generally Located West and Adjacent of 1751 US Highway 290 West, Being Further Described as a Portion of Lot 1, Block 1 of the River Eagle Subdivision, Washington County, Texas, and Formerly Identified as Tract 12 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas. (Case Number P-20-045)**
- 4-d. Approve Ordinance No. O-21-003 on Its Second Reading Amending Chapter 24, Article II, Hotel Occupancy Tax, of the Code of Ordinances, City of Brenham, Texas to Temporarily Modify the Hotel Occupancy Tax Reporting and Payment Schedule**
- 4-e. Approve the Submission of a Grant Application to The Department of Homeland Security for Fiscal Year 2020 Assistance to Firefighters Grant Program for Operations and Safety - Personal Protective Equipment and Authorize the Mayor to Execute Any Necessary Documentation**
- 4-f. Approve the Submission of a Grant Application to the Lower Colorado River Authority (LCRA) Through Their Community Development Partnership Program (CDPP) for the Rehabilitation and Renovation of the Antique Carousel in Fireman's Park and Authorize the Mayor to Execute Any Necessary Documentation**

REGULAR SESSION

- 5. Discuss and Possibly Act Upon an Order Calling a General Election on May 1, 2021 for the Purpose of Electing One Councilmember for Place 1 - Ward 1; One Councilmember for Place 3 - Ward 3; One Councilmember for Place 5 - At Large; and One Councilmember for Place 6 - At Large, Each for Four (4) Year Terms**

Hablar de y posiblemente actuar sobre una orden pidiendo una Elección General el 1 de mayo, 2021 Con el Propósito de Elegir Un Concejal para Lugar 1 – Distrito Electoral 1; Un Concejal para Lugar 3 – Distrito Electoral 3; Un Concejal para Lugar 5 – Distrito Abierto; y Un Concejal Lugar 6 – Distrito Abierto, Cada Puesto para Términos de Cuatro (4) Años

- 6. Discuss and Possibly Act Upon an Election Services Contract Between the City of Brenham and Washington County Related to Election Responsibilities for the May 1, 2021 General Election and Authorize the Mayor to Execute Any Necessary Documentation**

7. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham, Brenham Independent School District (BISD) and Blinn College for the May 1, 2021 General Election and Authorize the Mayor to Execute Any Necessary Documentation**
8. **Discuss and Possibly Act Upon a Consulting Services Agreement Between the City of Brenham and Gas Supply Consulting, Inc. for Consulting Services Related to the City of Brenham's Natural Gas Supply and Transportation and Authorize the Mayor to Execute Any Necessary Documentation**
9. **Discuss and Possibly Act Upon Payment to Bluebonnet Electric Cooperative for the Installation of Underground Electric Distribution Facilities for the BK Stringer, Ltd. Retail Development Project and Authorize the Mayor to Execute Any Necessary Documentation**
10. **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 January 21, 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 Friday, January 15, 2021 at 3:30 P.M.

Jeana Bellinger, TRMC, CMC

City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2021 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on December 17, 2020 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, Assistant City Manager – Chief Financial Officer Carolyn Miller, City Secretary Jeana Bellinger, Deputy City Secretary II Karen Stack, Human Resources Director Susan Nienstedt, Andria Heiges, Betty Thiel, Tourism & Marketing Director Jennifer Eckermann, Fire Department Chief Ricky Boeker, Police Captain Lloyd Powell, Public Works Director Dane Rau, Assistant City Manager – Public Services and Utilities Donald Reese, Development Services Director Stephanie Doland, Economic Development Director Susan Cates, Shauna Laauwe, Grayson Marburger, Kevin Boggus, and Steven Eilert.

Citizens present:

Washington County Commissioner Candace Bullock, Tee Dippel, and Blake Brannon.

Media Present:

Alison Bryce, Brenham Banner Press; and Josh Blaschke, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Attorney Cary Bovey**

3. **Special Recognition**
 - **Betty Thiel, 35 Years – Library**
4. **Citizens Comments**

Sgt. Eilert introduced new Brenham Police Office Grayson Marburger.

CONSENT AGENDA

5. **Statutory Consent Agenda**
 - 5-a. **Approve the Minutes from the November 19, 2020 Regular City Council Meeting, the December 3, 2020 Special Workshop Meeting, and the December 3, 2020 Regular City Council Meeting**
 - 5-b. **Approve Ordinance No. O-20-029 on Its Second Reading Granting a Variance to Chapter 8 1/2, Article III, Subsection 8 1/2 - 12(7) of the City of Brenham's Flood Damage Prevention Ordinance to Allow Ralston Creek Lift Station to be Elevated Above the 500-Year Floodplain**
 - 5-c. **Approve Ordinance No. O-20-030 on Its Second Reading Amending the Official Zoning Map of the City of Brenham to Change the Zoning District from a Commercial, Research and Technology District (B-2) to a Local Business/Residential Mixed Use District (B-1) on the Following (Case No. P-20-039):**
 - a. **Approximately 0.3219 Acres of Land, Being Two (2) Unaddressed Tracts and Both Being Further Described as Block 26, Lot E, Part of Lot 5A and Block 27, NW Part of Lot 10B, Out of the Keys 1st Addition, in Brenham Washington County, Texas (R23563, R23571)**
 - b. **Approximately 1.9716 Acres of Land Being Five (5) Tracts Addressed as 401, 403, 405, 505 and 507 Clinton Street, All Being Further Described as Block 26, North Part of Lot 5A, South Part of Lot 5A, Lot 5B, Lot 6A, and Lot 6B, Out of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas (R23561, R23562, R23564, R23566, R23565)**
 - c. **Approximately 0.6218 Acres of Land Being Three (3) Tracts Addressed as 500, 502 and 504 Seelhorst Street, All Being Further Described as Block 27, Part of Lot 11, Lot 11C and Lot 11D, Out of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas (R23573, R23575, R23576)**
 - d. **A Portion of 5.646 Acres of Land Being Addressed as 708 Seelhorst Street, Being Further Described as Tract 32, Out of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas (R14341)**

- e. **Approximately 1.13 Acres of Land Being Addressed as 604 Seelhorst Street, Being Further Described as Tract 65, Out of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas (R14376)**
- f. **Approximately 2.748 Acres of Land Being Two (2) Tracts Addressed as 702 and 706 Seelhorst Street, Being Further Described as Part of Lot 1, Lot 2, and Part of Lot 1 of the Scheel Subdivision in Brenham, Washington County, Texas (R56425, R41882)**
- g. **Approximately 0.7416 Acres of Land Being Four (4) Tracts Being Addressed as 502, 506, 508 and 510 Dark Street, All Being Further Described as Block 27, Lot E, Lot 10A, NE Part of Lot 10B and South Part of Lot 10B, Out of the Keys 1st Addition, in Brenham, Washington County, Texas (R23577, R23570, R40943, R23572)**
- h. **Approximately 0.2297 Acres of Land Being Two (2) Tracts Addressed as 507 and 509 Dark Street, All Being Further Described as Tract 250 and Tract 153, Out of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas (R14571, R14479)**
- 5-d. **Approve a Professional Services Agreement Between the City of Brenham and with Strand Associates, Inc. Related to 2021 On-Call Engineering Services, In An Amount Not to Exceed \$120,000.00, and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-e. **Award RFP No. 21-003 for Group Basic Term Life, Accidental Death & Dismemberment, and Long-Term Disability Insurance to BlueCross BlueShield of Texas, for a 3-Year Guaranteed Term, and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-f. **Approve a Contract with Revize LLC, d/b/a Revize Software Systems, in the Amount of \$8,175.00, for the Redesign of the Nancy Carol Roberts Memorial Library Website and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve the Statutory Consent Agenda Item 5-a. through 5-f., with the corrections to the December 3, 2020 minutes as presented to Council.

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

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

WORK SESSION

6. Discussion and Update on the Tax Phase-In Compliance Review Committee

This item was presented by Economic Development Director Susan Cates. Cates reported that due to COVID-19, the Tax Phase in Joint Compliance Committee did not convene in 2020. Cates noted that she has been in contact with representatives of each of the companies receiving Tax Phase In, and they are all compliant with their agreements. Cates advised that with Washington County Tax Appraiser Willy Dilworth retiring at the end of 2020, she plans to meet with his replacement and review all Tax Phase in Agreements. Cates said the Joint Compliance Committee for Tax Phase In will be convened in the early part of Spring 2021.

7. Discussion and Presentation of TxDOT's Proposed Improvements to the US 290/SH 36 Interchange in Brenham, Washington County, Texas

This item was presented by City Manager James Fisher. Fisher advised that on December 3, 2020, the City Council and Washington County Commissioners held a joint work session on the proposed concepts currently under consideration for the TxDOT US 290/SH 36 Interchange project. Fisher said that staff have been reviewing the concepts and the potential impacts to the City's utility system, street infrastructure, and community. Fisher noted that the City has several gas, water, and wastewater lines in the area that may need to be relocated. Fisher said the City should look at what is needed for traffic management to allow citizens and guests to easily navigate the area without having to get on the highway, and how guests traveling through the area can easily get on and off the highway to support local businesses.

Fisher recommended that once the City Council makes its recommendation to TxDOT regarding a preferred Concept, that Council quickly take the following action steps:

1. Create a Transportation Focus Group to assist with recommendations on infrastructure improvements for the project.
2. Complete the City's Thoroughfare Plan.
3. Beginning in the Fiscal Year 2022 budget, begin setting aside \$150,000 annually to help address and/or offset potential costs associated with the project
4. Determine what measures are necessary to ensure the economic viability of existing businesses, especially downtown.

Councilmember Herring asked whether the City was ready to make a recommendation regarding a specific Concept. Fisher replied that most comments have been in favor of Revised Concept B. Councilmember Kolby asked when TxDOT would finalize the Concept. Fisher said he believes the Concept will be finalized within 12-18 months.

Councilmember Kolby stated he is in favor of Concept B and would like the City's recommendation to include the Berlin Road overpass and extending the Highway 290 frontage road over the railroad tracks at FM 389. Kolby said that while ultimately funding will determine what projects are completed, the recommendation letter from Council should include all these items together. Councilmember Herring agreed.

Mayor Tate read a letter from citizen and local business owner, Larry Tegeler, in support of Revised Concept B and opposing Concept E.

After further discussion, the Council all agreed that the City should support Revised Concept B - Central Direct Connect.

REGULAR SESSION

8. **Discuss and Possibly Act Upon the Termination of the March 19, 2020 Interlocal Agreement Between the City of Brenham and Washington County for Economic Development Services, Said Termination to be Effective December 31, 2020 by Mutual Agreement of the City of Brenham and Washington County and Authorize the Mayor to Execute Any Necessary Documentation**
9. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Economic Development Services, Said Interlocal Agreement to be Effective January 1, 2021, and Authorize the Mayor to Execute Any Necessary Documentation**

Economic Development Director Susan Cates asked Council to consider Items 8 and 9 at the same time since the two items are companion items. Cates explained that the City and Washington County executed an Interlocal Agreement (ILA) for Economic Development Services in March of 2020. Cates stated that at that time, there had been an urgent need to get an agreement in place that would allow her to manage Project Silver Crayon on behalf of the County, including the ability for her to present to the County Commissioners in Executive Session. A termination date was included as December 31, 2020 with the ability to extend the agreement. Cates explained that the understanding between the City and County was that the agreement would be more thoroughly developed by the end of the year to include other economic development partners.

Cates advised that the new agreement was developed by an ad hoc Committee comprised of Washington County Commissioners Bullock and Hanath, Brenham City Councilmembers Kolby and Herring, Brenham Community Development Corporation Board Member John Hasskarl, and Brenham Economic Development Foundation (EDF) members Tee Dippel and Blake Brannon. Cates stated that the notable provisions of the agreement include:

- Formally creates the Brenham/Washington County Economic Development Organization (BWEDO).
- The City's Director of Economic Development will serve as the Director of BWEDO.
- The County will contribute \$100,000.00 annually to the BWEDO.
- Accountability of the BWEDO to the City, County, BCDC & EDF with monthly, quarterly, and annual reports.

- Formalized Project Review Guidelines (Exhibit A of the ILA) that outlines the process that BWEDO will follow in engaging community partners with potential economic development projects.
- The ILA is a three (3) year agreement with the option of subsequent 2-year renewal periods.
- Either party must provide the other party 180-day notice of intent to terminate.

Dippel stated that the ad-hoc committee was a great group to work with, and this agreement lays the groundwork for future economic development in Washington County and demonstrates that the City and County can collaborate well. Commissioner Bullock thanked Mayor Tate and City Manager James Fisher for allowing the committee to proceed. Bullock said she looks forward to many years of collaboration between the City and County. Blake Brannon said this is a great step to bringing new businesses into our area.

Cates noted that the Commissioners Court has already approved the termination of the old Interlocal Agreement and approved the new agreement as presented.

Mayor Tate asked for a motion related to Item 8. A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Saunders to approve the termination of the March 19, 2020 Interlocal Agreement between the City of Brenham and Washington County for economic development services, said termination to be effective on December 31, 2020, due to both the City and County mutually agreeing to waive the 60-day termination notice requirement, and authorize the Mayor to execute any necessary documentation.

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

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

Mayor Tate asked for a motion related to Item 9. A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Saunders to approve an Interlocal Agreement between the City of Brenham and Washington County for Economic Development Services, effective January 1, 2021, and remain in effect for a period of three years with options for extensions in two-year increments, with corrections as noted, and authorize the Mayor to execute any necessary documentation.

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

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

Mayor Pro Tem Ebel said this is a great step forward in economic development. Councilmember Kolby thanked the committee and said he is confident that the area's Economic Development program will be much stronger in the future. Councilmember Herring said he was excited and would welcome the opportunity to work again with Commissioners Bullock and Hanath. Mayor Tate thanked the Committee members for their work.

10. Discuss and Possibly Act Upon the Appointment of Nine Members (Places 1 Through 9) to Serve on the Tax Increment Reinvestment Zone No. 1 Board of Directors for a Period of Two Years Beginning January 1, 2021 and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Assistant City Manager – Chief Financial Officer Carolyn Miller. Miller said that when the Zone was created in December 2018, Ordinance No. O-18-019 also created a TIRZ Board consisting of nine members being appointed by the City Council. Miller reported that on December 5, 2019 Council appointed the Mayor to Place 1, Councilmember Ward 1 to Place 2, Councilmember Ward 2 to Place 3, Councilmember Ward 3 to Place 4, Councilmember Ward 4 to Place 5, Councilmember Position 5 to Place 6, and Councilmember Position 6 to Place 7. Council also appointed Gary Crocker, BCDC Board Member to Place 8 and Tom Whitehead, Main Street Board Member to Place 9. Miller noted that both are willing to serve again and look forward to working with our community regarding public improvements and private development that occurs in the Zone.

A motion was made by Councilmember Cantey and seconded by Councilmember Kolby to approve the appointment of the Mayor and Councilmembers Wards 1 through 4 and Positions 5 and 6 to Places 1 through 7, and Gary Crocker to Place 8 and Tom Whitehead to Place 9 of the Tax Increment Reinvestment Zone No. 1 Board for a period of two years beginning January 1, 2021 and authorize the Mayor to execute any necessary documentation.

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

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

11. Discuss and Possibly Act Upon the Appointment of a Board Member to Serve as Chairman of the Tax Increment Reinvestment Zone No. 1 Board of Directors for a Period of One Year Beginning January 1, 2021 and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Assistant City Manager – Chief Financial Officer Carolyn Miller. Miller said that Tax Increment Reinvestment Zone No. 1 was created in December 2018. When the Zone was created, Ordinance No. O-18-019 also created a TIRZ Board consisting of nine members. The member appointed to Place 1 was also appointed as Chairman of the TIRZ Board. At that time, Mayor Tate was appointed by Council to Place 1, and therefore he served as Chairman of the Board for 2019.

Miller said that as outlined by the Texas Tax Code, the City Council must appoint a Chairman of the TIRZ Board every year. At the December 5, 2019 Council meeting, Mayor Tate was again appointed as Chairman of the TIRZ Board for 2020. This agenda item is to appoint a Chairman for the TIRZ Board to serve for calendar year 2021. The Council can appoint any member of the Board to serve as Chairman and his/her term would be for a period of one year, beginning on January 1, 2021.

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Herring to appoint Mayor Milton Tate as Chairman of the Tax Increment Reinvestment Zone No. 1 Board of Directors for a period of one year beginning January 1, 2021 and authorize the Mayor to execute any necessary documentation.

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

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

12. Discuss and Possibly Act Upon the Purchase and Installation of a Restroom Facility for the Henderson Park Splashpad, Phase 2 Improvements, Using BuyBoard Contract No. 592-19 and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Public Works Director Dane Rau. Rau said that with Season 2 of the Splashpad at Henderson Park approaching, staff have been reviewing possible improvements for Phase II. Rau reported that BCDC approved \$250,000 for Phase II, which will include a small restroom facility. Rau said the Parks and Recreation Advisory Board recommends approval of installation of a small restroom facility. Rau noted that there was also a survey sent out at the end of Season 1 of the Splashpad, with almost every comment mentioning the need for a closer restroom.

Rau said that due to this facility being a small footprint staff has decided to work with Corworth Restroom Facilities on a single-family style restroom that can accommodate numerous family members at once. The pre-engineered restroom will come as a complete package, which avoids long construction timelines. There will be a sidewalk leading from the splashpad to this location and it will abide by all ADA requirements. Staff members are currently working with Strand and Associates on a site plan and layout including making sure that all amenities are ADA approved.

Rau said the facility will be block exterior which will be painted with a small porch and metal roof. Staff is still working on the terms and conditions of this purchase with Corworth and the City Attorney. Rau also informed the City Council that the cost of a required payment bond changes the price to \$93,129.00. Rau added that staff's recommendation of approval is contingent on mutual agreement between Corworth and City Attorney.

A motion was made by Councilmember Kolby and seconded by Councilmember Cantey to approve the purchase and installation of a restroom facility for the Henderson Park Splashpad, Phase 2 improvements, using Buyboard Contract No. 592-19 in the amount of \$93,129.00, contingent upon final approval of the contract by the City Attorney and authorize the Mayor to execute any necessary documentation.

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

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

13. Discuss and Possibly Act Upon the Purchase of Radio Frequency Identification Solutions - FE Technologies Smart Bin, as a Sole Source Item, for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Librarian Andria Heiges. Heiges said that in order to deliver positive experiences for both library users and staff, staff has looked for methods and technologies to automate its workflows and processes. Library staff currently uses Radio Frequency Identification (RFID) technology to check materials in and out and to operate self-check machines. The addition of an automated book return bin for the back-staff area will increase staff efficiencies and improve the self-service experience, as it would allow a patron's items to be checked in immediately. Heiges advised that currently, items waiting to be sanitized and checked in remain listed on a patron's account until staff can check them in at designated times. The Smart Bin would resolve the backlog issue.

Heiges explained that the RFID Enabled Smart Bin is a sole source product and the only product on the market that utilizes RFID Accelerate technology capable of checking RFID Tagged items to check-in books and turn off security. There are no other like products available for purchase that would serve exactly the same function. The one-time purchase price for the Smart Bin is \$10,625 and would be paid through the Library donation fund.

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to approve the purchase of Radio Frequency Identification Solutions (Smart Bin) from FE Technologies Group, as a sole source item, in the amount of \$10,625.00 for the Nancy Carol Roberts Memorial Library and authorize the Mayor to execute any necessary documentation.

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

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

14. Discuss and Possibly Act Upon Resolution No. R-20-039 Amending the Policies and Procedures for City of Brenham Boards and Commissions

This item was presented by City Manager James Fisher. Fisher said that at the September 17, 2020 Council meeting, staff held a work session to discuss possible amendments to the City of Brenham's Policies and Procedures for Boards and Commissions. Using the guidance provided by Council during that work session, the Boards and Commissions Subcommittee consisting of Mayor Tate, Councilmember Cantey, and Councilmember Saunders met on December 3rd and recommended the following changes, to take effect January 1, 2021:

- Members of Council are ineligible to serve on a board.
- Term lengths for all boards are increased from two (2) years to three (3) years, except for the Board of Adjustments, Brenham Housing Authority and the Brenham Community Development Corporation (BCDC) Board as state law requires a two (2) year term for these board.
- Consecutive years of service in any single board are limited to 3 terms before a 1-year layoff is required.
- The Fixed Base Operator will be a non-voting, ex officio, member of the Airport Advisory Board.
- Special training will be required for members of the BCDC Board and the Planning & Zoning Commission.
- The description of the Hotel Occupancy Tax Board is removed. Brenham and Washington County have mutually agreed to transition this board to a tourism board.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve Resolution No. R-20-039 amending the Policies and Procedures for City of Brenham Boards and Commissions, as presented with a change to Councilmember's ineligibility to serve not taking effect until January 1, 2022 and authorize the Mayor to execute any necessary documentation.

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

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

15. Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Boards and Commissions and Authorize the Mayor to Execute Any Necessary Documentation

City Manager James Fisher presented this item. Fisher explained that according to the City of Brenham's Policies and Procedures for Boards and Commissions, a Subcommittee of City Council is to make recommendations for appointments to citizen boards and commissions.

Fisher advised that staff is requesting the Airport Advisory Board be reduced from 9 to 7 members with the elimination of Positions 3 and 9. Fisher also reported that John Hasskarl has resigned from BCDC Position 7, and staff is recommending this position be temporarily left vacant while BCDC considers amending its bylaws to allow members who do not reside within the City limits to serve.

Fisher explained that the Subcommittee of Council recommends the following individuals for appointment or reappointment to the following boards/committees, for a term of one (1) year:

Airport Advisory Board:

Grant Meschewitz – Position 1

Josiah Jameson – Position 4

Jon Hodde – Position 6

Mark Whitehead – Position 7

*Positions 3 and 9 are eliminated.

Animal Shelter Advisory Committee:

Lee Panko – Position 1

Pam Ruemke – Position 2

Alison Harper – Position 3

Sharon Guelker – Position 5

Building Standards Commission:

Arlen Thielemann – Position 1

Walt Edmunds – Position 2

Stoney Lacina – Position 4

Library Advisory Board:

Lillian Marshall – Position 1

Keith Herring – Position 2

Jerry Jares – Position 3

Sabrina Roberts – Position 5

Janie Mehrens – Position 7

Lu Hollander – Position 8

Main Street Advisory Board:

Melinda Faubion – Position 1

Tiffany Morisak – Position 3

Lowell Ogle – Position 4

John Hermann – Position 6

Tom Whitehead – Position 7

Douglas Peck – Position 9

Elizabeth Price – Position 10

Connie Wilder – Position 11

Parks & Recreation Advisory Board:

Tina Henderson – Position 1
Bill Betts – Position 3
Jim Baker – Position 4
Paula Buls – Position 6
Lee Chalmers – Position 7
Dusty Robinson – Position 9

Planning & Zoning Commission:

Marcus Wamble – Position 2
Artis Edwards, Jr. – Position 4
Calvin Kossie – Position 6
Christopher Cangelosi – Position 7

Fisher further explained that the Subcommittee of Council is also recommending the following individuals for appointment or reappointment to the following boards/committees, for a term of two (2) years, as required by State law:

Board of Adjustments and Appeals:

Jon Hodde – Position 3
Mary Lou Winkelmann – Position 5
Walt Edmunds – Alternate Position A-1

Brenham Community Development Corporation:

Gary Crocker – Position 5
Bill Betts – Position 6
*Position 7 vacant

Brenham Housing Authority Board:

Richard Flammer – Position 4
Marcus Wamble – Position 5
Cory Flencher – Position 6
Lillian Pollard – Position 7

A motion was made by Councilmember Cantey and seconded by Councilmember Wright to approve the recommendations for appointments and reappointments to various City Boards and Commissions as presented and authorize the Mayor to execute any necessary documentation.

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

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

16. Discuss and Possibly Act Upon a Letter of Support or Resolution in Support of TxDOT Improvements to the US 290/SH 36 Interchange and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by City Manager James Fisher. Fisher stated that the City Council held a Joint Workshop Meeting with Washington County Commissioners on December 3, 2020 to discuss in detail TxDOT's proposed improvements to the US 290/SH 36 interchange. Fisher explained this action item allows the City Council to take any action regarding a Resolution and/or Letter of Support for one or more of the proposed improvements being considered by TxDOT.

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Saunders to approve a letter of support for "Revised Concept B – Central Direct Connect" and authorize the Mayor to execute any necessary documentation.

Mayor Pro Tem Ebel asked about the status of the possible addition of an overpass on the Highway 290 frontage road at FM 389. Fisher replied that he believes TxDOT will consider extending the access road as this project plan progresses, and they will also likely consider an overpass at Highway 290 and Berlin Road. Fisher said he believes the two overpasses can be listed as alternates in the bid letting. Ebel said he believes the City should focus on trying to get the overpasses included.

Fisher suggested that staff should draft a letter to be signed by all Councilmembers, supporting "Revised Concept B – Central Direct Connect" but to also ask TxDOT to consider the overpass at Berlin Road and the overpass on the Highway 290 frontage road at FM 389.

Ebel stated he believes the overpass at FM 389 should be the priority. Councilmember Herring said he believes the overpass at Berlin Road is more important because traffic at Berlin Road could back up all the way into town. Fisher said one of the challenges with a Berlin Road overpass is that after construction, the roads connecting to it will need significant improvements by the County.

Mayor Pro Tem Ebel then amended his motion to approve a letter of support to TxDOT for “Revised Concept B – Central Direct Connect” with a request for TxDOT to also consider the construction of overpasses at Berlin Road and FM 389 as bid alternates and authorize the Mayor to execute any necessary documentation. The amended motion was seconded by Councilmember Saunders.

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

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

17. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- Thanked Crystal Locke, Sergeant Eilert, Tammy Jaster, Assistant Fire Chief Sheffer, and others for the great job with Santa through Town.
- The City’s planning group received a Certificate of Achievement for Planning Excellence from the American Planning Association, Texas Chapter.
- City offices will be closed on December 24th, 25th, and 31st and on January 1st for the Christmas and New Year’s Holidays.
- Trash and recycling pickup normally scheduled for December 25th will be moved to the 26th, and pickup scheduled for January 1st will be moved to the 2nd. Brannon Industrial Group will pick up extra bags left next to trash bins for the next two weeks.
- The City’s general election will be May 1, 2021. Citizens will elect Councilmembers for Places 1, 3, 5, and 6. Candidate packets will be available December 28th. The deadline to file for a place on the ballot will be February 12, 2021, at 5:00 p.m.

Public Works Director Dane Rau reported on the following:

- Thanked Brannon Industrial Group for distributing toys to children along various sanitation routes.

Council adjourned into Executive Session at 2:20 p.m.

EXECUTIVE SESSION

18. **Section 551.071 - Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Pending Litigation and Claims: T. Hyde v. Washington County Sheriff's Department, City of Brenham and Brenham Police Department, Cause No. 37404, 21st Judicial District, Washington County, Texas; D. Guyton v. City of Brenham, Texas, et al., Cause No. 1:20-CV-00412-RP, United States District Court, Western District of Texas, Austin Division; Claims of R. Robinson Alleged Against the City of Brenham and Additional Persons and Entities**

Executive Session adjourned at 3:04 p.m.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Karen Stack
Deputy City Secretary II

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on January 7, 2021 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, Assistant City Manager – Chief Financial Officer Carolyn Miller, City Secretary Jeana Bellinger, Fire Chief Ricky Boeker, Police Chief Ron Parker, Police Sergeant Steven Eilert, Public Works Director Dane Rau, Assistant City Manager – Public Services and Utilities Donald Reese, Development Services Director Stephanie Doland, Economic Development Director Susan Cates, and Project Planner Shauna Laauwe.

Citizens present:

None.

Media Present:

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

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

No citizen comments were heard.

4. Special Recognition

- **GFOA Certificate of Achievement for Excellence in Financial Reporting – Twelfth Consecutive Year**

CONSENT AGENDA

5. Statutory Consent Agenda

- 5-a. Approve Change Order No. 1 for City of Brenham Project No. 2019-03 to Larry Young Paving, Inc. in the Amount of \$36,522.40 for Salem Road Street Improvements and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to approve the Statutory Consent Agenda Item 5-a as presented.

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

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

PUBLIC HEARINGS AND ASSOCIATED ACTION ITEMS

6. Public Hearing, Discussion and Possibly Act Upon the Approval of: (1) A Municipal Services Agreement with the Owner of the Property Requesting Annexation; and (2) an Ordinance on Its First Reading Annexing the Hereinafter Described Territory into the City of Brenham:

- **Section 2020-2: All That 5.1545 Acre Tract or Parcel of Land Situated in Washington County, Texas, Out of the Phillip Coe Survey A-31, Being the Same Property Described in a Deed from Mike Hopkins Distributing Company, Inc. to River Eagle Real Estate, LTD. Dated July 1, 2005 as Recorded in Volume 1172, Page 220 of the Official Records of Washington County, Texas and Being Further Described as a Portion of Lot 1, Block 1 of the River Eagle Subdivision, Formerly Identified as Tract 12 of the Phillip Coe Survey, A-31, Washington County, Texas**

City Secretary Jeana Bellinger presented this item. Bellinger explained that in July 2020, the City received a request from River Eagle Real Estate, Ltd. (Mike Hopkins Distributing Co., Inc.) to annex a 5.1545-acre tract of land adjoining their property located at 1751 Highway 290 West in Brenham, Washington County, Texas.

Bellinger advised that the City is required to hold a Public Hearing to allow citizens to express their support or concerns related to the annexation. The City must also enter into a Municipal Services Agreement outlining when and how city services will be provided for the any tract of land being considered for annexation and then the Council must also consider an annexation ordinance. Bellinger stated that staff recommends annexing this land to assist with any possible development of Mike Hopkins Distributing Co. Inc. in the future.

Mayor Tate opened the public hearing. There were no public comments received.

Mayor Tate closed the public hearing.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve a Municipal Services Agreement with River Eagle Real Estate, Ltd. (Mike Hopkins Distributing Co., Inc.) related to the annexation of a 5.1545-acre tract of land adjoining their property located at 1751 Highway 290 West in Brenham, Washington County, Texas.

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

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

A motion was made by Councilmember Herring and seconded by Councilmember Saunders to approve an Ordinance on its first reading annexing Section 2020-2: A 5.1545-acre tract or parcel of land situated in Washington County, Texas, out of the Phillip Coe Survey A-31, being the same property described in a deed from Mike Hopkins Distributing Company, Inc. to River Eagle Real Estate, Ltd. dated July 1, 2005 as recorded in Volume 1172, Page 220 of the official records of Washington County, Texas and being further described as a Portion of Lot 1, Block 1 of the River Eagle Subdivision, formerly identified as Tract 12 of the Phillip Coe Survey, A-31, Washington County, Texas into the City of Brenham.

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

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

7. Public Hearing, Discussion and Possibly Act Upon an Ordinance on its First Reading to Amending the Official Zoning Map of the City of Brenham to Assign a Zoning Classification of Industrial (I) District on Approximately 5.145 Acres of Land Generally Located West and Adjacent of 1751 US Highway 290 West, Being Further Described as a Portion of Lot 1, Block 1 of the River Eagle Subdivision, Washington County, Texas, and Formerly Identified as Tract 12 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas. (Case Number P-20-045)

This item was presented by Project Planner Shauna Laauwe. Laauwe explained that the subject property is an approximate 5.145-acre tract of mostly vacant land generally located west and adjacent to 1751 US Highway West that is developed as Mike Hopkins Distributing Company, Incorporated (MHD). The subject property is currently located in the Brenham Extraterritorial Jurisdiction (ETJ) and has been requested by the property owner to be annexed into the City of Brenham. Laauwe stated that if Council approved the annexation, that upon annexation of the subject property the owners are requesting the tract be assigned the zoning district of Industrial (I) District to match the zoning district classification of the adjoining property and allow for the expansion of the existing commercial operation.

Laauwe stated that the subject 5.145-acre tract is located within the City's ETJ, but the other remaining 34.165-acres owned by MHD are located within the City limits. The overall MHD property was comprised of three (3) unplatted tracts, two of which were within the city limits, with the remainder subject tract to the west of the city boundary. The existing commercial structure at 1751 US Hwy 290 West is proposed to undergo a building expansion that necessitated that the three tracts to be platted into one contiguous lot. As one lot may not be platted that is partially within the City limits, the annexation of the 5.145-acre tract was required in conjunction with the requirement to plat the property. The Planning and Zoning Commission approved the River Eagle Subdivision Plat on September 28, 2020. The requested Industrial (I) District classification will correspond with the remainder of the commercial property. Laauwe advised that the proposed request is in accordance with the future land use map adopted in Historic Past, Bold Future: Plan 2040, the City of Brenham Comprehensive Plan which suggests that Industrial uses are appropriate at this location.

Laauwe advised Council that no public comments concerning this proposed rezoning were received prior to the Planning and Zoning Commission meeting, or during their Public Hearing for this item. On Monday, December 21, 2020, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request as presented, contingent on City Council's approval of the annexation.

Mayor Tate opened the public hearing. There were no public comments received.

Mayor Tate closed the public hearing.

A motion was made by Councilmember Kolby and seconded by Councilmember Wright to approve an Ordinance on its first reading to amending the Official Zoning Map of the City of Brenham to assign a zoning classification of Industrial (I) District on approximately 5.145 acres of land generally located west and adjacent to 1751 US Highway 290 West, being further described as a Portion of Lot 1, Block 1 of the River Eagle Subdivision, Washington County, Texas, and formerly identified as Tract 12 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas. (Case Number P-20-045)

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

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

REGULAR SESSION

8. Discuss and Possibly Act Upon Resolution No. R-21-001 Providing for the Continuation of the Mayoral Declaration of Local Disaster Due to Public Health Emergency Related to the COVID-19 (Coronavirus) Pandemic

City Manager James Fisher advised Council that this item was placed on the agenda for discussion and consideration of action by the City Council. Fisher explained that the City first declared a Disaster regarding the COVID – 19 Pandemic in March 2020. The original Declaration has been reviewed and amended several times due to changing circumstances.

Fisher advised that on Monday, December 28th, Washington County was advised that Trauma Service Area N (Brazos, Burleson, Grimes, Leon, Madison, Robertson and Washington Counties) has for seven consecutive days of COVID – 19 hospitalized patients making up more than 15 percent of total capacity; therefore, per Governor Abbott, business capacity must reduce to 50% and establishments that receive 51% of their revenue from alcohol must close.

Fisher stated that the vaccine is being distributed in the County according to established protocols; however, it may still be months before we see the benefits of the vaccine. Fisher stated that everyone must continue to be smart, wear our masks, social distance at least 6 feet and wash our hands with soap and water regularly. Fisher explained that since COVID is still impacting our community, the Disaster Declaration should be extended.

A motion was made by Councilmember Cantey and seconded by Councilmember Kolby to approve Resolution No. R-21-001 providing for the continuation of the Mayoral Declaration of Local Disaster Due to Public Health Emergency related to the COVID-19 (Coronavirus) Pandemic.

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

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

9. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 24, Article II, Hotel Occupancy Tax, of the Code of Ordinances, City of Brenham, Texas to Temporarily Modify the Hotel Occupancy Tax Reporting and Payment Schedule

City Manager James Fisher advised Council that after visiting with local hoteliers it appears that COVID-19 is still having a negative impact on them as people are still not traveling to Brenham/Washington County for overnight stays.

Fisher requested that Council consider temporarily modifying and extending deadlines for filing monthly hotel occupancy tax reports and payments for the next four (4) months (December 2020 thru March 2021) to help alleviate the negative economic impact this pandemic has had on our local hoteliers.

A motion was made by Councilmember Cantey and seconded by Councilmember Kolby to approve an Ordinance on its first reading amending Chapter 24, Article II, Hotel Occupancy Tax, of the Code of Ordinances, City of Brenham, Texas to temporarily modify the hotel occupancy tax reporting and payment schedule.

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

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

10. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- Downtown Swirl is scheduled for January 16th
- City facilities will be closed January 11th in observation of the Martin Luther King holiday.
- Staff is planning to present departmental year end reports in February.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-21-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS FOR THE PURPOSE OF EXTENDING THE CORPORATE LIMITS OF THE CITY OF BRENHAM, TEXAS; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 5.1545 ACRES OF LAND, COMPRISED OF ONE (1) TRACT HEREINAFTER MORE SPECIFICALLY DESCRIBED, TO THE CITY OF BRENHAM, TEXAS FOR ALL MUNICIPAL PURPOSES; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREAS SHALL BECOME A PART OF THE CITY AND THAT THE INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A MUNICIPAL SERVICES AGREEMENT FOR THE ANNEXED AREAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL MAP OF THE BOUNDARIES OF THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City of Brenham, Texas is a Texas home-rule municipality; and

WHEREAS, Chapter 43 of the Texas Local Government Code, V.T.C.A., authorizes municipalities to annex territory in accordance with the procedures provided for therein; and

WHEREAS, Article I, Section 3 of the Charter of the City of Brenham authorizes annexation of territory to the City, in accordance with the laws of this State; and

WHEREAS, the hereinafter described property lies within the extraterritorial jurisdiction of the City of Brenham; and

WHEREAS, pursuant to Section 43.0671 et seq. of the Texas Local Government Code, the owner of approximately 5.1545 acres of land, described in Exhibit "A" attached hereto and incorporated herein for all purposes, has filed a written request with the City for the annexation of said area; and

WHEREAS, notice of the required public hearing was published in a newspaper having general circulation in the City of Brenham, Texas and the public hearing was conducted and held in accordance with applicable law; and

WHEREAS, the City of Brenham, Texas has approved a Municipal Services Agreement with the property owner for the extension of municipal services into the area to be annexed, said Agreement being attached hereto as Exhibit “B” and incorporated herein for all purposes; and

WHEREAS, all notices, publications and hearings have been duly given and held as required by law; Now Therefore,

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

- Section 1.** That the hereinafter described tract of land is within the extraterritorial jurisdiction of, and is adjacent to and is contiguous to the present corporate limits of the City of Brenham, Texas, be, the same is hereby, annexed to the City of Brenham, Texas for all municipal purposes and the corporate boundaries and limits of the City of Brenham, Texas are hereby extended to embrace the said tract of land, which is more particularly described and attached hereto as Exhibit “A” and incorporated herein for all purposes.
- Section 2.** That the inhabitants, if any, of the property hereby annexed to the City of Brenham, Texas shall be entitled to all the rights and privileges of said citizens of the City of Brenham, Texas, and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Brenham, Texas.
- Section 3.** That the Municipal Services Agreement which is attached hereto as Exhibit “B” is hereby approved and incorporated herein as part of this Ordinance for all purposes and is applicable to the areas annexed to the City as described herein.
- Section 4.** That the official map and boundaries of the City of Brenham, Texas, heretofore adopted and amended be and is hereby amended so as to include the aforementioned areas as part of the City of Brenham, Texas.
- Section 5.** That the City Secretary is hereby directed and authorized to perform or cause to be performed all acts necessary to amend the official map of the City of Brenham, Texas to add the territory hereby annexed as required by law.
- Section 6.** If any section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City of Brenham, Texas, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and as to this end the provisions of this Ordinance are declared to be severable.

Section 7. That this Ordinance shall become effective upon its passage.

Section 8. That the meetings at which this Ordinance was enacted were open to the public as required by the Texas Open Meetings Act, and that notice of the time, place, and subject matter of said meetings was given as required by the Texas Open Meetings Act.

PASSED and APPROVED on its first reading this the 7th day of January 2021.

PASSED and APPROVED on its second reading this the 21st day of January 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"

5.1545 ACRES. All that tract or parcel of land situated in Washington County, Texas out of the Phillip Coe Survey A-31 and being a portion of the tract of land called 9.04 acres in a deed from Henry Muery, et ux to Calvin Borman dated September 6, 1948 as recorded in Volume 159, Page 115 of the Washington County Deed Records, more particularly described as follows:

BEGINNING at the old iron pin in the fence line marking the Southeast corner of the original 9.04 acre tract, said point also being the Northeast corner of the Florence Draehn tract, and being in the West line of a 40 ft. wide lane owned by Dix R. Turnbow;

THENCE with the south line of the original tract, same being the North line of the Draehn tract S 74° 32' 51" W, 300.00 ft. to a set iron pin in the fence line for Southwest corner;

THENCE N 18° 8' 33" W, 749.15 ft. to a set iron pin for Northwest corner;

THENCE N 74° 32' 51" E, 300 ft. to a set iron pin in the West line of the Dix R. Turnbow tract;

THENCE with the West line of said tract same being the East line of the original 9.04 acre tract S 18° 09' 22" E, 335.83 ft. to a fence line angle and S 18° 07' 52" E, 413.32 ft. to the PLACE OF BEGINNING and containing 5.1545 acres of land.

Exhibit "B"

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF BRENHAM, TEXAS AND RIVER EAGLE REAL ESTATE, LTD.

This Municipal Services Agreement ("Agreement") is entered into on the 4th day of January, 2021 by and between the City of Brenham, a Texas a home-rule municipality ("City") and River Eagle Real Estate, Ltd. ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement:

WHEREAS, Section 43.0671 et seq. of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation; and

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, Owner owns certain parcel(s) of land situated in Washington, Texas, which consists of approximately 5.1545 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes pertinent ("Property"); and

WHEREAS, Owner has filed a written request with the City for annexation of the Property; and

WHEREAS, in accordance with Section 43.0672 of the LGC City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, the annexation and execution of this Agreement are subject to approval by the Brenham City Council;

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

- 1. PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the annexation.
- 2. INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, rules, regulations, and policies.
 - i. Fire – The City’s Fire Department will provide emergency and fire protection services.
 - ii. Police – The City’s Police Department will provide law enforcement services.
 - iii. Planning, Zoning, and Building – The City’s Development Services Department will provide planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - iv. Publicly Owned Parks, Facilities, and Buildings
 - 1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
 - 2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - v. Drainage Utility System – The Property will be included in the City’s Drainage Utility System service area and will be assessed a monthly fee based on the amount of impervious area, in accordance with the provisions of the City’s ordinances governing the Drainage Utility System. The fees will cover the direct and indirect costs of Drainage Utility System services and operations.
 - vi. Streets - The City’s Public Works Department will maintain the public streets over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
 - vii. Water and Wastewater
 - 1. Existing, occupied homes and other structures that are using water well and validly permitted and properly functioning on-site sewage facilities on the effective date of annexation may continue to use the same as long as the facilities remain validly permitted and properly functioning. If a property owner desires to connect to the City water and/or sewer system, then the owner may request a connection in accordance with the City’s utility connection and service policies, regulations and applicable law in effect at the time of connection. Once connected to the City’s water and sanitary sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such services.

2. New homes and other structures will be required to connect to the City's water and sewer system at the owner's expense and in accordance with the City's policies, regulations and applicable law in effect at the time of connection.
 - viii. Solid Waste Services – The City, or its contractor, will provide solid waste collection services in accordance with the City's ordinances, agreements, and policies, except where prohibited by law.
 - ix. Code Compliance – The City's Code Compliance Division will provide education, enforcement, and abatement relating to code violations within the Property.
 - b. It is acknowledged and agreed by the parties that the City is not required to provide a service that is not included in this Agreement.
 - c. Owner acknowledges that the City departments and divisions listed herein may change names or be re-organized by the City Manager. Any reference to a specific department or division also includes any subsequent City department or division that will provide the same or similar services.
- 4. AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges and agrees that approval of the annexation is within the sole jurisdiction of the Brenham City Council. Nothing in this Agreement guarantees favorable decisions by the Brenham City Council.
- 5. SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- 6. INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them had the opportunity to be represented by legal counsel in the negotiation and drafting of this Agreement.
- 7. GOVERNING LAW AND VENUE.** Exclusive venue shall be in the state courts located in Washington County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of the laws of the State of Texas, including but not limited to Texas Local Government Code Chapter 43.
- 8. NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 9. GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

14. EFFECTIVE DATE. This Agreement shall only be effective and binding on the parties upon the effective date of the ordinance annexing the Property adopted by the Brenham City Council.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF BRENHAM

RIVER EAGLE REAL ESTATE, LTD.

By: Milton Y. Tate, Jr. By: Mike Hopkins, Jr.
Milton Y. Tate, Jr. Mike Hopkins, Jr.
Mayor President

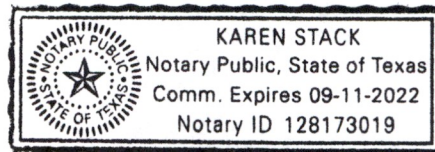
ATTEST:

Jeanne Bellinger
Jeanne Bellinger, TRMC, CMC
City Secretary

STATE OF TEXAS §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the 11th day of January, ²⁰²¹~~2020~~ ¹⁶⁵~~111/21~~
by Milton Y. Tate, Jr., Mayor of the City of Brenham, a Texas home-rule municipal corporation,
on behalf of said municipal corporation.

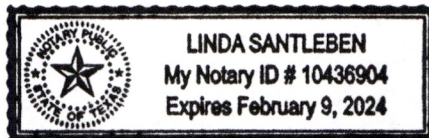
By: Karen Stack
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the 4 day of January, 2020
by Mike Hopkins, Jr., President, on behalf of River Eagle Real Estate, Ltd.

By: Linda Santleben
Notary Public, State of Texas



After Recording Return to:
City Secretary
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

Exhibit "A"

5.1545 ACRES. All that tract or parcel of land situated in Washington County, Texas out of the Phillip Coe Survey A-31 and being a portion of the tract of land called 9.04 acres in a deed from Henry Muery, et ux to Calvin Borman dated September 6, 1948 as recorded in Volume 159, Page 115 of the Washington County Deed Records, more particularly described as follows:

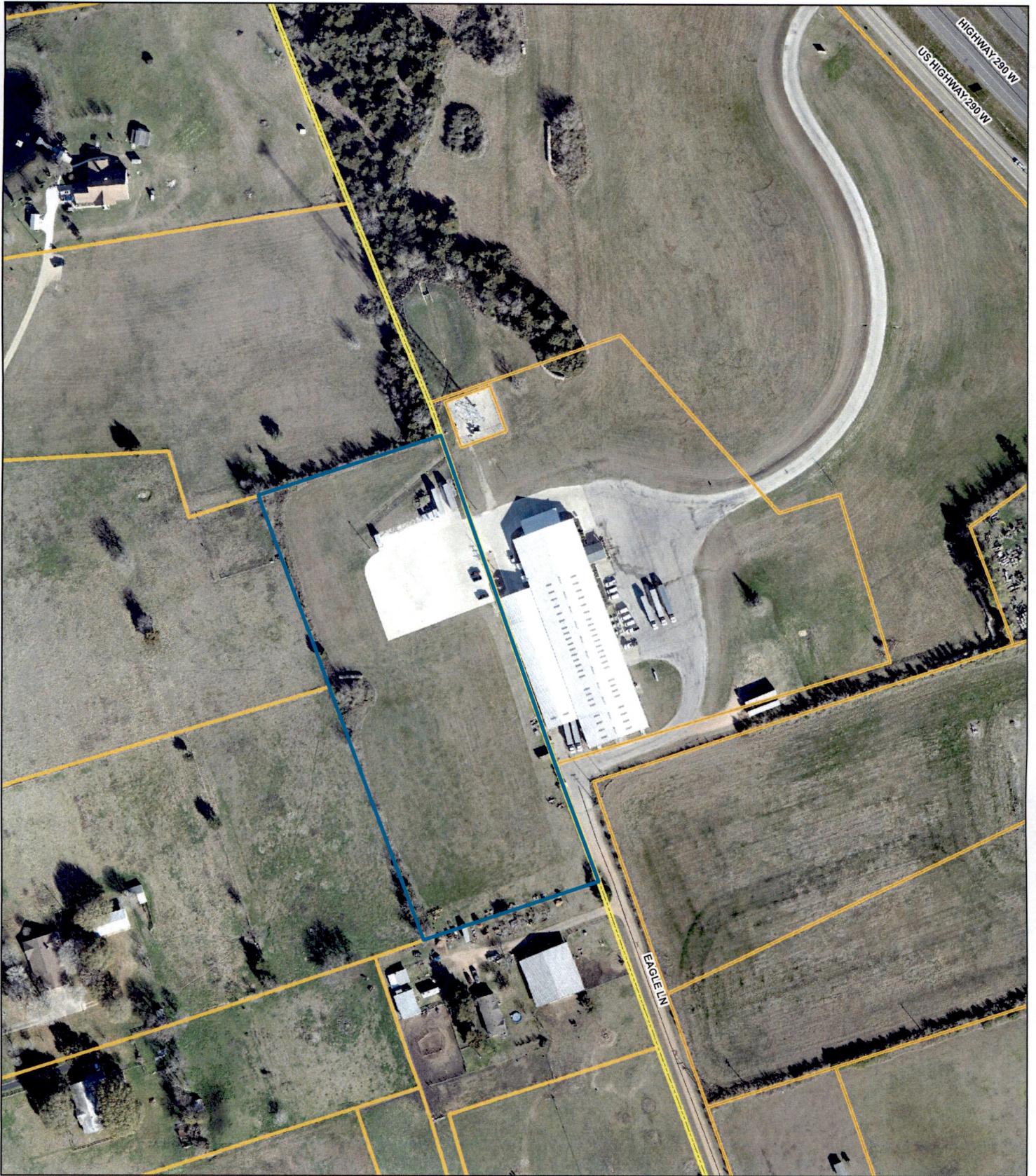
BEGINNING at the old iron pin in the fence line marking the Southeast corner of the original 9.04 acre tract, said point also being the Northeast corner of the Florence Draehn tract, and being in the West line of a 40 ft. wide lane owned by Dix R. Turnbow;

THENCE with the south line of the original tract, same being the North line of the Draehn tract S 74° 32' 51" W, 300.00 ft. to a set iron pin in the fence line for Southwest corner;

THENCE N 18° 8' 33" W, 749.15 ft. to a set iron pin for Northwest corner;

THENCE N 74° 32' 51" E, 300 ft. to a set iron pin in the West line of the Dix R. Turnbow tract;

THENCE with the West line of said tract same being the East line of the original 9.04 acre tract S 18° 09' 22" E, 335.83 ft. to a fence line angle and S 18° 07' 52" E, 413.32 ft. to the PLACE OF BEGINNING and containing 5.1545 acres of land.



1 inch = 200 feet



R12256

-  City Limits
-  County Parcels
-  City Roads



ORDINANCE NO. O-21-002

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, TO ASSIGN A ZONING CLASSIFICATION OF INDUSTRIAL (I) DISTRICT TO APPROXIMATELY 5.145 ACRES OF LAND GENERALLY LOCATED WEST AND ADJACENT TO 1751 US HWY 290 WEST, BEING FURTHER DESCRIBED AS A PORTION OF LOT 1, BLOCK 1 OF THE RIVER EAGLE SUBDIVISION, WASHINGTON COUNTY, TEXAS, AND FORMERLY IDENTIFIED AS TRACT 12 OF THE PHILLIP COE SURVEY, A-31, IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, the owner of the 5.145 acres of land generally located west and adjacent to 1751 US Highway 290 West, being further described as a portion of Lot 1, Block 1 of the River Eagle Subdivision, Washington County, Texas, and formerly identified as Tract 12 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (the "Property"), has requested that the Property be annexed into the City of Brenham and assigned zoning; and

WHEREAS, the owner has presented an application to the City for an Industrial (I) District zoning classification to allow for the subdivision platting of the contiguous property known as the Mike Hopkins Distribution Facility development; and

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of the public hearing and at least ten (10) days written notice of that hearing to the owners of the land within two hundred feet (200') of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the proposal to assign zoning to the Property as Industrial (I) District; and

WHEREAS, the Planning & Zoning Commission recommended on December 21, 2020 that City Council grant such request to assign zoning to the Property as Industrial (I) District upon annexation into the City of Brenham city limits; and

WHEREAS, the City Council deems it appropriate to grant such proposed zoning district classification of the Property as Industrial (I) District;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT APPENDIX A – "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham are hereby amended by assigning the zoning district classification of Industrial (I) District on approximately 5.145 acres of land generally located west and adjacent to 1751 US Highway 290 West, being further described as a portion of Lot 1, Block 1 of the River Eagle Subdivision, Washington County, Texas, and formerly identified as Tract 12 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas, said area of land being further described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein for all purposes.

SECTION 2. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 7th day of January 2021.

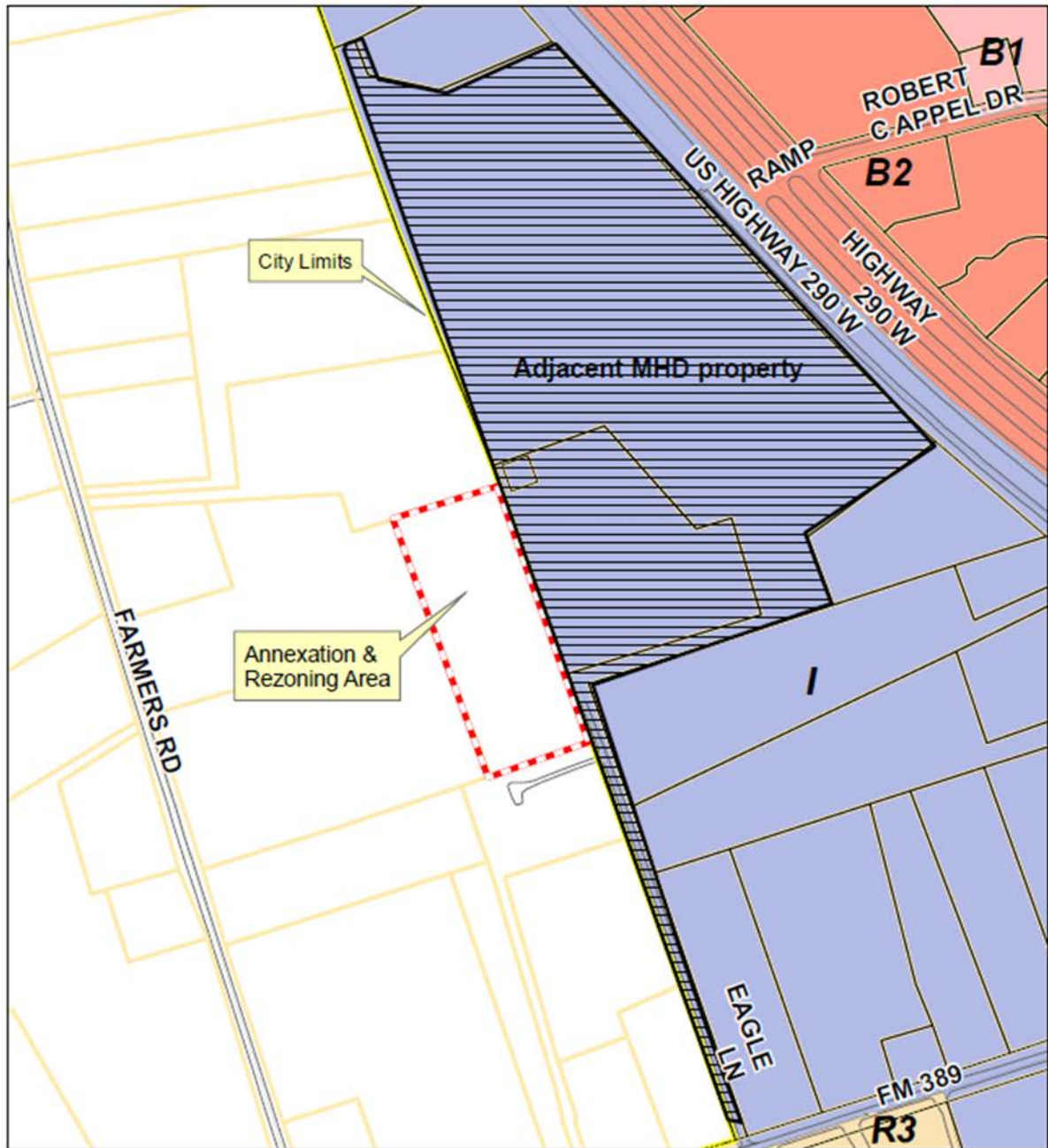
PASSED and APPROVED on its first reading this the 21st day of January 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT A



Mike Hopkins Distribution (MHD) 1751 US HWY 290 Annexation Rezoning - I, Industrial District

1 inch = 364 feet

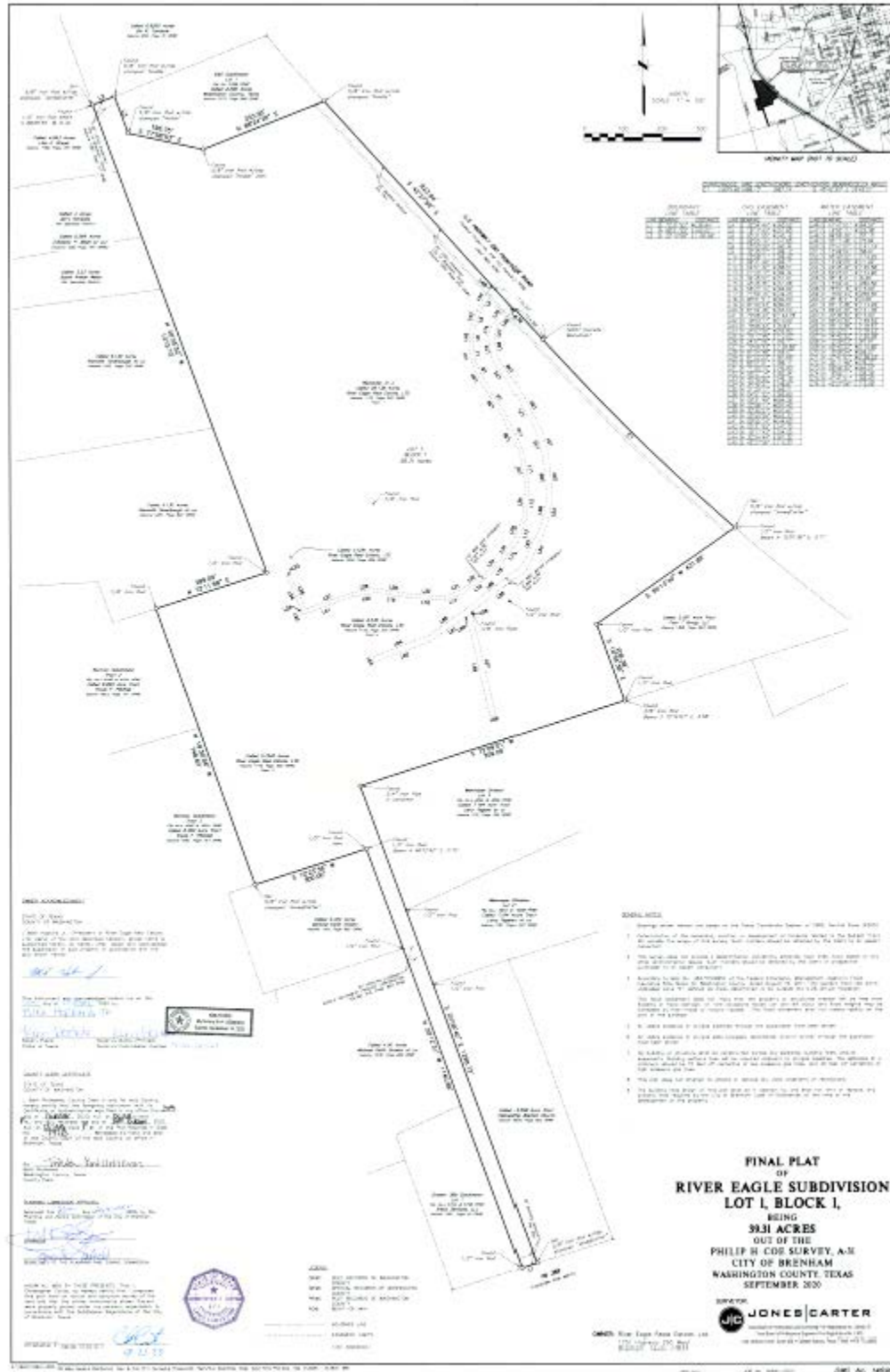
Zoning

DESCRIPTION

- B1 Local Business Mixed
- B2 Commercial Research and Technology
- I Industrial
- R3 Manufactured Home Residential



EXHIBIT B



ORDINANCE NO. O-21-003

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 24, TAXATION, ARTICLE II, HOTEL OCCUPANCY TAX, OF THE CODE OF ORDINANCES, CITY OF BRENHAM, TEXAS TO TEMPORARILY MODIFY THE HOTEL OCCUPANCY TAX REPORTING AND PAYMENT SCHEDULE; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS

WHEREAS, the City of Brenham ("City") is a Texas home-rule municipality; and

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

WHEREAS, as a home-rule municipality, Texas Local Government Code, Section 51.072 confirms that the City has the full power of local self-government; and

WHEREAS, Chapter 351 of the Texas Tax Code allows for the imposition and collection of hotel occupancy taxes by municipalities; and

WHEREAS, the negative economic impacts of the COVID-19 (Coronavirus) Pandemic has significantly affected local hoteliers situated in the City of Brenham and its extraterritorial jurisdiction; and

WHEREAS, the City Council desires to amend Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham by temporarily modifying and extending the deadlines for filing required monthly tax reports and monthly payment of local hotel occupancy taxes in order to mitigate some of the negative economic impacts of the COVID-19 (Coronavirus) Pandemic on local hoteliers;

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

SECTION 1.

Chapter 24, Taxation, Sec. 24-24, Reports, of the Code of Ordinances of the City of Brenham, Texas, is hereby temporarily modified to extend the deadlines for the filing of required monthly tax reports and monthly payment of local hotel occupancy taxes according to the following schedule:

<u>Collection Month</u>	<u>Regular Due Date</u>	<u>Extended Due Date</u>
December, 2020	February 1, 2021	April 30, 2021
January, 2021	March 1, 2021	May 28, 2021
February, 2021	March 31, 2021	June 30, 2021
March, 2021	April 30, 2021	July 30, 2021

The modified and extended filing and payment deadlines shall only apply to the collection months of December 2020, January 2021, February 2021 and March 2021. The regular reporting and payment deadlines shall apply to the April 2021 collection month, and all collection months occurring thereafter.

SECTION 2. **SAVINGS CLAUSE**

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 3. **SEVERABILITY**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 4. **REPEALER**

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

SECTION 5. **EFFECTIVE AND EXPIRATION DATE**

This Ordinance shall become effective upon adoption and publication as required by law. This Ordinance shall automatically expire on August 1, 2021.

SECTION 6.
PROPER NOTICE AND MEETINGS

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

PASSED and APPROVED on its first reading this the 7th day of January 2021.

PASSED and APPROVED on its second reading this the 21st day of January 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 4-E.

Agenda Item: Approve the Submission of a Grant Application to The Department of Homeland Security for Fiscal Year 2020 Assistance to Firefighters Grant Program for Operations and Safety - Personal Protective Equipment and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 21, 2021

Department: Fire Department

Staff Contact: Ricky Boeker

Classification: Consent

SUMMARY STATEMENT:

See attached memo from Fire Chief Ricky Boeker.

ATTACHMENTS:

(1) Memo - Assistance to Firefighters Grant Program

RELEVANCE TO COMPREHENSIVE PLAN:

Continue adequate funding support to maintain high-quality public safety services, including staff levels, facilities, and equipment at an adequate level to maintain public safety.

RECOMMENDED ACTION:

Approve the submission of a grant application to The Department of Homeland Security for Fiscal Year 2020 Assistance to Firefighters Grant Program for Operations and Safety - Personal Protective Equipment and authorize the Mayor to execute any necessary documentation.



To: Mayor and Council

From: Ricky Boeker, Fire Chief
Crystal Locke, Community Services Specialist

Subject: Fiscal Year 2020 Assistance to Firefighters Grant Program

Date: January 15, 2021

The Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The AFG Program accomplishes this by providing financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment.

Key Dates and Times:

- Application Start Date: January 4, 2021, at 7:00 a.m.
- Application Submission Deadline: February 12, 2021, at 4:00 p.m.
- Projected Period of Performance Start Date: May 1, 2021

Cost-sharing is generally required as described below and pursuant to 15 U.S.C. § 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to and not less than 15 percent of the grant awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5 percent of the grant awarded

Brenham Fire's first due response zone/jurisdiction served is approximately 18,992 residents. The 5 percent match will come from Fund 235.

Staff recommends the City apply for funding through the AFG Program to replace Personal Protective Equipment (PPE) such as, but not limited to Self-Contained Breathing Apparatuses (SBCAs).



Regular City Council
AGENDA ITEM 4-F.

Agenda Item: Approve the Submission of a Grant Application to the Lower Colorado River Authority (LCRA) Through Their Community Development Partnership Program (CDPP) for the Rehabilitation and Renovation of the Antique Carousel in Fireman's Park and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 21, 2021

Department: Parks and Recreation

Staff Contact: Dane Rau, Director of Public Works

Classification: Consent

SUMMARY STATEMENT:

The Lower Colorado River Authority (LCRA) offers a competitive Community Development Partnership Program (CDPP) Grant to communities in their service area. The CDPP grant is awarded twice a year for capital projects for volunteer fire departments, emergency responders, cities and counties, schools, libraries, civic groups, museums, and other nonprofit organizations. The project must benefit or be available to an entire community and must improve the value of a capital asset by building, renovating, or purchasing equipment. Applicants requesting more than \$5,000 in grant funding must supply matching funds of at least 20 percent of total project costs.

Staff is recommending the City apply for grant funding for Phase II restorations to the carousel horses at the Flying Horses Antique Carousel located at Fireman's Park. Each horse will be repaired, sanded, repainted, and seal coat installed. Phase I, which consisted of 10 horses, was completed in 2019.

The estimated total project cost is \$30,000 and the 20 percent match will come from the Parks Capital Improvements Fund.

Staff respectfully asks that Council approve the submission of a grant application to the LCRA through the Community Development Partnership Program for the rehabilitation and restoration of the carousel horses.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve the submission of a grant application to the Lower Colorado River Authority (LCRA) through the Community Development Partnership Program (CDPP) for the rehabilitation and renovation of the Antique Carousel in Fireman's Park and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 5.

Agenda Item: Discuss and Possibly Act Upon an Order Calling a General Election on May 1, 2021 for the Purpose of Electing One Councilmember for Place 1 - Ward 1; One Councilmember for Place 3 - Ward 3; One Councilmember for Place 5 - At Large; and One Councilmember for Place 6 - At Large, Each for Four (4) Year Terms

Hablar de y posiblemente actuar sobre una orden pidiendo una Elección General el 1 de mayo, 2021 Con el Propósito de Elegir Un Concejal para Lugar 1 – Distrito Electoral 1; Un Concejal para Lugar 3 – Distrito Electoral 3; Un Concejal para Lugar 5 – Distrito Abierto; y Un Concejal Lugar 6 – Distrito Abierto, Cada Puesto para Términos de Cuatro (4) Años

Meeting Type: Regular Meeting-January 21, 2021

Department: Administration

Staff Contact: Jeana Bellinger

Classification: Regular

SUMMARY STATEMENT:

In accordance with the Texas Election Law and the City's election schedule, the City must hold a General Election on Saturday, May 1, 2021 to elect one Council Member for Place 1 – Ward 1, one Councilmember for Place 3 – Ward 3, one Councilmember for Place 5 – At Large, and one Councilmember for Place 6 – At Large. Each position will be for a four (4) year term. The period in which candidates can file for a place on the ballot is Wednesday, January 13th thru Friday, February 12th. Candidate packets can be picked up at City Hall in the City Secretary's Office during normal business hours.

De acuerdo con la Ley Electoral de Texas y el horario Electoral de la municipalidad, la Ciudad debe efectuar una Elección General el Sabado, 1 de Mayo, 2021 para elegir Un Concejal para Lugar 1-Distrito Electoral 1; Un Concejal para Lugar 3-Distrito Electoral 3; Un (1) Concejal para Lugar 5- Distrito Abierto; Un (1) Concejal para Lugar 6-Distrito Abierto, cada puesto para términos de Cuatro (4) Años. El periodo de tiempo que los candidatos pueden solicitar un lugar en la boleta electoral es entre el miércoles, 13 de Enero hasta el viernes, 12 de Febrero. Los paquetes del candidato para solicitar un lugar en la boleta electoral se pueden recoger en el Ayuntamiento en la Oficina de la Secretaria de la Ciudad durante el horario laboral normal.

ATTACHMENTS:

-
- (1) 2021 General Election Order - English
(2) 2021 General Election Order - Spanish

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Order authorizing the calling of a general election on May 1, 2021 for the purpose of electing one Council Member for Place 1 – Ward 1; one Council Member for Place 3 – Ward 3; one Council Member for Place 5 – At Large; and one Council Member for Place 6 – At Large, each for four (4) year terms

Aprobar una orden pidiendo una Elección General el 1 de Mayo, 2021 con el propósito de elegir un Concejal para Lugar 1 – Distrito Electoral 1; Un Concejal para Lugar 3 – Distrito Electoral 3; Un Concejal para Lugar 5 – Distrito Abierto; y Un Concejal Lugar 6 – Distrito Abierto, cada puesto para términos de cuatro (4) años

ORDER

AN ORDER PROVIDING FOR A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 1, 2021, FOR THE PURPOSE OF ELECTING ONE COUNCILMEMBER FOR PLACE 1 – WARD 1; ONE COUNCILMEMBER FOR PLACE 3 – WARD 3; ONE COUNCILMEMBER FOR PLACE 5 – AT LARGE; AND ONE COUNCIL MEMBER FOR PLACE 6 – AT LARGE, EACH FOR FOUR-YEAR TERMS, FOR THE CITY OF BRENHAM, TEXAS

A general election is hereby ordered to be held on **MAY 1, 2021**, the same being the first Saturday in May, for the purpose of:

ELECTING ONE COUNCILMEMBER FOR PLACE 1 – WARD 1; ONE COUNCILMEMBER FOR PLACE 3 – WARD 3; ONE COUNCILMEMBER FOR PLACE 5 – AT LARGE; AND ONE COUNCIL MEMBER FOR PLACE 6 – AT LARGE, EACH FOR FOUR-YEAR TERMS

Early voting by personal appearance will be conducted every weekday at the **Washington County Annex Building, 100 S. Park Street, Brenham, Texas**, as follows:

**Monday, April 19, 2021 through Tuesday, April 27, 2021
from 8:00 a.m. to 5:00 p.m., provided, however, that Early Voting shall
be conducted for twelve (12) hours on the following weekdays:**

**Monday, April 26, 2021 and Tuesday, April 27, 2021
from 8:00 a.m. to 8:00 p.m.**

The first day for a candidate to file an application for a place on the general election ballot is Wednesday, January 13, 2021.

The last day for a candidate to file an application for a place on the general election ballot is 5:00 p.m., Friday, February 12, 2021.

All applications for ballots by mail should be mailed to:

**Jeana Bellinger, TRMC
Early Voting Clerk & City Secretary
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059**

Applications for ballot by mail must be received no later than the close of business at 5:00 p.m., Tuesday, **April 20, 2021**.

Said elections shall be held at the following designated voting places in the City of Brenham, Texas, for voters of the particular Wards:

Ward 1: Nancy Carol Roberts Memorial Library
100 W. Martin Luther King, Jr. Pkwy.
Brenham, Texas

Ward 2: City of Brenham City Hall
200 W. Vulcan Street
Brenham, Texas

Ward 3: Brenham Junior High Band Hall
1200 Carlee Drive
Brenham, Texas

Ward 4: Blinn Jr. College Student Center
1007 Walter Schwartz Way
Brenham, Texas

The City shall provide at least one AutoMARK v. 1.0. Voting System in each polling place in every polling location used to conduct these elections.

PASSED AND APPROVED by the City Council of the City of Brenham on this the _____ day of _____, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDEN

UNA ORDEN PROVEYENDO PARA UNA ELECCIÓN GENERAL QUE SE LLEVARÁ A CABO EL SÁBADO 1 DE MAYO, 2021, CON EL PROPÓSITO DE ELEGIR A UN CONCEJAL PARA LUGAR 1 – DISTRITO ELECTORAL 1; UN CONCEJAL PARA LUGAR 3 – DISTRITO ELECTORAL 3; UN CONCEJAL PARA LUGAR 5 – DISTRITO ABIERTO; Y UN CONCEJAL PARA LUGAR 6 – DISTRITO ABIERTO, CADA PUESTO PARA TÉRMINOS DE CUATRO AÑOS, PARA LA CIUDAD DE BRENHAM, TEXAS

Por este medio se ordenó llevar a cabo una elección general el **1 de MAYO, 2021**, el mismo siendo el primer sábado de mayo, con el propósito de:

ELEGIR A UN CONCEJAL PARA LUGAR 1, DISTRITO ELECTORAL 1, UN CONCEJAL PARA LUGAR 3, DISTRITO ELECTORAL 3; UN CONCEJAL PARA LUGAR 5- DISTRITO ABIERTO; Y UN CONCEJAL PARA LUGAR 6 – DISTRITO ABIERTO, CADA PUESTO PARA TÉRMINOS DE CUATRO AÑOS

Votación anticipado por comparecencia personal se llevará a cabo cada día de la semana en el **Washington County Annex Building, 100 S. Park Street, Brenham, Texas**, de la siguiente manera:

**el lunes, 19 de abril, 2021 hasta el martes, 27 de abril, 2021
desde las 8:00 de la mañana a 5:00 de la tarde; siempre y cuando, sin embargo, que la
votación anticipada se llevará a cabo durante doce (12) horas en los siguientes días
laborables:**

**el lunes, 26 de abril, 2021 y el martes, 27 de abril, 2021
desde las 8:00 de la mañana a las 8:00 de la noche**

El primer día que un candidato puede presentar una solicitud para un lugar en la boleta electoral de la elección general es el miércoles, 13 de enero, 2021.

El último día que un candidato puede presentar una solicitud para un lugar en la boleta electoral de la elección general es el viernes, 12 de febrero, 2021, a las 5:00 de la tarde.

Todas las solicitudes de papeletas por correo se deben enviar por correo a:

**Jeana Bellinger, TRMC
Early Voting Clerk & City Secretary
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059**

Las solicitudes de papeletas por correo deben ser recibidas no más tarde de la hora de cierre de negocio a las 5:00 de la tarde, el martes, **20 de abril, 2021**.

Las elecciones se celebrarán en los siguientes designados centros de votación en la Ciudad de Brenham, Texas, para los votantes de los Distritos Electorales:

Distrito Electoral 1: Nancy Carol Roberts Memorial Library
100 W. Martin Luther King, Jr. Pkwy.
Brenham, Texas

Distrito Electoral 2: City of Brenham City Hall
200 W. Vulcan Street
Brenham, Texas

Distrito Electoral 3: Brenham Junior High Band Hall
1200 Carlee Drive
Brenham, Texas

Distrito Electoral 4: Blinn Junior College Student Center
1007 Walter Schwartz Way
Brenham, Texas

La ciudad proporcionará al menos un AutoMARK v. 1.0 Sistema de Votación en cada sitio de votación en los locales de votación utilizados para llevar a cabo estas elecciones.

PASADO Y APROBADO por el Consejo Municipal de la Ciudad de Brenham este _____ día de _____, 2021.

Milton Y. Tate, Jr.
Alcalde

ATESTIGUAR:

Jeana Bellinger, TRMC, CMC
Secretaria de la ciudad



Regular City Council
AGENDA ITEM 6.

Agenda Item: Discuss and Possibly Act Upon an Election Services Contract Between the City of Brenham and Washington County Related to Election Responsibilities for the May 1, 2021 General Election and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 21, 2021

Department: Administration

Staff Contact: Jeana Bellinger

Classification: Regular

SUMMARY STATEMENT:

The City will be contracting with Washington County to provide various election services and election equipment for the May 1, 2021 General Election. This Election Services Agreement defines what each entity will be responsible for during the Election. There were only a few minor changes to the Agreement this year which included:

- Naming Carol Jackson, Washington County Chief Deputy Elections Clerk as a Deputy Early Voting Clerk. This change was done to assist in the processing and review of applications for mail ballots.
- The rental rate for the election equipment increased \$25.00, per machine, for both Early Voting and Election Day. This change will increase total election equipment by \$800.00.
- The Police Department will no longer be needed to deliver equipment to the polling places on Election Day.
- Added some additional duties and services for the County in regards to signage, supplies, and personal protective equipment due to COVID.

This agreement, and all revisions, have been reviewed and approved by the County and the City Attorney.

ATTACHMENTS:

(1) 2021 Election Services Contract

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Election Services Contract between the City of Brenham and Washington County related to election responsibilities for the May 1, 2021 General Election and authorize the Mayor to execute any necessary documentation.

**ELECTION SERVICES CONTRACT BETWEEN THE CITY OF
BRENHAM, TEXAS AND WASHINGTON COUNTY, TEXAS
FOR THE MAY 1, 2021 GENERAL ELECTION**

THE STATE OF TEXAS

COUNTY OF WASHINGTON

This Election Services Contract is made the ____ day of _____, 20____, and is entered into by and between the **City of Brenham**, herein called "City" and **Washington County, Texas**, herein called "County", with both parties agreeing to share proportional benefit from and responsibility for this Contract, if an election is held, and is based upon the following terms and conditions, to wit:

PURPOSE OF AGREEMENT AND AUTHORITY:

The County and the City have determined that it is in the public interest and the best use of available resources that this Election Services Contract be made and entered into wherein:

Section 1: As authorized by Section 123.032 of the Texas Election Code, the County shall:

- Lease one (1) Automated Electronic Voting System to the City to be used for Early Voting;
- Lease one (1) Automated Electronic Voting System to the City for each polling place on Election Day; and

Section 2: The County shall secure and reserve the Washington County Annex Building located at 100 S. Park Street, and allow the City to conduct early voting by personal appearance at said location as follows:

Early voting by personal appearance each weekday from 8:00 a.m. to 5:00 p.m., which shall begin on Monday, April 19, 2021 and shall end on Tuesday, April 27, 2021 except, as required by §85.005 of the Texas Election Code, early voting by personal appearance shall be conducted from 8:00 a.m. to 8:00 p.m. on Monday, April 26, 2021 and Tuesday, April 27, 2021.

Section 3: The City shall secure and use the following polling places on Election Day:

Ward 1:	Nancy Carol Roberts Memorial Library 100 W. Martin Luther King, Jr. Pkwy. Brenham, Texas
Ward 2:	City of Brenham City Hall 200 W. Vulcan Street Brenham, Texas
Ward 3:	Brenham Junior High Band Hall 1200 Carlee Drive Brenham, Texas
Ward 4:	Blinn Junior College Student Center 1007 Walter Schwartz Way Brenham, Texas

Section 4: The City Secretary will name Carol Jackson, Washington County Chief Deputy Elections Clerk, as a Deputy Early Voting Clerk. The City shall reimburse the County for any overtime compensation paid to Ms. Jackson by the County for City election preparation, Early Voting hours before 8 a.m. and after 5 p.m. and on the May 1, 2021 Election Day. County will provide documentation of overtime hours worked by Ms. Jackson on City election matters.

Section 5: Election Judges will deliver ballot boxes to Washington County Courthouse on Election night for counting. The Washington County Clerk's Office, along with the City Secretary, will arrange for and train Early Voting Clerks, Early Voting Ballot Board and Election Judges and Clerks.

TERM

The rental period for the Automated Electronic Voting System equipment shall commence on April 19, 2021 and include any and all legally required days for Early Voting and shall terminate upon the completion of the May 1, 2021 Election. The City shall return the equipment to the County immediately following the completion of all election-related procedures and duties requiring the use of the voting system equipment on Election Day.

RENTAL

The City shall pay the County the following rates for use of the Automated Electronic Voting System equipment: \$150.00 per machine for the first day of Early Voting; \$75.00 per machine for each additional day of Early Voting; and \$150.00 per machine on Election Day. In the event Brenham Independent School District or Blinn College have an election on the same day, the rental cost for the Automated Electronic Voting System equipment shall be shared equally by all entities having an election on the same day.

USE

The City shall use the Automated Electronic Voting System equipment and supplies in a careful and proper manner. The City shall return the same to the County Clerk of Washington County, Texas immediately after the election for which it is rented.

The City shall comply with the County Clerk's instructions, as well as the manufacturer's manual, as to the use and operation of said equipment and any laws, ordinances, and regulations relating to the possession, use and maintenance of the equipment and limit its use only for the purposes of holding the election described herein.

DUTIES AND SERVICES:

The County shall order/provide:

- Order the programming for the Automated Electronic Voting System equipment;
- Order an appropriate number of Optical Scan ballots (as determined by the City Secretary and County Clerk);
- Order any required testing materials from ES&S (Election Systems & Software);
- Order programming for E-pollbooks;
- Order election forms used during Early Voting, on Election Day, and at the Central Counting Station;
- Provide luggage for transporting supplies and ballots;
- Provide "Vote Here", "Reserved for Voter" parking signs and all handicapped signage, as needed;
- Provide voting booths;
- Provide notice boards for postings; and
- Provide various other supplies, including Personal Protective Equipment, as needed by election workers.

The County shall be responsible for submitting the ballot order and arranging for programming the ballot(s) into the Automated Electronic Voting System equipment with E S & S (Election Systems & Software). The City shall pay directly to ES&S (Election Systems & Software), all costs of ballots and said programming. The City shall pay directly to the vendor all costs incurred in relation to the election which may include, but not be limited to, programming, ballots, election supplies, and testing materials.

The City acknowledges that the Automated Electronic Voting System equipment requires special programming and shall make no alterations in the leased election equipment without obtaining prior written permission from the County Clerk of Washington County. The City, at its own cost and expense, shall keep the equipment in good repair, condition, and working order and shall see that the equipment is not subject to careless or rough usage or exposure to harsh weather. The County shall provide all election judges and clerks for the City election (as determined by the City Secretary and County Clerk) and will conduct a training session for election poll workers on election procedures and the proper handling and use of the Automated Electronic Voting System equipment.

The Washington County Chief Deputy Elections Clerk shall receive and process all applications for mail ballots in accordance with applicable election laws. The Washington County Chief Deputy Elections Clerk shall keep the City Secretary updated weekly on the number of applications received and processed.

Further, the County will arrange for and publish in the local newspaper timely notice of the public test of all electronic equipment. The City shall pay directly to the Brenham Banner Press all costs incurred to publish said notice in the newspaper.

At the conclusion of said election, the County shall submit an itemized invoice to the City for payment of the City's share of election costs. In accordance with Section 31.100(d) of the Election Code, the County shall also include in the itemized invoice an administrative fee of not more than ten percent (10%) of the total cost of the City's elections, payable to the County pursuant to this Contract.

INSPECTION:

The County Clerk shall at all times during the election have the right to enter into the premises where the election is being held for the purposes of inspecting the voting system equipment and observing its use.

LOSS/DAMAGE:

The City assumes all risk of loss of and damage to the County-owned election equipment caused by the City. In the event of loss or damage to the County-owned election equipment caused by the City, the City at the option of the County shall:

- Repair the election equipment, at its cost and expense, subject however to warranty coverage provided by manufacturer; or
- Replace the property with like property in good repair which property shall then become subject to this Contract.

INDEMNITY:

To the extent allowed by law, the City shall indemnify the County against and hold the County harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the City's use of the County-owned equipment that is the subject of this Contract, including without limitation the selection, delivery, possession, use, operation, or return of the equipment.

DEFAULT:

Noncompliance with any part of this Contract, after ten (10) days written notice of the default to the non-defaulting party, may result in termination of this Contract. Upon occurrence of a default, the County may, after ten (10) days written notice to the City and opportunity to cure the default, take possession of the County-owned equipment if the default is not cured within said ten (10) day period.

POST ELECTION:

The City shall take possession of all voted ballots, unused ballots and supplies used in the election immediately after the counting of qualified provisional and military voted ballots. In the event of a recount, the voted ballots will remain in possession with the County until the recount is completed.

GENERAL CONDITIONS:

Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or any other election records, or any other non-transferable functions specified by §31.096, Texas Election Code, as amended.

The County Clerk shall file copies of this Contract with the County Treasurer and the County Auditor of Washington County, Texas.

Nothing contained in this Contract shall be construed to interfere with an election to be conducted in Washington County, Texas.

This Contract cannot be assigned nor may the election equipment be subleased without the written consent of each party. Ownership of the election equipment that is the subject of this Contract is and shall at all times remain the sole property of the County, and the City shall not have a right, title, or interest in said equipment.

This Contract is binding on each party only if the City holds a General Election on May 1, 2021. Should the City cancel the May 1, 2021 General Election, then this Contract will cease to be enforceable and binding on either party. This contract shall be applicable to: (1) the City's May 1, 2021 General Election; and (2) any runoff election related to the City's May 1, 2021 General Election that is required to be held in the event a candidate does not receive a majority of all votes cast in the General Election. The terms "Early Voting" and "Election Day" will be interpreted to mean the early voting period and day of the election for the May 1, 2021 General Election, as well as any runoff election related thereto. The City Secretary, in consultation with the County Clerk, shall determine the dates for the early voting period and the day of the election for any runoff election.

APPLICABLE LAW:

This Contract shall be governed by and construed under the laws of the State of Texas.

Dated this _____ day of _____, 20____.

CITY OF BRENHAM

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC, City Secretary

Dated this _____ day of _____, 20____.

WASHINGTON COUNTY, TEXAS

Honorable John L. Durrenberger, County Judge

ATTEST:

Beth Rothermel, County Clerk



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham, Brenham Independent School District (BISD) and Blinn College for the May 1, 2021 General Election and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 21, 2021

Department: Administration

Staff Contact: Jeana Bellinger

Classification: Regular

SUMMARY STATEMENT:

As in previous years, the City, BISD and Blinn all contract with Washington County for election services and equipment. This Interlocal Agreement addresses various issues related to the election and outlines what each entity will be responsible for during the May 1, 2021 General Election.

This Agreement is consistent with the terms outlined in the City's Election Services Agreement with Washington County that is also being considered on this agenda. Please note that both BISD and Blinn have their own individual ILAs with the County.

ATTACHMENTS:

(1) 2021 Election ILA - Blinn and BISD

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Interlocal Agreement between the City of Brenham, Brenham Independent School District (BISD) and Blinn College for the May 1, 2021 General Election and authorize the Mayor to execute any necessary documentation.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BRENHAM, BRENHAM INDEPENDENT SCHOOL DISTRICT, AND BLINN COLLEGE FOR THE MAY 1, 2021 ELECTIONS

THIS AGREEMENT made this _____ day of _____, 20____, by and between the City of Brenham, hereinafter referred to as “City,” the Brenham Independent School District, hereinafter referred to as “BISD,” and Blinn College, hereinafter referred to as “Blinn,” is for the conduct of early voting by personal appearance to be held at a common location, the conduct of election day, and all other election related functions for the May 1, 2021 elections for the City of Brenham, Texas General Election, the Brenham Independent School District Board of Trustees Election, and the Blinn College Board of Trustees Election.

THIS AGREEMENT is effective upon the approval by the governing bodies of all parties and the execution of this Agreement by all parties.

IN CONSIDERATION of the premises and mutual promises and obligations herein set forth, it is agreed:

1. With regard to conducting the City’s election, the City Secretary, or designee, will be responsible for the preparation, translation, adoption and publication of all required election orders, resolutions, notices, ballots and any other pertinent documents as required by applicable law, including without limitation the City of Brenham Charter and the Texas Election Code.
2. With regard to conducting BISD’s election, the BISD Superintendent, or designee, will be responsible for the preparation, translation, adoption and publication of all required election orders, resolutions, notices, ballots and any other pertinent documents as required by applicable law, including without limitation the Texas Education Code and the Texas Election Code.
3. With regard to conducting Blinn’s election, the Chancellor, or designee, will be responsible for the preparation, translation, adoption and publication of all required election orders, resolutions, notices, ballots and any other pertinent documents as required by applicable law, including without limitation the Texas Education Code and the Texas Election Code.
4. Early voting by personal appearance for the City, BISD and Blinn shall be held at a common location in the Washington County Annex Building located at 100 S. Park Street, Brenham, Washington County, Texas.

5. Early voting by personal appearance shall begin on Monday, April 19, 2021 and shall end on Tuesday, April 27, 2021, from 8:00 a.m. to 5:00 p.m. each weekday, provided however, that early voting by personal appearance be conducted from 8:00 a.m. to 8:00 p.m. on Monday, April 26, 2021 and Tuesday, April 27, 2021, as required by Section §85.005 of the Texas Election Code.
6. It shall be the responsibility of each party to provide its own deputy early voting clerk to conduct or assist with Early Voting as required for their respective election and as provided in each party's Election Services Contract with Washington County.
7. All applications for mail ballots shall be delivered to the Washington County Chief Deputy Elections Clerk at 100 E. Main St., Suite 105, Brenham, TX 77833 for processing in accordance with applicable election laws.
8. All ballots and ballot related supplies for early voting and Election Day will be provided by Washington County, as provided in each party's Election Services Contract with Washington County.
9. All election equipment will be provided for each party by Washington County, as outlined in each party's respective Election Services Contract with Washington County. Washington County will also arrange for and publish in the local newspaper timely notice of the public test of all electronic voting equipment.
10. Each party shall be responsible for its own expenses related to any electronic voting equipment leased from Washington County.
11. All election judges and clerks will be provided for each party by Washington County, as outlined in each party's respective Election Services Contract with Washington County. Washington County will also provide the necessary training for all election personnel.
12. This Agreement is binding on a party hereto only if the party holds an election on May 1, 2021. Should a party cancel its election, then this Agreement will automatically terminate with respect to the cancelling party and cease to be enforceable against or binding on said cancelling party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the _____ day of _____, 20____.

CITY OF BRENHAM, TEXAS

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

BRENHAM INDEPENDENT SCHOOL DISTRICT

Dr. Tylor Chaplin, Superintendent

ATTEST:

Printed Name: _____
Title: _____

BLINN COLLEGE

Dr. Mary Hensley, Chancellor

ATTEST:

Printed Name: _____
Title: _____



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon a Consulting Services Agreement Between the City of Brenham and Gas Supply Consulting, Inc. for Consulting Services Related to the City of Brenham's Natural Gas Supply and Transportation and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 21, 2021

Department: Public Utilities

Staff Contact: Donald Reese

Classification: Regular

SUMMARY STATEMENT:

The City of Brenham wishes to obtain Consulting Services from Gas Supply Consulting, Inc. (GSC) to assist with the Acquisition of Natural Gas Supply and Natural Gas Transportation Services.

These services would include:

1. Reviewing the City of Brenham Natural Gas Requirements by obtaining/analyzing historic natural gas use and assess gas supply/transportation service requirements.
2. Negotiate and acquire a Natural Gas Transportation Service by discussing facility capabilities/service offerings with current/proposed pipelines connected to City's Municipal Gas System, identify/evaluate alternative pipelines in City's vicinity, evaluate service offers/make recommendations to City and negotiate transportation service agreement.
3. Negotiate and acquire a Natural Gas Supply Service via Competitive Bid Process by developing a gas supplier list, administering a natural gas supply Request for Proposal (RFP) and negotiating a gas supply contract.

The City will pay GSC only for actual services performed. The cost to provide those services is not to exceed \$23,850.00

Funding for this item will come from the Gas Fund in account 402 – Audits / Consultants Fees.

ATTACHMENTS:

(1) Consulting Service Agreement

RELEVANCE TO COMPREHENSIVE PLAN:

Growth Capacity Goal GC 3 A growth pattern that provides for the long-term financial sustainability of the City.

RECOMMENDED ACTION:

Approve the Consulting Services Agreement between the City of Brenham and Gas Supply Consulting, Inc. in the amount of \$23,850.00 and authorize the Mayor to execute any necessary documentation.
--

CONSULTING SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2020, by and between the City of Brenham, Texas, a Texas municipal corporation, with its principal office at 200 W. Vulcan, Brenham, Texas 77833, hereinafter called “CITY” and Gas Supply Consulting, Inc, with its office at 19500 State Hwy 249, Suite 245, Houston, Texas 77070, hereinafter called “CONSULTANT.”

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1 **EMPLOYMENT OF CONSULTANT**

The CITY hereby contracts with the CONSULTANT, as an independent contractor, and the CONSULTANT hereby agrees to perform the services herein as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas.

ARTICLE 2 **SCOPE OF SERVICES**

The CONSULTANT, upon the request of the CITY, shall perform the following services in a professional manner:

- A. All those services set forth in the Scope of Services document which is attached hereto and made a part hereof as Exhibit “A” as if written word for word herein. CONSULTANT shall not self-initiate any project or work.
- B. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE 3
PERIOD OF SERVICE

This Agreement shall become effective upon execution of this Agreement by the CITY and the CONSULTANT, and shall remain in force for the period which may reasonably be required for the completion of the tasks requested by the CITY, and any required extensions approved by the CITY. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule established by the CITY.

ARTICLE 4
COMPENSATION

- A. COMPENSATION, BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the CITY agrees to pay the rates shown in Exhibit "A" which is attached hereto and made a part of this Agreement as if written word for word herein.

Nothing contained in this Article shall require the CITY to pay for any work which is unsatisfactory, as reasonably determined by the Mayor or the City Council, or which is not submitted in compliance with the terms of this Agreement. The CITY shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement without first having obtained authorization from the CITY. CONSULTANT shall not be compensated for any self-initiated projects or self-initiated work

- B. PAYMENT: If the CITY fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after CITY'S receipt of the CONSULTANT's undisputed statement thereof, as provided in Chapter 2251, Texas Government Code, interest on overdue payments shall accrue at the rate as provided in Chapter 2251, Texas Government Code, provided, however, nothing herein shall require the CITY to pay the interest as set forth herein if the CITY reasonably determines that the work, or portion thereof, is unsatisfactory, in accordance with this Article 4, "Compensation."

ARTICLE 5
OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the CITY any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE 6
OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the CITY upon the payment of the CONSULTANT pursuant to the terms of this Agreement. The CONSULTANT is entitled to retain copies of all such documents.

ARTICLE 7
INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to CITY as an independent contractor, not as an employee of the CITY. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE 8
INDEMNITY AGREEMENT

THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES INCURRED BY THE CITY, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE A LIABILITY TO ANY PERSON WHO IS NOT A PARTY TO THIS AGREEMENT, AND NOTHING HEREIN SHALL WAIVE ANY OF THE PARTIES' DEFENSES, BOTH AT LAW OR EQUITY, TO ANY CLAIM, CAUSE OF ACTION, OR LITIGATION FILED BY ANYONE NOT A PARTY TO THIS AGREEMENT, INCLUDING THE DEFENSE OF GOVERNMENTAL IMMUNITY, WHICH DEFENSES ARE HEREBY EXPRESSLY RESERVED.

ARTICLE 9
TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate for convenience, without cause, by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be effective unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than thirty (30) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the CITY within thirty (30) days after the date of termination. The CITY shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article 4 "Compensation." Should the CITY subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information to the CITY and the new consultant. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the CITY on or before the date of termination but may maintain copies of such documents for its use.

ARTICLE 10
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the CITY shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE 11
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise

specified herein. Mailed notices shall be deemed communicated as of three (3) days after mailing:

To CONSULTANT:

Gas Supply Consulting, Inc.
Attn: Timothy C. Sexton, President
19500 State Hwy 249, Suite 249
Houston, Texas 77070

To CITY:

City of Brenham
Attn: Donald C. Reese
ACM /Public Services/Utilities
P.O. Box 1059
Brenham, Texas 77834-1059

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days after mailing.

ARTICLE 12 **ENTIRE AGREEMENT**

This Agreement, consisting of eight (8) pages and one (1) exhibit, constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior or contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 13 **SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 14 **COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE 15
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability, or other unlawful basis.

ARTICLE 16
PERSONNEL

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with, the CITY. CONSULTANT shall inform the CITY of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE 17
ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the CITY.

ARTICLE 18
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE 19
MISCELLANEOUS

- A. The following exhibits are attached to and made a part of this Agreement:
 - 1. Exhibit A: Scope of Services and Costs

- B. CONSULTANT agrees that CITY shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the CONSULTANT involving transactions relating to this Agreement. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate working space in order to conduct audits in compliance with this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.
- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Washington County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key person who will perform the majority of the work hereunder shall be Kim Decell with oversight provided by Timothy C. Sexton. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.
- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the CITY.
- F. The CITY shall assist the CONSULTANT by placing at the CONSULTANT's disposal all reasonably available information pertinent to a project, including previous reports, any other data relative to the project, and arranging for the access thereto, and make all reasonable provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- G. The captions of this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.
- H. To the extent this Agreement is considered a contract for goods or services subject to 2270.002 Texas Government Code, User verifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.

IN WITNESS HEREOF, the City of Brenham, Texas has caused this Agreement to be executed by its duly authorized representative, and CONSULTANT has executed this Agreement through its duly authorized representative on this the ____ day of _____, 20____.

CITY OF BRENHAM, TEXAS

Milton Tate, Mayor

Gas Supply Consulting, Inc.
Name of Company

Timothy C. Sexton
Signature of Authorized Representative

Timothy C. Sexton, President
Printed Name and Title

Attest:

Kim Decell
Signature

Kim Decell, Director of Supply Services
Printed Name and Title

Exhibit A



Gas Supply Consulting, Inc.

November 30, 2020

Mr. Donald Reese
Assistant City Manager – Public Services/Utilities
City of Brenham

Via email: dreese@cityofbrenham.org

Mr. Reese,

Per your request, Gas Supply Consulting, Inc. ("GSC") has prepared a proposal to assist the City of Brenham ("City") with the acquisition of natural gas supply and natural gas transportation services. Such services would replace the current bundled supply/transportation service provided to City by WTG Gas Marketing which expires October 31, 2021.

Based upon your conversation with Tim Sexton prior to the Thanksgiving holiday, my understanding of tasks that may be undertaken by GSC would include the following ("Scope of Services"):

Task 1 **Review City of Brenham Natural Gas Requirements (4-10 Hours)**

- Obtain City's monthly and, if possible, daily gas use for past five years.
- Use information to assess City's requirements for gas supply and gas transportation services.

Task 2 **Acquire Natural Gas Transportation Service (12-66 Hours)**

- Discuss pipeline facility capabilities and service offerings with pipelines with existing and proposed connections with City's Municipal Gas System ("Known Pipelines"). Solicit transportation service quotes.
- Identify and evaluate alternative pipelines in vicinity of City's Municipal Gas System.
 - Solicit connection cost and transportation service quotes from any proximate pipeline.
 - Prepare breakeven analysis versus service from Known Pipelines.
- Assess each pipeline's ability to meet City's service requirements at competitive price and make recommendation to City.
- Negotiate gas transportation service agreement with one or more connected pipelines.
 - Note that, in the absence of competitive alternatives, certain aspects of service, including rate, may be non-negotiable and be set forth in pipeline's tariff.
 - Present draft agreement to City for approval.
 - If City requires any changes to draft agreement, work with service provider to implement such changes.
 - Coordinate service agreement execution and implementation.

19500 State HWY 249, Suite 245 • Houston, Texas 77070 • (281) 558-0735 • (281) 558-9454 fax

Task 3 **Acquire Natural Gas Supply Service via Competitive Bid Process (8-30 Hours)**

- Develop list of potential gas suppliers for receipt of City's Gas Supply RFP.
- Administer City's Natural Gas Supply RFP.
 - Draft RFP document for issuance to target suppliers.
 - Participate in meetings / discussions with potential suppliers.
 - Coordinate competitive bid process.
 - Develop analysis of bids received and provide recommendation to City.
- Negotiate gas supply contract.
 - Prepare draft contract for inclusion in City's Gas Supply RFP. Draft and final negotiated contract subject to City approval.
 - Coordinate service agreement execution and implementation.

Cost Breakdown

GSC's services are generally paid for on an hourly basis. As such, we would invoice the City based upon our hourly rates. GSC's hourly rates for this project would be as follows:

<u>Individual</u>	<u>Position</u>	<u>Hourly Rate</u>
Timothy C. Sexton	President	\$250.00/Hr.
Kim Decell	Director – Supply Services	\$200.00/Hr.
Anthony Broussard	Consultant / Engineer	\$200.00/Hr.

Proposed GSC Cost Estimate

As presented in detail on page 3, GSC's cost estimate for services ranges from \$5,400 to \$23,850. Based on these estimates, GSC would commit to a "Not to Exceed" charge of \$23,850.

Service Quote notes:

- Variability in the Low to High rate estimates reflect uncertainty related to factors such as (i) access to relevant information - very limited public information for most intrastate pipelines can result in extensive research / pipeline communication to obtain useable data and (ii) ease of identifying alternative pipeline options and relevant personnel to develop connection costs.
- Estimate reflects the outlined Scope of Service. The quoted "Not to Exceed" charge is subject to change should the Scope of Service be contracted or expanded. Any scope modification and associated change to the "Not to Exceed" charge would be finalized with the City before scoped tasks were undertaken.
- Estimate reflects only billable hours and does not include out of pocket expenses such as travel and lodging. Any out of pocket expenses would be included as expenses and invoiced to the City at cost.

Once you have had a chance to review the attached proposal, if you have any questions or comments, please feel free to give me a call at (713) 828-3877 and I will be glad to discuss the matter further.

Regards,



Kim Decell
Director, Supply Services
Gas Supply Consulting, Inc.

Acquisition of Gas Supply and Gas Transportation Services				
Task	Consulting Time		Estimated Cost	
	Min	Max	Min	Max
Task 1: Review City of Brenham's Natural Gas Requirements				
1. Obtain and analyze City's historic natural gas use	2	4	\$450	\$900
2. Assess City's gas supply and gas transportation service requirements	2	6	\$450	\$1,350
Task 1 Subtotal	4	10	\$900	\$2,250
Task 2: Acquire Natural Gas Transportation Service				
1. Discuss facility capabilities and service offerings with Current and Proposed Pipelines connected to City's Municipal Gas System	4	16	\$900	\$3,600
2. Identify and evaluate alternative pipelines in vicinity of City's Municipal Gas System	4	20	\$900	\$4,500
3. Evaluate service offers and make recommendation to City	2	10	\$450	\$2,250
4. Negotiate transportation service agreement	2	20	\$450	\$4,500
Task 2 Subtotal	12	66	\$2,700	\$14,850
Task 3: Acquire Natural Gas Supply Service via Competitive Bid Process				
1. Develop gas supplier list	2	6	\$450	\$1,350
2. Administer Natural Gas Supply RFP	4	16	\$900	\$3,600
3. Negotiate gas supply contract	2	8	\$450	\$1,800
Task 3 Subtotal	8	30	\$1,800	\$6,750
Project Total	24	106	\$5,400	\$23,850



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon Payment to Bluebonnet Electric Cooperative for the Installation of Underground Electric Distribution Facilities for the BK Stringer, Ltd. Retail Development Project and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 21, 2021

Department: Public Utilities

Staff Contact: Donald Reese

Classification: Consent

SUMMARY STATEMENT:

The second amendment to the Chapter 380 Economic Development Agreement between the City of Brenham, and BK Stringer, LTD., calls for the electrical lines servicing the development to be installed underground. To that end, City staff has been working with representatives from BK Stringer and Bluebonnet Electric to design the best route for the installation and come up with a cost estimate.

As shown in the attached Electric Service Design layout, the lines will be buried on the west side of Chappell Hill and run south to the end of the BK Stringer property. Bluebonnet Electric will construct the project and it will include boring multiple crossings to serve the east side of Chappell Hill in the future. The project will also include installing conduit and bases for street lighting. Poles, arms and heads will be added at a later date.

Bluebonnet Electric Cooperative submitted a cost estimate of \$148,691.71 for this project. If approved by Council, Bluebonnet will begin construction upon receipt of payment.

This item was budgeted for FY 2021 in the Electric Fund in account 704 – Utility Lines.

ATTACHMENTS:

(1) Bluebonnet Cost Estimate

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 of new development.

RECOMMENDED ACTION:

Approve a payment of \$148,691.71 to Bluebonnet Electric Cooperative for the installation of underground electric distribution facilities for the BK Stringer, Ltd. Retail Development Project and authorize the Mayor to execute any necessary documentation.



December 23, 2020

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

RE: Installation of the Underground Electric Distribution Facilities for the **BK Retail Development – URD Down Chappell Hill Street.**
Account: 4500073341 | W.O. # 60260986

Dear Mr. Reese,

We have completed our design to provide electric service to the subject development based on the information you have provided. The total cost of your project is **\$148,691.71** and Bluebonnet has determined an allocation of **\$0.00** towards your project. A deposit **\$0.00** will be added making your total contribution-in-aid of construction (CIAC) **\$148,691.71**. Please note that this cost estimate is contingent upon our ability to secure all easements and permits to extend electric service to your site. This cost estimate is subject to change for any revision to our design or for any site conditions that impede our construction and is good for 90 days from the date of this letter.

We require the following before our construction can commence:

1. Your payment of the contribution amount noted above.
2. Your execution of the attached “site ready letter”.

We will commence our construction after you have satisfied all of the above and we have verified that your site is ready for our construction. Scheduled construction dates for your project are contingent upon Bluebonnet’s work load and weather.

Please call me if you need additional information.

Sincerely,

Rodney Gerik

Rodney Gerik
Sr. Project Coordinator
Toll: 888-622-2583, Ext. 8527 or Direct: 979-540-8814