



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, DECEMBER 17, 2020 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 - City Attorney Cary Bovey**
- 3. Special Recognitions**
 - ♦ Betty Thiel, 35 Years - Library**
- 4. Citizens Comments**

CONSENT AGENDA

- 5. Statutory Consent Agenda**

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

 - 5-a. 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**

WORK SESSION

- 6. Discussion and Update on the Tax Phase-In Compliance Review Committee**
- 7. Discussion and Presentation of TxDOT's Proposed Improvements to the US 290/SH 36 Interchange in Brenham, Washington County, Texas**

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**
- 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**
- 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**

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**
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**
14. **Discuss and Possibly Act Upon Resolution No. R-20-039 Amending the Policies and Procedures for City of Brenham Boards and Commissions**
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**
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**
17. **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 salutory recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

EXECUTIVE SESSION

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**

RE-OPEN REGULAR SESSION

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 December 17, 2020 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on December 14, 2020 at 10:15 a.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 _____, 2020 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on November 19, 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:

Councilmember Keith Herring
Councilmember Adonna Saunders

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary – Director of Administrative Services Jeana Bellinger, Assistant City Manager – Chief Financial Officer Carolyn Miller, Human Resources Director Susan Nienstedt, Public Works Director Dane Rau, Assistant City Manager of Public Services and Utilities Donald Reese, Development Services Director Stephanie Doland, Economic Development Director Susan Cates, and Police Chief Ron Parker.

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 Wright**

3. Citizens Comments

No citizen comments were heard.

CONSENT AGENDA

4. Statutory Consent Agenda

- 4-a. Approve the Minutes from the October 15, 2020 Special City Council Meeting and the October 15, 2020 and November 5, 2020 Regular City Council Meetings**
- 4-b. Approve Ordinance No. O-20-027 on Its Second Reading Amending the FY2020-21 Adopted Budget**
- 4-c. Approve Ordinance No. O-20-028 on Its Second Reading Amending the City of Brenham's Official Zoning Map in Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham to Amend the Planned Development District Ordinance No. O-20-013 to Correct an Error in Section IV for the Lakes at Vintage Farms, Being Approximately 52.428 Acres of Land Being Located South and West of Dixie Road and Further Described as Tract 7 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (Case No. P-20-036)**
- 4-d. Approve Change Order No. 1 and Final Payment on Contract No. 62C-70C/65C-49C to J&D Construction in the Amount of \$26,205.31 for the 2020 Burleson Street Utility Extension and Authorize the Mayor to Execute Any Necessary Documentation**
- 4-e. Approve Change Order No. 1 and Final Payment on Contract No. 2017-13 to South Central Texas Excavation and Construction, LLC in the Amount of \$31,729.65 for the Southwest Industrial Park, Section III, Detention Pond Improvement Project and Authorize the Mayor to Execute Any Necessary Documentation**
- 4-f. Approve the Purchase of Regulators from Puffer Sweiven, LP in the Amount of \$53,908.00 for the City of Brenham's Gas Department and Authorize the Mayor to Execute Any Necessary Documentation**
- 4-g. Approve a Noise Variance for the Brenham Maifest Association for an Event to be Held Immediately Following the City of Brenham's Christmas Parade, Until 10:00 p.m., on December 5, 2020 on Douglas Street Between Main Street and Commerce Street and Authorize the Mayor to Execute Any Necessary Documentation**
- 4-h. Approve a Noise Variance from Christ Lutheran Church for an Outdoor Movie Showing to be Held on Friday, November 20, 2020 from 6:00 p.m. to 10:00 p.m. at Christ Lutheran Church and Authorize the Mayor to Execute Any Necessary Documentation**

Mayor Tate asked that Consent Item 4-f not be considered at this time.

A motion was made by Councilmember Cantey and seconded by Councilmember Wright to approve the Statutory Consent Agenda Items 4-a. through 4-e and Items 4-g through 4-h 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	Absent
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Absent
Councilmember Albert Wright	Yes

WORK SESSION

5. **Discussion and Update on Cost of Service Study for Various City of Brenham Water and Wastewater Utility Services**

This item was presented by Donald Reese, Asst. City Manager/Public Services and Utilities. Reese explained that City staff has conducted a review and cost study of all the various water and wastewater services that are provided by the City and found that the majority of these services or being provided either free of charge or at a fee that is considerably less than the actual cost of the service.

Reese explained that the purpose of this work session is to layout the results of the cost of service study for Council, so that they can see the impact on the Water and Wastewater Fund of work performed by city staff in which actual costs to perform the work is not recouped from businesses or citizens.

After further discussion, Council advised that staff take the true cost information to the Utilities Subcommittee of the City Council for their review. The Council Subcommittee can bring a recommendation to the full City Council about how to recoup the actual expense of providing water and wastewater service to the businesses and citizens.

REGULAR SESSION

6. Discuss and Possibly Act Upon Resolution No. R-20-036 Adopting a New Fee Schedule for the City of Brenham's Parks and Recreation Department

This item was presented by Public Works Director Dane Rau. Rau said that per Chapter 19, Parks and Recreation, of the Code of Ordinances of the City of Brenham fees for all parks and recreation activities shall be set by resolution of the City Council. All such fees shall be posted, where applicable, and kept on file with the City Secretary. At the October 14, 2020, Parks and Recreation Advisory Board (PARB) meeting, staff reviewed the current Parks and Recreation Fee Schedule with the Board and recommended the following changes:

- Eliminate the field light fee of \$50 per field per day and increase the cost per field rental by \$25
- Increase the cost of Henderson Field from \$100 to \$200 per day; this is consistent with the cost of Schulte Field
- Clarify League fee language

Rates were discussed and approved by the PARB and are reflected in the attached 2021 Parks and Recreation Fee Schedule. The City of Brenham publishes an annual Guide for residents as a reference for the City's recreational offerings. Rau noted that while many of the Parks and Recreation amenities and programs are offered to the public at no cost, there are fees for services such as facility rentals, admission to the Blue Bell Aquatic Center (BBAC), swim lessons and classes, and recreational programming.

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Kolby to approve Resolution No. R-20-036, as presented to the Council, adopting a new fee schedule for the City of Brenham's Parks and Recreation Department.

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	Absent
Councilmember Albert Wright	Yes

7. Discuss and Possibly Act Upon a Memorandum of Understanding Between the City of Brenham and Texas Music Office within the Office of the Governor Related to Brenham Being Named a Texas Music Friendly Community and the Maintenance of the Texas Music Industry Directory and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Tourism & Marketing Director, Jennifer Eckermann. Eckermann explained that this Memorandum of Understanding between the City and the Texas Music Office, is the final requirement for the City's certification as a Texas Music Friendly Community. Eckermann stated that the agreement requires the City to maintain a database of individuals, businesses, and events that make up the City's local music industry. Visit Brenham will be responsible for maintaining the database, which to date has 74 individuals, venues, events, and businesses tied to the music industry. The MOU states that the City agrees to: 1) assist in maintaining the Brenham Music Industry database; 2) to review and update exported entries into the database; 3) to update and export the Brenham dataset twice annually in January and July; and 4) to promote public awareness of the Brenham Music Industry dataset and encourage utilization by industry members.

A motion was made by Councilmember Cantey and seconded by Councilmember Ebel to approve a Memorandum of Understanding between the City of Brenham and Texas Music Office within the Office of the Governor naming the City of Brenham a Texas Music Friendly Community, authorizing the maintenance of the Texas Music Industry Directory, and authorizing 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	Absent
Councilmember Albert Wright	Yes

8. Discuss and Possibly Act Upon Resolution No. R-20-037 Providing for the Adoption of Rules Governing the Receipt of Electronic Bids or Proposals

This item was presented by City Secretary – Director of Administrative Services Jeana Bellinger. Bellinger explained that the City issued a Request for Proposal (RFP No. 21-003) related to the City's group basic term life, accidental death and dismemberment, and long-term disability insurance coverage back on October 22, 2020. Bellinger said that during the RFP process, several vendors have reached out to the City to inquire about submitting their proposals electronically due to various COVID-19 restrictions. The vendors are reportedly working from remote locations that make it difficult, if not impossible, to print, sign, and mail responsive documents.

Bellinger said that in accordance with Section 252.0415 of the Texas Local Government Code, receiving competitive bids and/or proposals via electronic submission is allowed if the governing body adopts rules to ensure the identification, security, and confidentiality of electronic bids and proposals. Due to the requests from the vendors, staff began looking into ways that the City could offer electronic bid/proposal submissions and found a product called Citrix Sharefile. Staff met with Citrix representatives November 12th and feel that this product will provide the security and confidentiality needed for our bids/proposals.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve Resolution No. R-20-037 providing for the adoption of rules governing the receipt of electronic bids or proposals.

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	Absent
Councilmember Albert Wright	Yes

9. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- TXDOT is hosting a virtual public meeting, on their website, related to the Highway 290/36 North interchange project.
- All City office will be closed next Thursday and Friday in observance of Thanksgiving holidays.
- Staff is currently in discussions about the 2020 Christmas Parade and how the sudden increase in positive COVID cases in Washington County may affect it. Staff is looking at other options if the parade is cancelled.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A workshop meeting of the Brenham City Council and Washington County Commissioners was held on December 3, 2020 beginning at 10:00 a.m. in the Barnhill Center, Hasskarl Auditorium, at 111 W. Main Street, Brenham, Texas.

City of Brenham City Council 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

Washington County Commissioners present:

Judge John Durrenberger
Commissioner Kirk Hanath
Commissioner Don Koester
Commissioner Joy Fuchs
Commissioner Candice Bullock

Members absent:

None

Others present:

City Manager James Fisher, Assistant City Manager - Chief Financial Officer Carolyn Miller, Assistant City Manager, Assistant City Manager – Public Services/Utilities Donald Reese, Economic Development Director Susan Cates, Development Services Director Stephanie Doland, Public Works Director Dane Rau, Fire Chief Ricky Boeker, Director of Tourism and Marketing Jennifer Eckermann, City Secretary - Director of Administrative Services Jeana Bellinger, Project Planner Shauna Laauwe, Deputy City Secretary Karen Stack, Alton Sommerfield, and Officer Marley Mayo

Citizens present:

Doug Marino, Jim Cook, Leigh Linden, Donald Voelter, Ross McCall, Brett Smith, Ou Taking, Lois Holley, Don Holley, Roger Mireska, Brad Tegler, Al Patel, Jared Engelke, Billy Rogers, Bill Kendall, Alison Bryce, Kevin Derann, Jon Hill, Michelle Panko, and Renee Mueller

Media Present:

Mark Whitehead, KWHI

1. Call Meeting to Order

WORK SESSION

2. Discussion and Presentation of TxDOTs Proposed Improvements to the US 290/SH 36 Interchange in Brenham, Washington County, Texas

City Manager James Fisher presented this item. Fisher introduced Doug Marino, Director of Transportation Planning and Development from the Bryan District of TxDOT.

Marino discussed the design concepts currently being considered for the new US 290/SH 36 Interchange:

- Concept A – Diverging Diamond Interchange
- Concept B Revised – Central Direct Connect
- Concept C – Split Northern Connection
- Concept D – Northern Connection
- Concept E – Southern Connection

Marino briefly explained each concept and advised that none of the concepts were final, as there was still a lot of work to be done by TxDOT. Marino then opened the meeting for questions and comments by those in attendance.

The following citizens and area business owners spoke out in support of one or more of the concepts presented by TxDOT:

Mayor Tate read an e-mail he received from Larry Tegler. Tegler stated his support of Concept B-Revised as it seemed to have the least intrusive footprint for citizens and businesses. Tegler also stated his opposition to Concept E.

Jim Cook with Emerson Process Management voiced his support for Concept B-Revised. Cook stated that widening the Old Mill Creek bridge would be a good idea. Cook also stated that he could possibly support Concept D if there was some plan to connect Old Mill Creek Road with Westwood Lane to improve traffic flow.

Brett Smith, owner of Lone Star Southern Grill, Westwood Movie Theater and Horseshoe Junction stated that each concept would probably have some negative affect on his business but that he felt Concept B-Revised was the best choice. Smith also stated that, in his opinion, Concept A does not support an emergency evacuation scenario due to the traffic signals and Concepts C, D and E would be detrimental to his business and the whole Westwood area.

Bill Kendall, a citizen representing residents living along Farmers Road, stated that the residents along Farmers Road support Concept B-Revised. Kendall advised that he had collected several letters from the residents and would provide copies of the letters to City Manager Fisher for distribution to the City and County elected officials. Kendall stated that while Concept C would take the highway noise out of their neighborhood, the residents did not think that Concept would be a good fit for the community as a whole. Kendall also stated that the residents were adamantly opposed to Concept E as it would totally destroy their neighborhood. Kendall inquired about where the temporary roads would be located during the construction of the project; Marino stated that TxDOT does not have that information at this point in time.

Don Voelter, resident of Country Place Northwest Subdivision, stated that he and most of his neighbors supported Concept B Revised and that Concept D would be devastating for their neighborhood.

Michelle Panko, owner of Brenham Veterinary Hospital, stated that she supported Concept B Revised but that signage would have to be added so that their customers could easily locate the vet hospital. Panko also expressed support of Concepts D and E due to the addition of a crossover at Berlin Road.

Commissioner Bullock asked if TxDOT could somehow combine Concept B Revised and Concept D. Bullock stated that she supports Concept B Revised but would like to add a crossover at Berlin Road, as shown on Concept D. Bollock asked if TxDOT has evaluated the costs of each concept. Marino advised that \$50 Million was the starting point for the project. If, after a final concept is chosen, cost estimates come in lower then there is a possibility that an overpass at Berlin Road could be added to the project. If there are no funds available for the crossover, then it would be the responsibility of the County and/or City to fund the crossover.

Jon Hill, owner of Appel Ford, stated that he supports Concept B Revised. Hill stated that property owners such as Brenham Veterinary Hospital and Westwood should be given lots of consideration. Hill advised that he is against Concepts E, C and D.

Carolyn Miller, citizen and Assistant City Manager/Chief Financial Officer for the City of Brenham advised that she supported Concept A because she felt it had the least impact on area business owners. Miller also stated that in her opinion a concept should not be decided solely on a rare occasion such as an evacuation for a hurricane.

Commissioner Kirk Hanath expressed his support of Concept B Revised; however, he would also be very interested in a Concept B and D combination as suggested by Commissioner Bullock. Hanath explained that a crossover at Berlin Road is badly needed and if it cannot be included as part of the TxDOT project, maybe the City and County could work together to get it done.

Councilmember Saunders asked how driveways for businesses affected by the construction and final Concept will be decided. Marino advised that TxDOT would meet with each business owner and come up with a plan that would accommodate their needs. Saunders also asked if there were accident statistics on a diverging diamond intersection like being considered for Concept A. Marino explained that a study has not been done but that conflict points are fewer in these types of intersections so the number of accidents should be less.

Michelle Panko, owner of Brenham Veterinary Hospital, stated that in her opinion Concept D does not allow for citizens and visitors to have easy access into Downtown. Panko stated that it appears to her that Concept B Revised would better accommodate travelers to Downtown.

Councilmember Keith Herring asked if TxDOT has prepared a list of parcels that will be affected by each concept. Marino advised that information has not been prepared yet. Herring also inquired about who would be responsible for utility relocation costs. Marino explained that if the utilities are in the current right-of-way, TxDOT would cover ninety percent (90%) of the relocation costs, the City/County would be responsible for the other ten percent (10%).

Councilmember Cantey asked when TxDOT would be deciding on a final concept. Marino explained that over the next few months TxDOT would review all the citizen feedback received and consult with local officials. Once a preferred concept is decided, there would be more public meetings to receive additional citizen comments.

County Commissioner Joy Fuchs stated that she supports Concept B-Revised but would be interested in looking more closely at a special combined concept of B and D, like Commissioners Bullock and Hanath mentioned earlier. Fuchs advised that she does not support Concept A.

Darrell Krebs, citizen with home in Rolling Ridge Subdivision, stated that he is in favor of Concept B Revised and would really like for TxDOT, the County and City to work on getting an overpass at Berlin Road.

City Manager James Fisher advised that the City and County will continue to meet with TxDOT to make sure that whatever concept is chosen will protect the residents and businesses as well as the Downtown area. Fisher advised that this topic will be on the City Council agenda again on December 17, 2020 for more discussion by the City Council.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on December 3, 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, City Secretary – Director of Administrative Services Jeana Bellinger, Assistant City Manager – Chief Financial Officer Carolyn Miller, Director of Tourism & Marketing Jennifer Eckermann, Fire Chief Ricky Boeker, Police Captain Lloyd Powell, Police Sergeant Steven Eilert, Public Works Director Dane Rau, assistant City Manager – Public Services/Utilities Donald Reese, Crystal Locke, Development Services Director Stephanie Doland, Shauna Laauwe, David Doelitsch, Alton Sommerfield, and Shawn Bolenbarr

Citizens present:

Donald Dawson

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 – City Manager James Fisher**

3. **Special Recognitions**
 - **Billy Rich, Police Department**
 - **Robert “Bob” Lawrence, Police Department**

4. **Citizens Comments**

No citizen comments were heard.

CONSENT AGENDA

5. **Statutory Consent Agenda**

- 5-a. **Approve Amendment No. 1 to the December 31, 2019 Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. for Engineering Services Related to Project No. 2019-03, Salem Road Street Improvements and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-b. **Approve the Purchase of a Rapid Overhead Deployment Trailer for the City of Brenham Electric Department from Sauber Manufacturing Co. in the Amount of \$117,661.00 and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-c **Approve a Noise Variance for St. Mary's Catholic Church for an Outdoor Mass to be held Friday, December 11, 2020 from 6:30 p.m. to 11:00 p.m. at 701 Church Street 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. through 5-c. 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 HEARING AND ASSOCIATED ACTION ITEM

- 6. Public Hearing, Discussion and Possibly Act Upon an Ordinance on Its First 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)**

Mayor Tate opened the Public Hearing.

This item was presented by Project Planner Shauna Laauwe. Laauwe said the subject area is comprised of approximately 12.11 acres of land generally bounded by and/or adjacent to 439 feet of Clinton Street to the west, 1,145 feet of Seelhorst Street to the north, and South Chappell Hill Street to the east, to also include portions of Dark Street, Mills Street, and Clinton Street. The subject area is currently zoned Commercial Research and Technology District (B-2). However, fifteen (15) of the twenty (20) lots have existing legally nonconforming single-family residential uses and two (2) lots are vacant. The only three existing conforming uses include Woodson Lumber (604 Seelhorst St), Thyme Day Spa (706 Seelhorst St), and an office building located at 505 Clinton Street.

Laauwe explained that the City is currently pursuing the rezoning to reestablish the existing residential homes as conforming, permitted uses. When the existing 15 single-family homes in the designated area were constructed, they either predated the City's zoning ordinance established in 1968 or were built between 1968 and 1996. In 1996, the zoning ordinance was restructured to not allow residential as a permitted use in the B-2 district. The current B-2 zoning designation does not allow for the legally nonconforming (grandfathered) homes to be remodeled more than routine repairs, expanded, or torn down and reconstructed. The B-1 District does allow property to be utilized as a range of residential and nonresidential uses. The downzoning would bring the existing residential uses into conformance and allow neighborhood commercial use to include the existing office and day spa, however the rezoning would cause Woodson Lumber to become a legally nonconforming use that may request future expansion via a Specific Use Permit.

Laauwe said the proposed zoning change would allow for orderly commercial development that will serve the properties in the general vicinity and the community. Similarly, there are additional properties in the vicinity that could be utilized for residential use. Laauwe reported that on Monday, November 23, 2020, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning.

Citizen Donald Dawson, owner of the property at 506 Dark Street, stated that based on current zoning he could not rebuild or expand his current home. Dawson asked the Council to approve this rezoning.

Councilmember Herring asked whether Woodson Lumber is aware of this proposed rezoning. Laauwe said staff had contacted the owner but had not received a reply.

Councilmember Kolby asked whether Woodson Lumber would need a Specific Use Permit if they wanted to remodel, or if it would only be required if they wished to expand. Laauwe said light interior remodels would not require a Specific Use Permit, but additions would if they expanded the footprint of their structure.

Mayor Tate closed the Public Hearing.

A motion was made by Councilmember Kolby and seconded by Councilmember Cantey to approve an Ordinance on its first 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 properties described in Item 6.a through 6-h above (Case No. P-20-039).

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

7. Discuss and Possibly Act Upon an Ordinance on Its First 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

This item was presented by Development Services Director Stephanie Doland. Doland said that the City of Brenham has obtained funds through the Hazard Mitigation Grant Program (FEMA) to elevate the Ralston Creek Lift Station above the 500-year floodplain. The lift station is currently located in the FM-577 right-of-way approximately 630-feet southeast of the FM-577 and East Stone Street intersection.

Doland explained that the reinforced concrete retaining wall is planned with the proposed lift station elevation project. The construction of the retaining wall requires 120 cubic yards of fill to be placed within the Ralston Creek Floodplain and as such a variance is needed from the City of Brenham Code of Ordinances, Chapter 8 1/2 - Flood Damage Prevention. The Flood Damage Prevention Ordinance includes requirements to mitigate development and fill within the floodplain. However, the Flood Damage Prevention Ordinance allows for a variance to fill activities within the floodplain when a fill mitigation analysis is completed.

Doland explained that staff supports approval of the variance to allow 120 cubic yards of fill to be placed within the Ralston Creek floodplain. Doland advised that approval of this variance will allow City staff to more safely operate the lift station, even during a significant rain or flooding event. If approved, the elevation project is scheduled for bid in January 2021, anticipated to begin construction in February with completion in June 2021.

A motion was made by Councilmember Herring and seconded by Councilmember Saunders to approve an Ordinance on its first reading granting a variance to Chapter 8½, Article III, Subsection 8½ - 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.

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

8. Discuss and Possibly Act Upon a Water Supply Resale Agreement Between the City of Brenham and Dow Chemical Company and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Assistant City Manager – Public Services/Utilities Donald Reese. Reese reported that on September 1, 2019, an agreement was entered into by and between Brazos River Authority (BRA) and the City. The intent of the agreement was to secure additional water to sustain long-term future growth for the City. The term of the Agreement began on September 1, 2019 and will end on August 31, 2045. The purchase price of the 774 acre-feet was \$79/acre-foot or \$61,146.00 annually. The 774 acre-feet of water is in addition to the City's primary water availability agreement for 4,200 acre-feet, of which, 2,777 acre-feet are used annually on average. While securing this water for future use is prudent, the additional water is not needed at this time.

Reese advised that Section 33 of the Agreement allows the City to resell excess water on a temporary basis to a third party with prior approval of BRA. Reese said that Dow Chemical Company desires to purchase the City's excess water on a temporary basis and will pay the City \$79.00 per acre-foot or \$61,146.00 for the 774 acre-feet of water within thirty days. Reese explained that if this agreement is approved, Dow will draw an amount not to exceed 774 acre-feet of water. The agreement will terminate when the Dow has withdrawn the 774 acre-feet of water or August 31, 2021, whichever occurs first.

Mayor Tate asked whether this contract needed to be renewed annually, Reese replied that it is only for one year and Council would need to approve any other agreements.

Councilmember Kolby said he recognizes that it is unlikely the City will need the extra water this year, but he views this item from a risk management point of view. Kolby said that it is so early in the fiscal year that we don't know what might happen between now and August of 2021. Kolby noted that last year this agreement with Dow wasn't approved until late in the fiscal year, which lessened the City's risk. Kolby said while he is not opposed to the resale contract, he is concerned about the timing.

City Manager James Fisher noted that even in the drought of 2011 the City did not exceed its allowed usage. Fisher added that he feels the risk is worth bearing because it helps the City retain the rights for the extra water should it be needed in the future. Fisher said he did not believe Dow would want to enter into this contract if the City did not agree to do it now.

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Wright to approve a Water Supply Resale Agreement between the City of Brenham and the Dow Chemical Company and authorize the Mayor to execute any necessary documentation.

Mayor Tate called for a vote. The motion passed 6-1 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	No
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

9. Discuss and Possibly Act Upon an Agreement for Construction of Public Improvement Between the City of Brenham and Ranier & Son Development Company, LLC (Stylecraft) Regarding Construction Costs Related to Oversizing a Water Main for Vintage Farms Subdivision and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Public Works Director Dane Rau. Rau said The City of Brenham and Ranier & Son Development Company (Stylecraft) have worked together to create a Development Agreement pertaining to upsizing a 6" waterline to a 12" waterline under Hwy 36 from the southside and run parallel down Dixie Rd and tie into an 8" line on Muscadine Trail. This upsizing will benefit the City's water system and give a looped feed to the west side of Hwy 36 N.

Rau explained that with Stylecraft developing Phase 3 and having to extend a 6" line to that area the City would like to upsize the line to a 12" while construction is taking place. Rau stated that Stylecraft will be responsible for the costs of a 6" line and the City would only pay the difference for the upsizing to a 12" line which will not exceed \$79,000.00 for the construction costs.

A motion was made by Councilmember Herring and seconded by Councilmember Kolby to approve an Agreement for the Construction of Public Improvements between the City of Brenham and Ranier & Son Development Company, LLC (Stylecraft) in an amount not to exceed \$79,000.00 for construction costs related to oversizing a water main for Vintage Farms Subdivision 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

10. Discuss and Possibly Act Upon Resolution No. R-20-038 Related to Procurement Procedures for Expenditures In Connection with Purchases by the City of Brenham Gas and Electric Utility Departments

This item was presented by City Attorney Cary Bovey. Bovey said the City can be exempt from purchasing requirements of Chapter 252 of the Texas Local Government Code related to purchases made for municipally owned gas and electric utilities if the governing body has adopted, by Resolution, procurement procedures that set out the public purpose to be achieved by such procedures. Bovey said that in an effort to assist our gas and electric utility departments, staff is recommending Resolution No. R-20-038 be approved by Council so that procurement procedures can be changed as outlined in Exhibit A of the Resolution. Bovey noted that if this Resolution is approved, in a situation where Council determined there was a critical business need, the City could purchase equipment and materials without going through the competitive bidding process.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve Resolution No. R-20-038 related to procurement procedures for expenditures in connection with purchases by the City of Brenham Gas and Electric Utility Departments.

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 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

City Manager James Fisher presented this item. Fisher explained that this item was placed on the agenda due to the Special Meeting held earlier in the day. The purpose was to enable Council to discuss possibly acting on a Resolution and/or Letter of Support for one or more of the proposed improvements being considered by TxDOT regarding the US 290/SH 36 Interchange project.

Fisher said that TxDOT will allow the City to submit comments after the official comment period ends on December 4, 2020. Fisher suggested moving this item to the next meeting on December 17, 2020 so that the City's Thoroughfare Plan could be included in the discussion.

Councilmember Kolby said he favors Concept B because it does the most amount of good with the least amount of harm. He also likes the idea of a combination of Concepts B and D. Councilmember Kolby also recommended that the City's response be coordinated with Washington County.

Councilmember Herring said Concept E should not be considered because it would have the most impact on residents and businesses. He also felt that regardless of what concept is chosen, it should include a Berlin Road overpass.

16. Administrative/Elected Officials Report

Community Services Specialist Crystal Locke reported on the following:

- Santa will drive through the streets of Brenham on Ladder 1 on December 13th – 16th from 5:30 p.m. to 7:30 p.m., with Santa taking one of 4 routes each night.
- Staff is putting together treat bags for children which can be picked up at the Library, City Hall, and BBAC
- Farmer's Market and tree lighting is tomorrow; the Christmas Stroll and Breakfast with Santa are this weekend.

City Manager James Fisher reported on the following:

- Fire Department B Shift personnel are commended for assistance provided to a Brenham family on Thanksgiving

Council convened into Executive Session at 2:01 p.m.

EXECUTIVE SESSION

12. **Section 551.074 - Texas Government Code - Deliberation Regarding Personnel Matters - Discussion Regarding the Appointment of a Brenham Municipal Court Presiding Judge and Associate Judge, Both for a Two Year Term Ending on December 31, 2022**
13. **Section 551.074 -Texas Government Code - Deliberation Regarding Personnel Matters - Consider Compensation for the Municipal Court Presiding Judge and Associate Judge**

Executive Session adjourned at 2:21 p.m.

RE-OPEN REGULAR SESSION

14. **Discuss and Possibly Act Upon the Appointment of a Brenham Municipal Court Presiding Judge and Associate Judge, Both for a Two Year Term Ending on December 31, 2022**

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to reappoint Judge John Winkelmann, as Presiding Judge, and Judge Robert Wright, as Associate Judge, both for two (2) year terms expiring on December 31, 2022.

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 Compensation for the Municipal Court Presiding Judge and Associate Judge**

A motion was made by Councilmember Saunders and seconded by Councilmember Cantey to approve a two and one-half percent (2½%) pay increase for the Presiding Judge and Associate Judge, to be effective January 1, 2021, and another two and one-half percent (2½%) pay increase for the Presiding Judge and Associate Judge, to be effective January 1, 2022.

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

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-20-029

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, GRANTING A VARIANCE TO SECTION 8½ - 12 – GENERAL STANDARDS OF THE CITY OF BRENHAM CODE OF ORDINANCES, CHAPTER 8½, FLOOD DAMAGE PREVENTION; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Texas has in the Flood Control and Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses; and

WHEREAS, the City of Brenham Code of Ordinances, Chapter 8½, Flood Damage Prevention, provides for standards and regulations designed to minimize flood losses within the corporate boundaries of the City of Brenham; and

WHEREAS, Chapter 8 1/2, Article III, Subsection 8½ - 12(7) Mitigation of Fill states that fill in a flood-prone area must be mitigated to ensure that the storage volume of such area is not diminished by development. A development permit applicant must submit a fill mitigation analysis demonstrating that the proposed development, if constructed, will not result in a decrease in storage volume within the flood-prone area; and

WHEREAS, in accordance with City of Brenham Code of Ordinances, Chapter 8½, Flood Damage Prevention, Section 8½ - 11, as the legislative body of the City of Brenham, the City Council of the City of Brenham, Texas shall serve as the appeal board to consider and grant variances from the terms of the City of Brenham Code of Ordinances, Chapter 8½, Flood Damage Prevention; and

WHEREAS, the City Council finds that granting the variance shall meet the spirit of the City of Brenham Code of Ordinances, Chapter 8½ Flood Damage Prevention, as the additional fill has been previously mitigated by storage area removed from Ralston Creek in 2013; and

WHEREAS, the City Council further finds that granting the variance is not contrary to the public health, safety and welfare of the City of Brenham;

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

1. All of the above premises are hereby found to be true and correct findings of the City Council of the City of Brenham, Texas and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

2. **Determination:** In accordance with Subsection 8½ - 11(b)(4), the City Council hereby determines that the variance is the minimum necessary, considering the flood hazard, to afford relief.
3. **Findings of Fact:** In accordance with Subsection 8½ - 11(b)(5) variances to the Flood Damage Prevention Ordinance shall only be issued based on the following three criteria:
 - a. A showing of a good and sufficient cause;
The City has acquired funds through the Hazard Mitigation Grant Program to reconstruct and elevate the Ralston Creek Lift Station. The proposed variance allows for 120 cubic yards of fill to be placed in the Ralston Creek 500-year floodplain for the construction of a retaining wall to support said lift station. Completion of the project as designed, will allow City personnel to more safely access and operate the lift station during a significant rain or flood event.
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
Failure to grant the proposed variance will result in significant hardship as the Ralston Creek lift station is critical infrastructure to serve public utilities to properties in the general vicinity. The existing location of the lift station is greatly incumbered due to the steep change in topography, limits of the 500-year floodplain and existing FM 577 right-of-way. The lift station will be located approximately 4-feet above the 500-year floodplain, which exceeds the Ordinance requirement that all structures be located 2-feet above the Base Flood Elevation.
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified in Subsection 8½ -11(a)(3), or conflict with other local laws or ordinances.
Granting the proposed variance will *not* result in increased flood heights or threats to public safety as the increase of 120 cubic yards of fill within Ralston Creek has previously been mitigated with the removal of 1,700 cubic yards of material in 2013 by TXDOT during the replacement of the FM 577 culvert and existing bridge structure.

All of the above findings of fact are hereby found to be true and correct findings of the City Council of the City of Brenham, Texas and are hereby approved.

4. **Variance Granted:** The City Council, for the Ralston Creek Lift Station located in the right-of-way of FM 577 being approximately 630 feet southeast of the intersection of FM 577 and East Stone Street, (said location being more particularly described in Exhibit A attached hereto and incorporated herein for all pertinent purposes), hereby grants the request for a variance from the provisions of the City of Brenham Code of Ordinances, Chapter 8½, Subsection 8½ - 12(7) to allow 120 cubic yards of fill to be added to the floodplain of Ralston Creek for the Ralston Creek Lift Station Elevation Project.

5. **Conflict with Prior Ordinances:** In the case of a conflict between this Ordinance and any provision or clause of previous Ordinances adopted by the City of Brenham, the provisions of this Ordinance shall prevail.
6. **Severability:** Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are severable.
7. **Effective Date:** This Ordinance shall become effective immediately upon and after its passage and publication as may be required by governing law.
8. **Proper Notice and Meeting:** It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public and that public notice of the time, place and purpose of said meetings was given as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

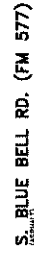
PASSED and APPROVED on its first reading this the 3rd day of December 2020.

PASSED and APPROVED on its second reading this the 17th day of December 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



ORDINANCE NO. O-20-030

AN ORDINANCE OF THE CITY COUNCIL 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, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FROM COMMERCIAL, RESEARCH AND TECHNOLOGY DISTRICT (B-2) TO A LOCAL BUSINESS/RESIDENTIAL MIXED USE DISTRICT (B-1) ON CERTAIN TRACTS OF LAND AS FURTHER DESCRIBED IN THIS ORDINANCE:

WHEREAS, the City of Brenham has received numerous requests from property owners within the subject rezoning area to improve their existing nonconforming residential uses, with the adoption of this Ordinance, single-family residences within the subject rezoning area will become permitted uses and enable residents to improve and redevelopment their homes; and

WHEREAS, the City of Brenham has adopted Appendix A – “Zoning” of the City of Brenham Code of Ordinances, as amended, which divides the City of Brenham into various zoning districts; and

WHEREAS, Appendix A – “Zoning” of the City of Brenham Code of Ordinance authorizes the City Council to grant zoning changes by adopting ordinances amending Appendix A for each individual permanent zoning change; and

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning and Zoning Commission held a public hearing on the requested rezoning; and

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting on November 23, 2020; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

WHEREAS, the City Council deems it appropriate to grant such proposed change in the zoning district classification of the Property;

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 changing the zoning district classification from a Commercial, Research and Technology District (B-2) to a Local Business/Residential Mixed Use District (B-1) on all or a portion of twenty (20) tracts of land being more particularly described herein below as follows:

- 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 Arabella 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 a 5.646-acre tract 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)

Further, said area of land rezoned by this Ordinance to a Local Business/Residential Mixed Use District (B-1) is further described and depicted in Exhibit "A" attached hereto and incorporated herein for all pertinent 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 3rd day of December 2020.

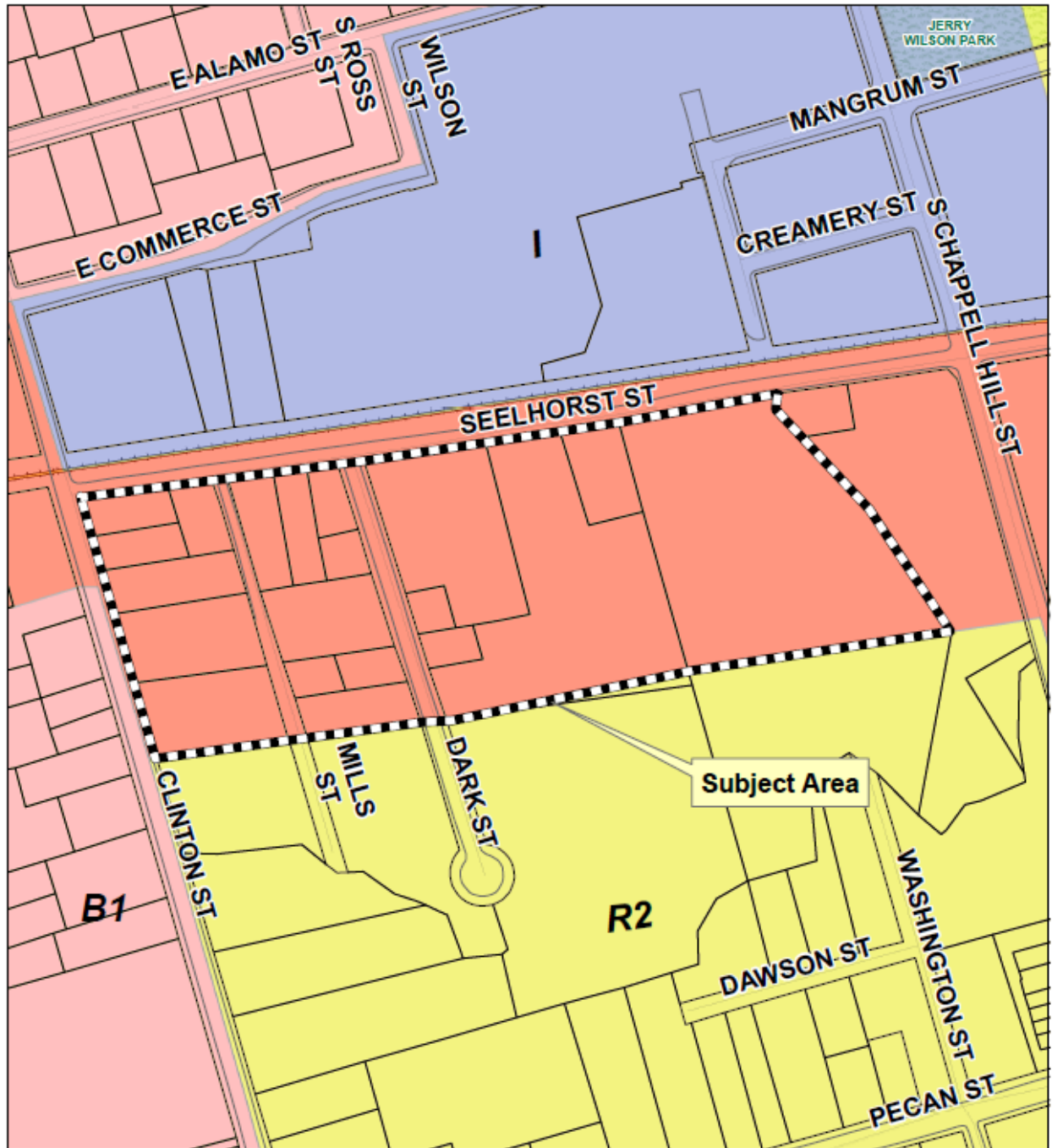
PASSED and APPROVED on its second reading this the 17th day of December 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"



B2 to B1 Rezoning

1 inch = 219 feet

Zoning

DESCRIPTION

- B1 Local Business Mixed
- B2 Commercial Research and Technology
- I Industrial
- R2 Mixed Residential





Regular City Council
AGENDA ITEM 5-D.

Agenda Item: 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

Meeting Type: Regular Meeting-December 17, 2020

Department: Public Utilities

Staff Contact: Donald Reese

Classification: Consent

SUMMARY STATEMENT:

The City of Brenham wishes to obtain engineering services from Strand Associates, Inc. to provide 'On-Call' engineering support services to the City. These services would include, but are not limited to, General Engineering Services, Development Review Services, Floodplain Administration Services, and Part-Time Resident Project Representative Services for Developments.

In general, the services will be to attend meetings to discuss engineering-related matters, prepare opinions of probable construction costs for budgetary purposes, review preliminary and final plats submitted by developers, review water, sanitary sewer, paving, and drainage construction plans in accordance with the Code of Ordinances and Design Standards, communicate with City regarding its floodplain administration, and part-time observation of development construction. All services to be provided by Strand Associates, Inc. are further detailed in Exhibit A of the Agreement. The City will pay Engineer only for actual services performed. The cost to provide those services is not to exceed \$120,000.00.

ATTACHMENTS:

(1) Professional Services Agreement

RELEVANCE TO COMPREHENSIVE PLAN:

Growth Capacity Goal GC 2: Continued budget support for services to maintain responsiveness and levels of service as Brenham grows.

RECOMMENDED ACTION:

Approve the Professional Services Agreement with Strand Associates, Inc. related to 2020 On-Call Engineering Services in an amount not to exceed \$120,000.00 and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. _____
2021 ON-CALL ENGINEERING SERVICES**

THE STATE OF TEXAS

§

§

COUNTY OF WASHINGTON

§

THIS AGREEMENT made on the _____ day of _____, 20____, entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Strand Associates, Inc.[®] ("Engineer").

WITNESSETH:

WHEREAS, the City desires Engineer to provide on-call engineering services, as further described in Part A of Attachment "A" (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide on-call engineering services, and

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

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

**SECTION I
SCOPE OF AGREEMENT**

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

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

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

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

SECTION III OWNERSHIP OF WORK PRODUCT

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

SECTION IV TIME FOR PERFORMANCE

The time for performance shall begin on the execution date of this Agreement. Services are scheduled for completion on September 30, 2021.

SECTION V COMPLIANCE AND STANDARDS

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

SECTION VI INDEMNIFICATION

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

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed \$120,000, as identified in Attachment "A."

SECTION VIII TERMINATION

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

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

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

Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
Attn: Ryan D. Tinsley, P.E., ENV SP

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

City of Brenham
P.O. Box 1059
Brenham, TX 77834
Attn: City Manager

SECTION X LIMIT OF APPROPRIATION

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

SECTION XI SUCCESSORS AND ASSIGNS

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

SECTION XII MODIFICATIONS

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

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

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

SECTION XIV CONFLICTS OF INTEREST

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

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

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

SECTION XVI INSURANCE

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

SECTION XVII MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the services covered by such invoice.

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

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

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

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

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]

Joseph M. Bunker Date
Corporate Secretary

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger
City Secretary

Date

Milton Y. Tate Jr.
Mayor

Date

ATTACHMENT "A"

PART A—SCOPE OF SERVICES

CITY OF BRENHAM PROJECT NO. _____ 2021 ON-CALL ENGINEERING SERVICES

Description of Project

Engineer will provide on-call engineering support services to the City as directed and authorized by the City Manager in writing, including the following.

General Engineering Services

1. Attend meetings with City to discuss engineering-related matters.
2. Respond to City's engineering-related questions.
3. Prepare opinions of probable construction costs for budgetary purposes.
4. Provide engineering, scientific, and computer aid-ed design drafting services.

Development Review Services

1. Communicate with City, the developer, and developer's engineer.
2. Review preliminary and final plats submitted by developer in accordance with the City's Code of Ordinances and Design Standards and Specifications.
3. Review water, sanitary sewer, paving, and drainage construction drawings in accordance with the City's Code of Ordinances and Design Standards and Specifications.
4. Provide written comments on plats, construction drawings, and drainage reports to the City's Development Services Director, who shall forward these comments to the developer.

Floodplain Administration Services

1. Communicate with City regarding its floodplain administration.

2. Provide floodplain administration services, including review of floodplain permits for new construction and substantial improvements in accordance with the City's Code of Ordinances and Design Standards and Specifications.

Part-Time Resident Project Representative (RPR) Services for Developments

Upon written request of the City, provide RPR for part-time observation of development construction. In furnishing observation services, Engineer's efforts will be directed toward determining for City that the completed project will, in general, conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. Engineer will communicate with the City on the progress of the work, will document visits to the project site, and will furnish copies of such documentation to the City.

City may request that Engineer establish a scope and fee for specific services for review and approval prior to starting services or may direct Engineer in writing to proceed with defined services without preset limits.

PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM PROJECT NO. _____ 2021 ON-CALL ENGINEERING SERVICES

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

City shall compensate Engineer for on-call engineering services on an hourly rate basis at the rates shown in the Schedule of Charges, not to exceed \$120,000.

SCHEDULE OF CHARGES

Compensation for engineering services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

Engineering Services Classification	Hourly Billing Rates*
Principal Engineer	\$295
Senior Associate	\$260
Senior Project Manager	\$235
Project Manager	\$180
Senior Project Engineer/Senior Project Representative	\$160
Project Engineer	\$140
Graduate Engineer	\$125
Senior Engineering Technicians	\$125
Engineering Technician	\$110
Junior Engineering Technician	\$ 70
Project Representative	\$110
Senior Computer-Aided Design and Drafting (CADD) Operator	\$100
CADD Operator	\$ 70
Administrative	\$ 85

* Updated annually on July 1

Compensation for surveying services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

Surveying Services Classification	Hourly Billing Rates*
Registered Professional Land Surveyor	\$ 230
Surveying Technician	\$ 105
Three-Man Field Party	\$ 225
Two-Man Field Party	\$ 165
One-Man Field Party	\$ 105
Laser Scanner (Half Day)	\$1,000
Laser Scanner (Full Day)	\$1,600
Global Positioning System (GPS) Equipment (Half Day)	\$ 185
GPS Equipment (Full Day)	\$ 290
Robotic Total Station (Half Day)	\$ 135
Robotic Total Station (Full Day)	\$ 220

* Updated annually on July 1

Subcontract costs shall be billed at invoice cost plus 10 percent for handling.

ATTACHMENT "B"

INSURANCE

**CITY OF BRENHAM
PROJECT NO. _____
2021 ON-CALL ENGINEERING SERVICES**



Regular City Council
AGENDA ITEM 5-E.

Agenda Item: 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

Meeting Type: Regular Meeting-December 17, 2020

Department: Human Resources

Staff Contact: Susan Nienstedt

Classification: Consent

SUMMARY STATEMENT:

The City's Group Term Life and Accidental Death and Dismemberment and Long Term Disability insurance policies with BlueCross BlueShield of Texas (Formerly Dearborn National) will terminate as of December 31, 2020 at the end of the three-year agreement. Proposals for coverage effective January 1, 2021 were sought through RFP 21-003. Four responses were received and summarized in the attached Memo.

ATTACHMENTS:

(1) Memo from Susan Nienstedt

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Continue Group Term Life and Accidental Death and Dismemberment and Long Term Disability insurance coverage from BlueCross BlueShield of Texas for a 3-year guaranteed term effective January 1, 2021 at the rate of \$.136 per \$1,000 base salary for Term Life, \$.020 per \$1,000 base salary for Employee Accidental Death and Dismemberment, and \$.209 per \$100 base salary for Long Term Disability.



MEMORANDUM

To: Mayor and City Council

From: Susan Nienstedt
HR Director

Subject: Purchase of Group Term Life and Accidental Death and Dismemberment,
and Long-Term Disability Insurance

Date: December 10, 2020

The Group Term Life and Accidental Death and Dismemberment and Long-Term Disability insurance policies with BlueCross BlueShield of Texas (formerly Dearborn National) will terminate on December 31, 2020 at the end of a three-year agreement. Proposals for coverage effective January 1, 2021 were sought through RFP 21-003 and four responses were received. The City asked for a three-year guaranteed rate, with the option for two annual renewals.

Proposals Received	Life Rate	LTD Rate	AD&D Rate	3 Year Rate	Option for 2 Annual Renewals	Comments
Current Plan - BCBS	.136	.209	.020			
BCBS	.136	.209	.020	✓	✓	Met all requirements
Hartford	.128	.208	.020			2-yr rate guarantee
MetLife	.110	.197	.034			2-yr rate guarantee
Ochs, Inc.	.133	.176	.020	✓		Different carriers for coverages

After analyzing the proposals submitted, we found that BlueCross BlueShield of Texas meets the City's requirements and provides the best value for Group Term Life, Accidental Death and Dismemberment, and Long-Term Disability insurance. BlueCross BlueShield of Texas has guaranteed their rates for three years effective January 1, 2021, with an option of two annual renewal periods, meeting our RFP terms, and offers no increase of premiums from our current rates. Our annual expenditure for this coverage is based on employee salary levels and is approximately \$63,838; the rates will remain the same in 2021.

My recommendation is to approve the purchase of Group Term Life and Accidental Death and Dismemberment and Long-Term Disability insurance from BlueCross BlueShield of Texas effective January 1, 2021 at the current rates for a guaranteed three-year term, with an option for two annual renewals.



Regular City Council
AGENDA ITEM 5-F.

Agenda Item: 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

Meeting Type: Regular Meeting-December 17, 2020

Department: Library - 146

Staff Contact: Andria Heiges

Classification: Consent

SUMMARY STATEMENT:

The Library previously accepted the CARES Cycle 1 grant awarded by the Texas State Library and Archives Commission (TSLAC). Included in the grant is funding for a re-design of the Library's current website.

Nancy Carol Roberts Memorial has always made it a priority to serve as a trusted institution while helping to meet our community's informational needs. An inviting, easily accessible and vibrant website is an essential part of a successful electronic branch and will allow us to direct our patrons to critical information and resources effectively.

Revize currently serves as the host company for all city websites and has been approved by the TSLAC grant committee as the vendor to perform the planned redesign of the Library's site. The attached schedule and sales agreement outlines the timeline and cost to complete the project. The CARES cycle 1 grant will fund the re-design up to the quoted \$8,175. The yearly maintenance and hosting fee will be paid by the Library annually, following the 2021 grant year.

ATTACHMENTS:

(1) Revize Contract

RELEVANCE TO COMPREHENSIVE PLAN:

This aligns with Goal EO5, in helping to foster a workforce that meets the needs of local employers and is supported by active workforce development programs in partnership with Blinn College and BISD (page 56 of the comprehensive plan). The website redesign will feature workforce links.

RECOMMENDED ACTION:

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.

Revize Web Services Sales Agreement

This Sales Agreement is between City of Brenham Texas on behalf of the Nancy Carol Roberts Memorial Library, TX ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 12-14-2020

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>City of Brenham on behalf of Brenham Library</u>	Revize Software Systems
Company Address:	<u>200 W. Vulcan</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Brenham, TX 77833</u>	Troy, MI 48084
Contact Name:	<u>Kevin Boggus</u>	248-269-9263
Billing Dept. Contact:	<u>979.337.7200</u>	
CLIENT Website Address:	<u>Kboggus@cityofbrenham.org</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Phase 1: Project Planning and Analysis, SOW, onetime fee:	\$500.00
1	Phase 2 – Discovery & Design from Scratch, onetime fee: 1 mockup with up to 3 rounds of changes - Home page template and inner page design and layout. - Includes Responsive Web Design	\$1,500.00
1	Phase 3 & 4 – Revize Template Development, onetime fee: - Set-up all CMS modules listed in this agreement - Integration with all 3rd party web applications	\$2,300.00
1	Phase 5 – Quality Assurance Testing, onetime fee:	\$900.00
1	Phase 6 – Content Migration up to 25 webpages & documents: Site map development and content migration from old website including spell checking and style corrections	\$775.00
1	Phase 7 –Content Editing Training, onetime fee:	\$900.00
1	Phase 8 – Go Live:	Included
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 10GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee: (Special Referral Client Discount – Regularly \$2,400)	\$1,300.00
1	Grand Total First Year	\$8,175.00

Payment Schedule

Payment Amount	Payment Date	Includes
\$ 2,000.00	1/30/2021 or Upon Completion	Phases 1-2
\$ 4,875.00	3/30/2021 or Upon Completion	Phases 3-7
\$ 1,300.00	5/30/2021 or Upon Go-Live	Year 1 of Annual Hosting & Maintenance
\$ 1,300.00	11/30/2021	Year 2 of Annual Hosting & Maintenance
\$ 1,300.00	11/30/2022	Year 3 of Annual Hosting & Maintenance
\$ 1,300.00	11/30/2023	Year 4 of Annual Hosting & Maintenance

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Additional content migration, if requested, is available for \$3 per web page or document.
3. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
4. Additional website storage is available at \$1,000 per year for each additional 5GB website storage.
5. This agreement is the only legal document governing this sale & Proper jurisdiction and exclusive venue for any legal action or dispute relating to this Agreement shall be Washington County, Texas.
6. Both parties must agree in writing to any changes or additions to this Sales Agreement.
7. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
8. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
9. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
10. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
11. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
12. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.

Enterprise Revize CMS License

As part of this agreement Revize Software Systems, LLC. will provide to the CLIENT a full Enterprise Revize CMS Software license. This software is a proprietary software built and maintained by Revize Software Systems LLC. and is intended to allow for the CLIENT to easily update the content of their website. CLIENT agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS during the contract period. In the event that the contract is terminated, for any reason, Revize will provide the latest version of the Revize CMS to the CLIENT provided all payments for the entire length of the contract is fully paid. This system will then have the ability to be hosted and used by the CLIENT as long as they wish. Revize will provide reasonable support in transferring the CMS system to the CLIENT's decided upon hosting architecture.

Products CLIENT Owns Include:

- Revize CMS License
- Hosted Website
- Source Files
- All Included Revize Web Applications
- Design & Page Content

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Thomas Jean

Title of Authorized Person

Project Manager

Date:

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

Revize will integrate the following web applications into your website

Citizen's Communication Center Apps

- Notification Center with Email Alerts
- Document Center
- Email Notify
- FAQs
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)



Regular City Council
AGENDA ITEM 6.

Agenda Item: Discussion and Update on the Tax Phase-In Compliance Review Committee

Meeting Type: Regular Meeting-December 17, 2020

Department: Economic Development

Staff Contact: Susan Cates

Classification: Work Session

SUMMARY STATEMENT:

Update on the Tax Phase In Review process for 2020 and plans in place for 2021.

ATTACHMENTS:

(1) Memo Regarding 2020 Tax Phase In Compliance

RELEVANCE TO COMPREHENSIVE PLAN:

GP2: Brenham will be ADAPTABLE by focusing on developing and sustaining a diverse economy...

2020 has proven to be a year where adaptability has been the top priority for support of our local businesses. The accommodation in our Tax Phase In Review Process was one area where we could be adaptable.

RECOMMENDED ACTION:

None



MEMORANDUM

To: Mayor and City Council
James Fisher, City Manager
Carolyn Miller, Assistant City Manager / CFO

From: Susan Cates, Director of Economic Development

Subject: 2020 Tax Phase In Compliance

Date: December 9, 2020

The Joint Compliance Committee for Tax Phase In comprised of representatives appointed by both the City of Brenham and Washington County typically convenes annually each Spring to review compliance on each company. This year, at the time for review our community was in the midst of the early pandemic shut-downs. This impacted both the ability of the compliance committee to meet as well as timely response from our tax phase in companies. Therefore, in conjunction with Willy Dilworth, we postponed the compliance meeting.

Throughout the pandemic, I have been in contact with representatives of each of the companies receiving Tax Phase In. With the exception of Valmont, who closed the coatings portion of their operations in Brenham to relocate it to Houston following Valmont's acquisition of United Coatings in 2019, all other businesses receiving Tax Phase In are still in operation and recovering from the impacts of Coronavirus on their operations.

The following companies have active Tax Phase In Agreements:

- Blue Bell Creameries
- Longwood Elastomers (2020 final year)
- PPE / GSL
- Tempur Sealy
- StanPac
- Moser Community Media
- D Bar B Sausage
- MIC East
- MIC West
- Del Sol Foods

I am in discussion with MIC regarding the Tax Phase In for their facility in Southwest Industrial Park which is scheduled through 2025 as they are consolidating all operations to their facility in Brenham Business Center.

Recognizing that Willy Dilworth is retiring at the end of 2020, I will meet with our new Tax Appraiser once he/she is hired to review all of our Tax Phase In Agreements. We will plan to convene the Joint Compliance Committee for Tax Phase In in the early part of Spring 2021 to review all agreements in accordance with City and County Policy.



Regular City Council
AGENDA ITEM 7.

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

Meeting Type: Regular Meeting-December 17, 2020

Department: Administration

Staff Contact: James Fisher

Classification: Work Session

SUMMARY STATEMENT:

The City Council and Washington County Commissioner's Court held a joint work session on the proposed Concepts currently under consideration for the TxDOT US 290/SH 36 Interchange project on Thursday, December 3rd. Doug Marino, TxDOT Director of Transportation Planning and Development for the Bryan District, presented 5 Concepts at the Session. The Concepts represent a general alignment with the actual location to be determined once a preferred Concept is selected. TxDOT will initially review topography concerns, alignment, environmental impacts, residential and business impacts, utility impacts, community impacts and will factor these against the cost to mitigate or minimize.

Several citizens and elected officials spoke at the joint work session expressing their concerns and asked questions regarding the project. Many residents from the Country Place West subdivision submitted their concerns in writing and they have been included with this agenda item for your review. Construction is expected to begin in 2026 and during the next few years TxDOT, Brenham, Washington County and neighbors (businesses and residents) will have the opportunity to work together to find the best Concept. This project is fully funded by the State, unless the Legislature reallocates the funds.

City staff has begun reviewing the proposed Concepts and the potential impacts to our utility system, street infrastructure and our community. The City has several gas, water and wastewater lines in the area (electric service is Blue Bonnet Electric Coop) that may need to be relocated due to the realignment or to better serve the area. Supporting street infrastructure is one of the more challenging and costly endeavors. There is significant residential growth in and near this area. The City (and Washington County for roads outside of the City Limits) should look at what is needed for traffic management to allow our citizens and guests to easily navigate this area without having to get on the highway. We also need to look at how guests traveling through Brenham/Washington County can easily get on and off the highway to support our local businesses and visit

family and friends. The ***Envision Brenham 2020 Thoroughfare Plan Map 2008*** and the ***2014 Thoroughfare Plan Map*** discuss and show ideas for new roads in this area of Brenham. If you look at several of the TxDOT Concept Plans, they show a road (green line) extending Westwood from US 290 south to Old Mill Creek aligning at Farmers Road. This came from our Thoroughfare Plans.

Once the City Council makes their recommendation to TxDOT regarding a preferred Concept, I would ask that we also do four things. First, create a Transportation Focus Group (an idea from the ***Envision Brenham 2020 Plan***) to assist with recommendations on infrastructure improvements for the US 290/SH 36 Interchange Project. Second, complete the City's Thoroughfare Plan that compliments the City of Brenham's State Award winning ***Historic Past, Bold Future Plan 2040 Comprehensive Plan***. Third, beginning in the City of Brenham's FY 22 Annual Budget, begin setting aside \$150,000 annually to help address and/or offset potential costs for this expansion. Once we officially identify the projects and costs associated with them, we probably will need more dollars. Staff will begin addressing funding options available for this Project as well as the existing projects identified in our *Drive to 2025 Plan*. Finally, what measures must be undertaken to ensure the economic viability of existing businesses, especially downtown. Too many cities thought that their city was strong and unique and that a bypass or improved bypass would not affect them; time has shown otherwise. Brenham must work hard to ensure that our visitors can safely and easily get on and off US 290/SH 36 to support our businesses. We must also look at how we beautify our entrance corridors to welcome our guests and encourage them to come see more of our amazing community.

There is a lot of work to be done and I am confident in the City's Staff ability to provide the leadership, resources and servant's heart to help our community succeed in this exciting opportunity.

ATTACHMENTS:

(1) Presentation from Virtual Meeting

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

No action - discussion only.



Nov. 19, 2020 Virtual Public Meeting

US 290/SH 36 Interchange
Study Area: Berlin Road to FM 389 along US 290
Washington County, TX
CSJ: 0186-06-082

Welcome to the Virtual Public Meeting for the US 290/SH 36 Interchange Project. Thank you for joining us. This virtual public meeting, presented by TxDOT, is being provided to share information and to encourage comments from the public regarding the proposed improvements to the existing US 290/SH 36 interchange in Brenham. The TxDOT Bryan District is currently developing design concepts to improve the interchange. The US 290/SH 36 interchange is one of the busiest roadways in Washington County and it serves as an important local, regional and statewide roadway connection.

Welcome

TEXAS DEPARTMENT OF TRANSPORTATION

Driver | Government | Business | Inside TxDOT | Careers

Use this map to find a COVID-19 testing site in Texas

Read More >

Driver

Learn more about Texas travel, driving laws and highway safety.

Government

Research studies and laws and learn how we work with communities.

Business

Learn about TxDOT business resources and the bidding process.

Careers

We're more than a job. At TxDOT, you can build a career.

Virtual Public Meeting documents available online at the website www.txdot.gov.

Just type "US 290/SH 36" in the keyword search box.

US 290/SH 36 Interchange – Washington County

Nov. 19, 2020

The following Virtual Public Meeting documents have been made available online at www.txdot.gov. Just type "US 290/SH 36" in the keyword search box.



Public Involvement Purpose

Virtual Public Meeting in Response to Public Health

TxDOT changed the in-person public meeting to a virtual format in response to the COVID-19 outbreak:

The pre-recorded virtual public meeting and TxDOT website provide the same information as the in-person meeting:

- Project information
- Estimated timeline
- Process for submitting comments
- Key contacts

Share Facts About COVID-19

Know the facts about coronavirus disease 2019 (COVID-19) and help stop the spread of rumors.

FACT 1 Diseases can make anyone sick regardless of their race or ethnicity.

People of Asian descent, including Chinese Americans, are not more likely to get COVID-19 than any other American. Help stop fear by letting people know that being of Asian descent does not increase the chance of getting or spreading COVID-19.

FACT 2 Some people are at increased risk of getting COVID-19.

People who have been in close contact with a person known to have COVID-19 or people who live in or have recently been in an area with ongoing spread are at an increased risk of exposure.

FACT 3 Someone who has completed quarantine or has been released from isolation does not pose a risk of infection to other people.

For up-to-date information, visit CDC's coronavirus disease 2019 web page.

FACT 4 You can help stop COVID-19 by knowing the signs and symptoms:

- Fever
- Cough
- Shortness of breath

Seek medical advice if you

- Develop symptoms

AND

- Have been in close contact with a person known to have COVID-19 or if you live in or have recently been in an area with ongoing spread of COVID-19.

FACT 5 There are simple things you can do to help keep yourself and others healthy.

- Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing; going to the bathroom; and before eating or preparing food.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.

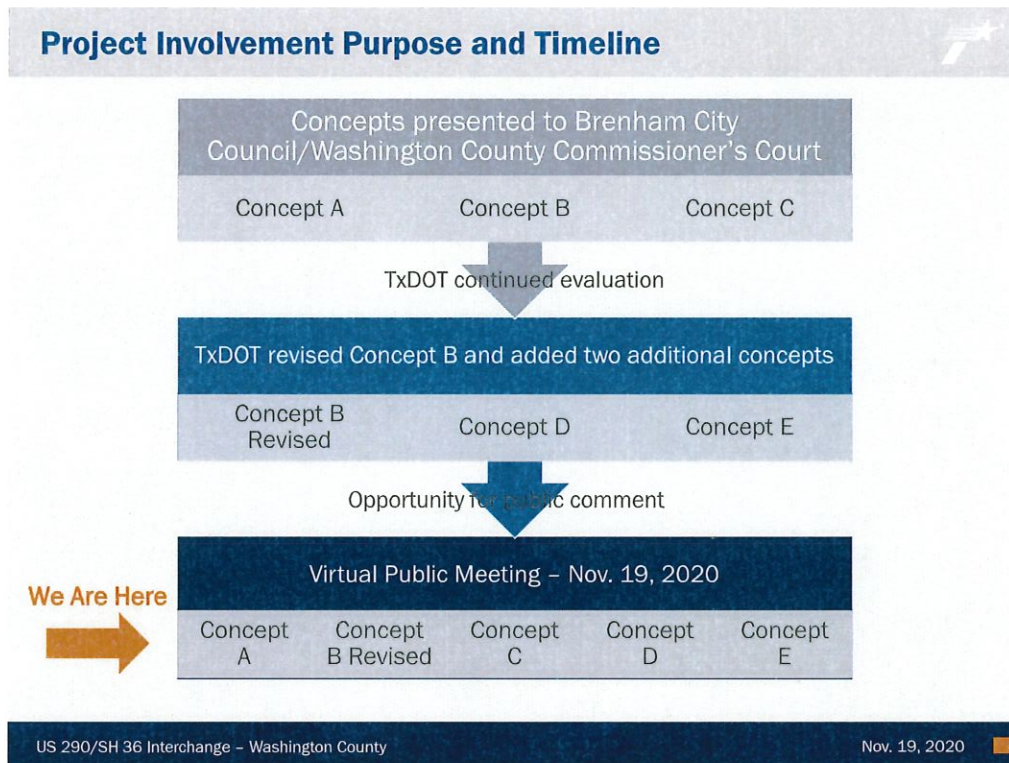
For more information: www.cdc.gov/COVID19

US 290/SH 36 Interchange - Washington County

Nov. 19, 2020

Given the unique circumstance of the COVID-19 outbreak, along with our commitment to protecting public health during this national emergency, TxDOT is conducting this virtual public meeting to avoid in-person contact. At this time, the virtual format will be in lieu of an in-person public meeting.

The presentation will cover the same information the Bryan District would have shared at the in-person public meeting. However, the comment process for this virtual public meeting will be different from what we normally conduct at an in-person meeting and will be explained shortly. All project information can be found on the TxDOT project webpage.



The public involvement purpose for the proposed project includes providing public involvement opportunities for stakeholders, roadway users, and the public to engage with the project team. Three concepts were originally presented and shared with Brenham City Council and Washington County Commissioner's Court in March 2019. TxDOT continued to analyze the interchange resulting in two additional concepts for a total of five concepts that meet the primary focus of the project. These concepts will be presented in detail later in the presentation.

Virtual Public Meeting Contents



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This virtual public meeting presentation will include the following topics of discussion:

- Project Need and Purpose
- US 290/SH 36 Project Overview
- US 290/SH 36 Existing Conditions
- Concepts Currently Under Study
- Environmental Process
- Anticipated Schedule
- TxDOT Right of Way Process
- Share Your Input
- Thank You



Project Need and Purpose

Project Need and Purpose

What are The Issues?

- Ramp congestion backup onto mainlanes
- Interchange congestion during local/regional events
- Existing frontage road access connections
- Lack of bicycle/pedestrian accommodations along urban settings
- Current interchange needs an upgrade to accommodate capacity, improve regional connectivity, and enhance safety



What Are We Trying To Do?

- Improve safety
- Reduce congestion
- Maintain connectivity
- Improve regional mobility
- Provide continuous flow on US 290



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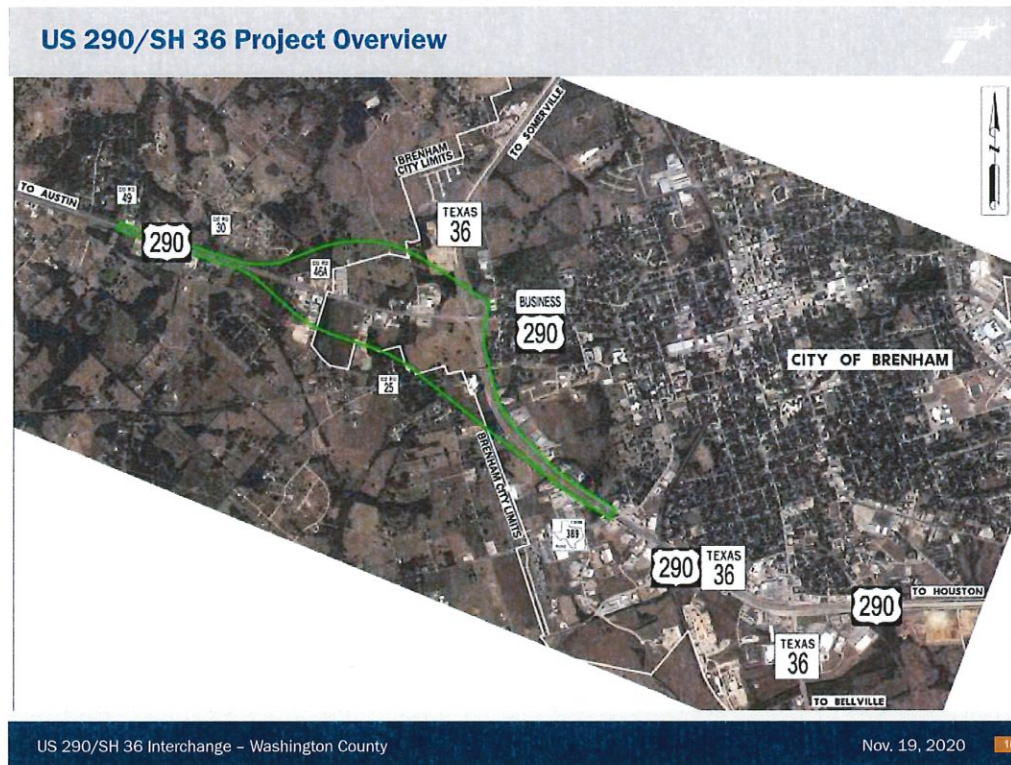
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The proposed study area extends approximately 3 miles along the US 290/SH 36 Interchange from Berlin Road to FM 389 along US 290 in Washington County. The project addresses the following: ramp congestion backup onto the US 290 mainlanes, interchange congestion during local and regional events, frontage road access connections, bicycle and pedestrian accommodations along urban settings, and a need for an efficient interchange.

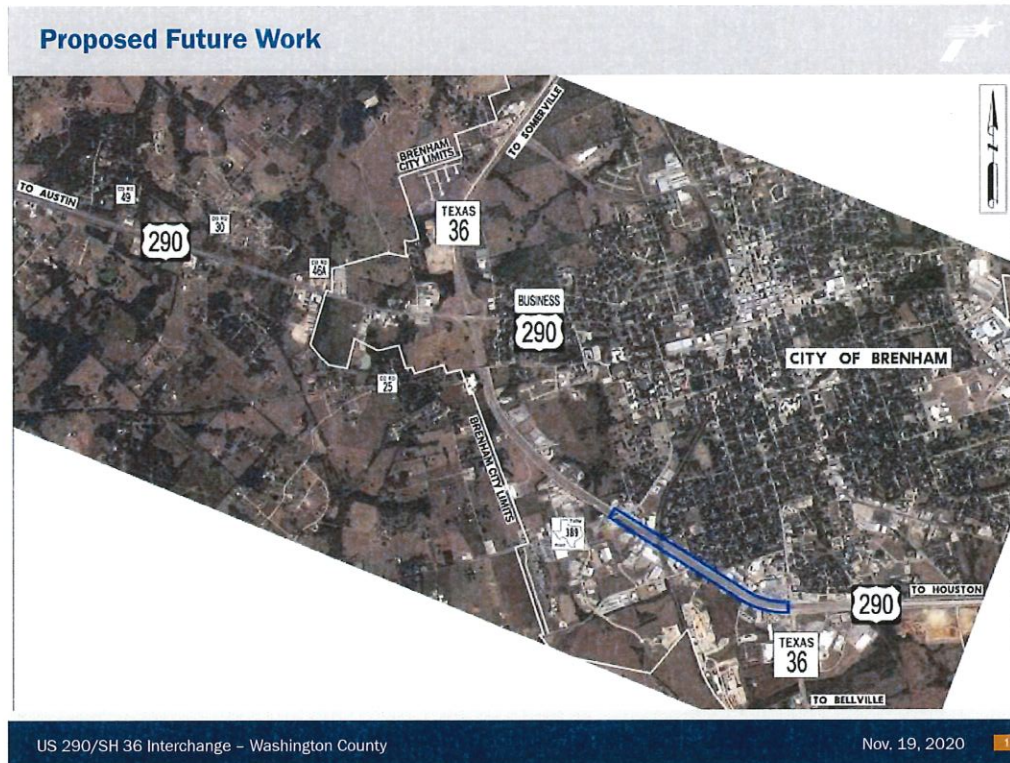
The purpose of the proposed project is to improve safety, reduce congestion, maintain connectivity, improve regional mobility, and provide continuous flow on US 290.



US 290/SH 36 Project Overview



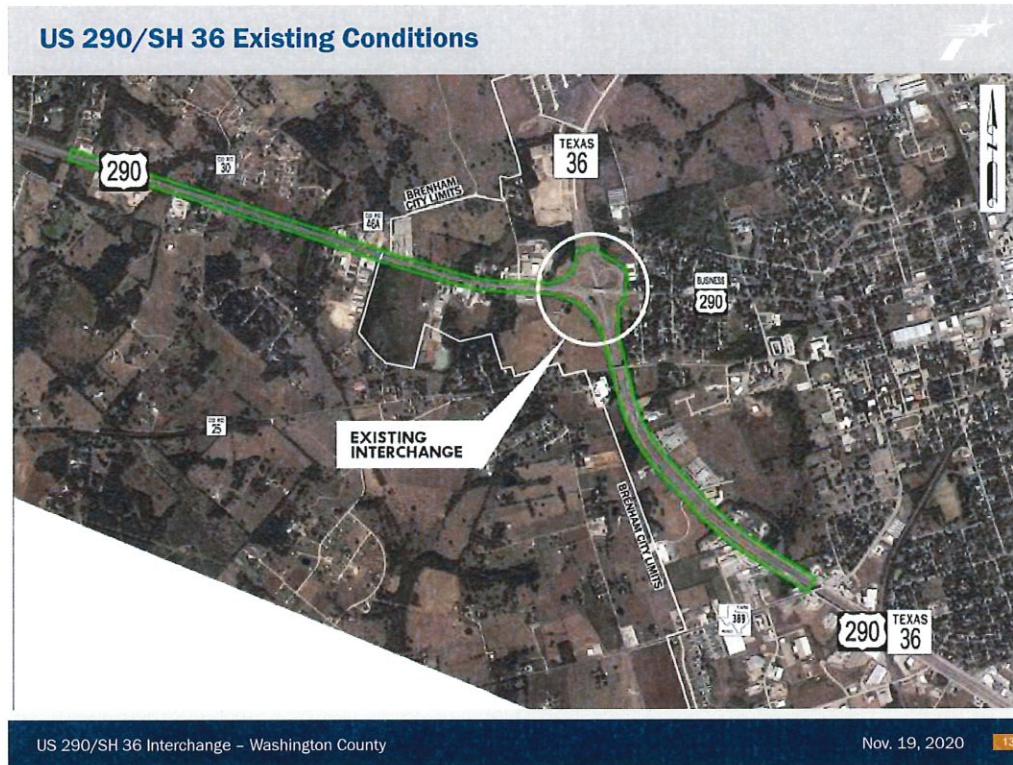
The US 290/SH 36 interchange project would be located west of the City of Brenham. The study area, shown in green, for the project extends from Berlin Road to FM 389 along US 290 in Washington County.



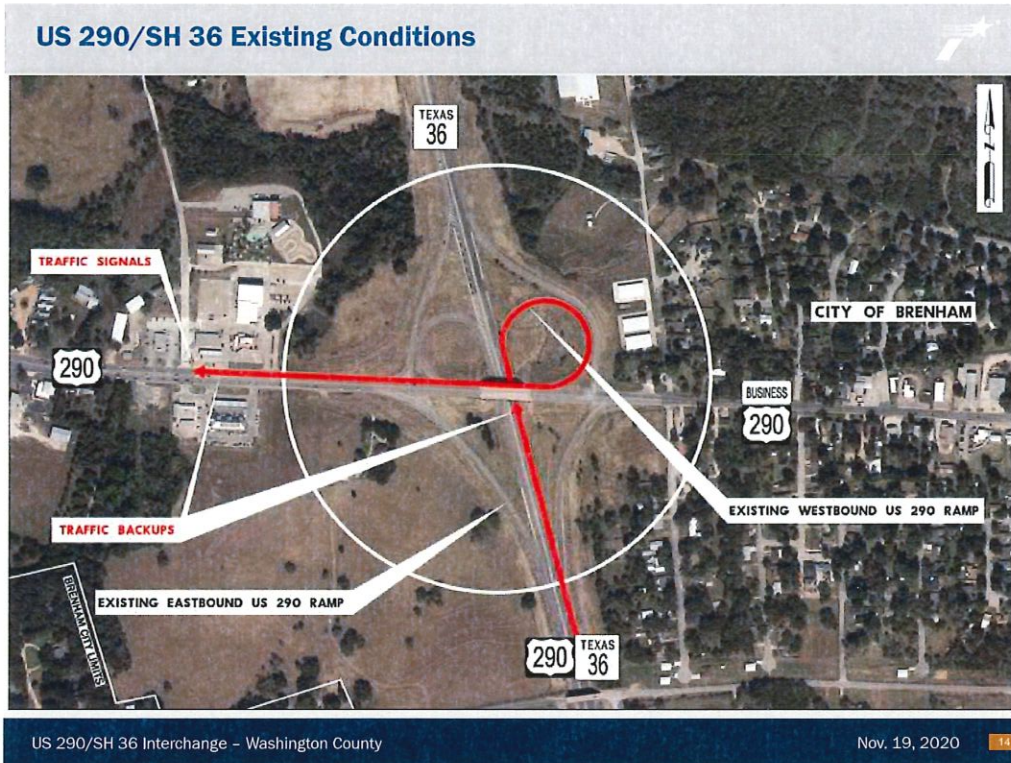
TxDOT recognizes the need to improve local connectivity between FM 389 and SH 36 along US 290. As part of this overall corridor, TxDOT will develop the preliminary design of this segment upon selection of a recommended alternative for the US 290 interchange. As such, this segment would be constructed as a separate project in the future.



US 290/SH 36 Existing Conditions



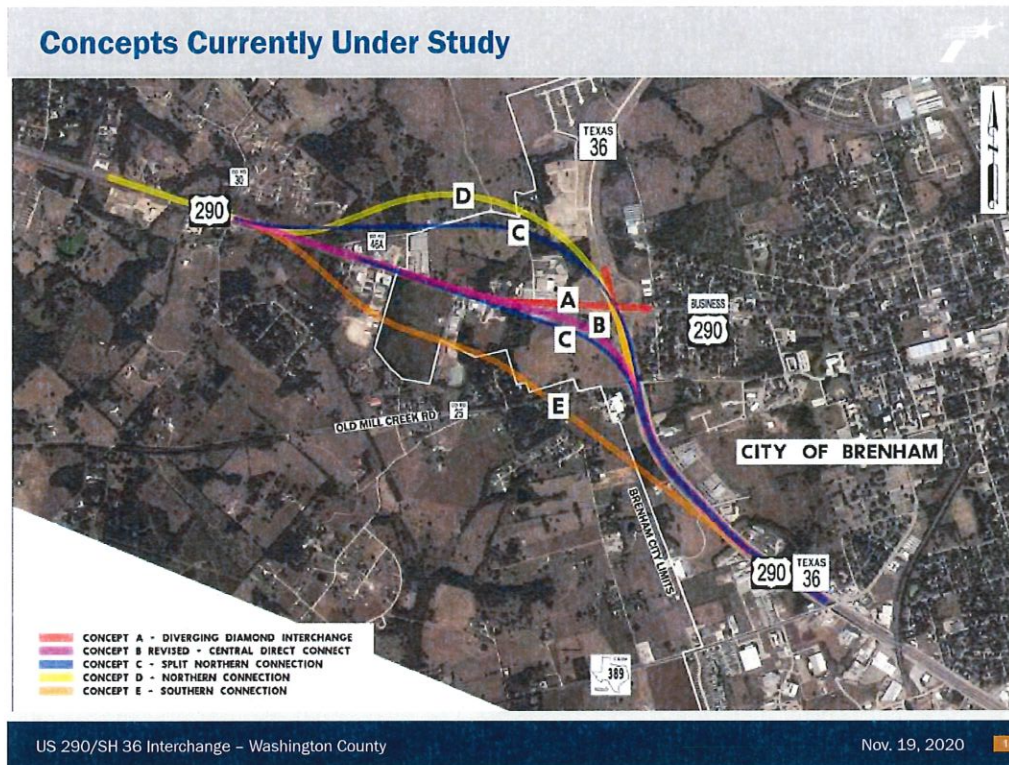
The existing interchange within the project area currently has operational challenges.



Currently, there is no direct connection on US 290, as such continuous traffic must enter the loop ramps and then stop at a signal just west of the interchange. At times, westbound US 290 traffic backs up across the interchange onto the US 290 mainlanes.



Concepts Currently Under Study



As previously mentioned, starting in 2019, TxDOT developed three original concepts, which are currently shown on TxDOT's project webpage. Three concepts were originally presented and shared with Brenham City Council and Washington County Commissioner's Court in March 2019. TxDOT continued to analyze the interchange resulting in two additional concepts for a total of five concepts that meet the primary focus of the project.

The conceptual alternatives presented in this virtual public meeting include the following:

- Concept A – Diverging Diamond Interchange
- Concept B Revised – Central Direct Connect
- Concept C – Split Northern Connection
- Concept D – Northern Connection
- Concept E – Southern Connection

Each concept will be discussed in more detail on the following slides.

Public comments, environmental studies, and engineering studies will be used by the project team to identify a recommended alternative for final design and construction.

Overview of Proposed Concepts



All concepts include:

- Expanding US 290/SH 36 connection from one to two lanes
- Completing conversion to one-way frontage roads
- Updating entrance and exit ramps to current standards
- Accommodating bicyclists and pedestrians within urban settings

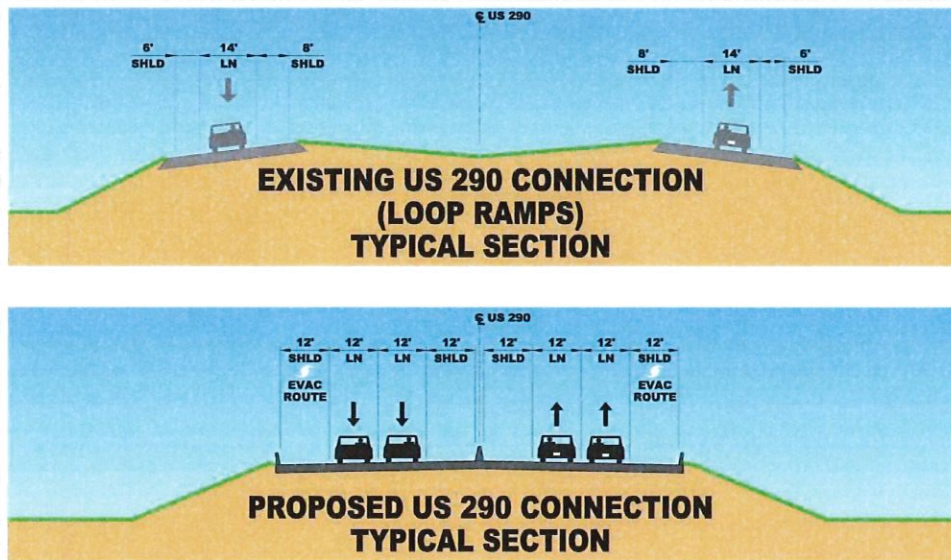
Right of way acquisition would be necessary for all proposed concepts.

All concepts include:

- Expanding the US 290/SH 36 connection from one to two lanes
- Completing conversion to one-way frontage roads
- Updating entrance and exit ramps to current standards
- Accommodating bicyclists and pedestrians within urban settings

Right of way acquisition would be necessary for all proposed concepts.

Existing and Proposed Typical Sections



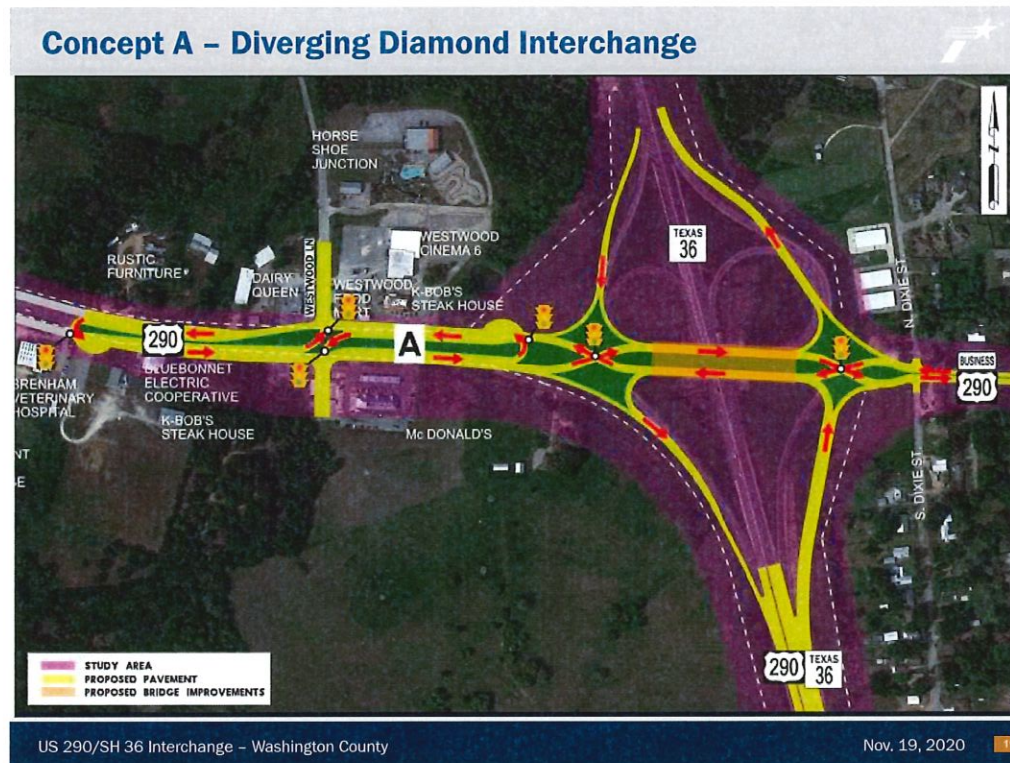
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The existing connection for the US 290/SH 36 loop ramps consists of one 14-foot-wide travel lane with 8-foot inside shoulders and 6-foot outside shoulders. The proposed US 290 connection typical section would include two 12-foot-wide travel lanes in each direction, 12-foot inside shoulders, and 12-foot outside shoulders which could be utilized as evacuation lanes.

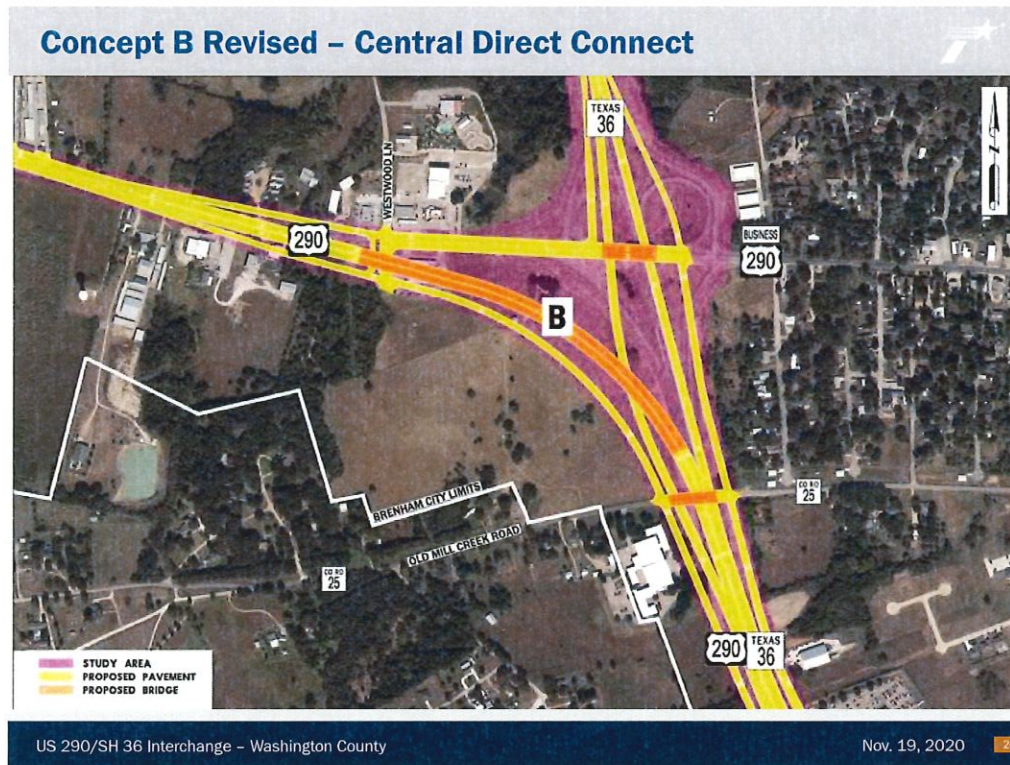
Along a portion of the proposed US 290/SH 36 interchange, the typical section may include up to three travel lanes to accommodate transition areas within the proposed concepts. Throughout the project development process, pedestrian and bicycle facilities, such as a 10 ft-shared used path, would be evaluated in urban settings.



Concept A, the Diverging Diamond Interchange also known as a DDI, was an original concept that was previously developed and has been available to review on the project website. The purple shading identifies the study area, yellow shading identifies the proposed pavement, and orange shading identifies proposed bridge improvements.

The Diverging Diamond Interchange:

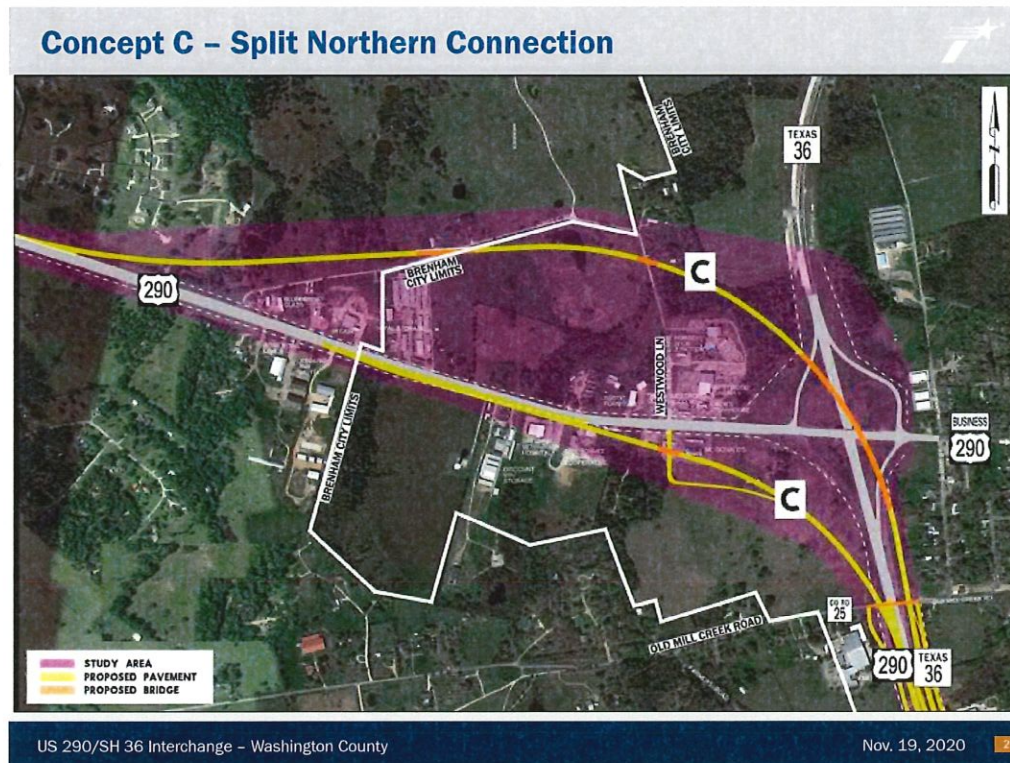
- Eliminates the need for left-turning vehicles to cross paths of approaching vehicles by directing traffic to the opposite side of the road across the interchange,
- It constructs a Restricted Crossing, U-turn intersection also known as an R-Cut intersection along US 290 at Westwood Lane which improves safety by removing the straight-thru, left-turn conflicts at the intersection,
- Although it includes traffic signals, it handles traffic more efficiently by providing additional green time for traffic moving through the interchange, as well as at the R-Cut intersection at Westwood Lane, and
- It maintains a similar "footprint" as the existing interchange and requires the least amount of right of way to construct.



Revised Concept B – the Central Direct Connect is a refinement of the original Concept B that was previously developed and has been available to review on the project website. The purple shading identifies the study area, yellow shading identifies the proposed pavement, and orange shading identifies proposed bridges.

This concept:

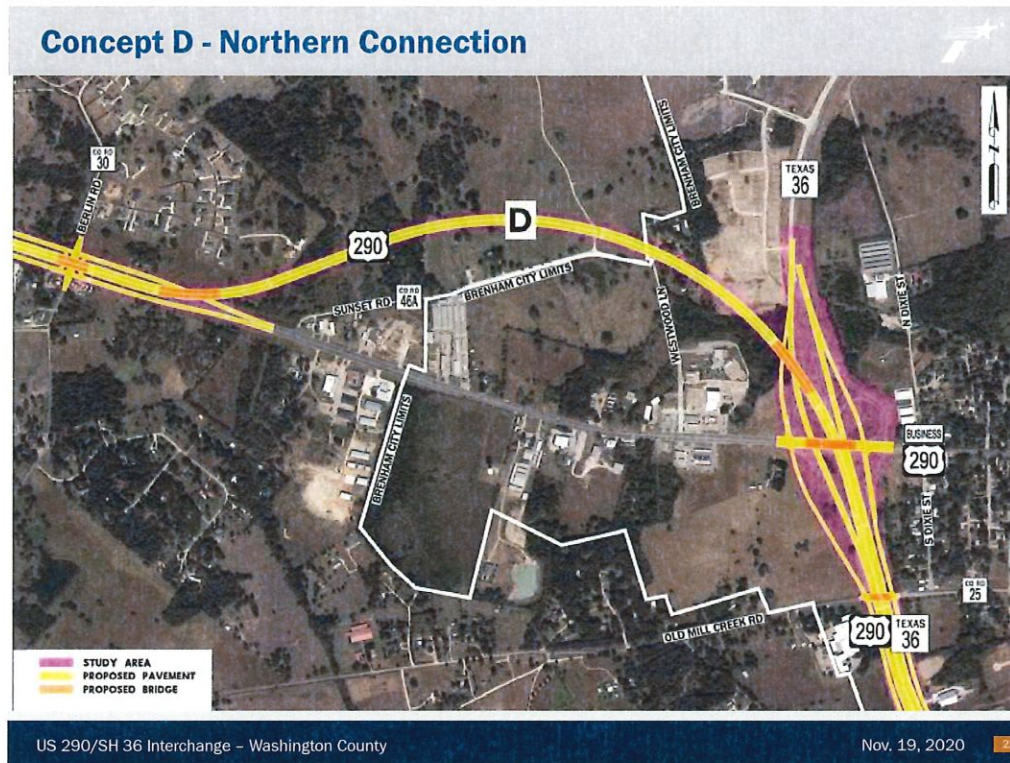
- Constructs a new two-lane roadway alignment in each direction just south of the existing US 290/SH 36 Intersection,
- It includes an uninterrupted direct connection providing continuous flow along US 290,
- It provides a direct connect tie-in west of Westwood Lane,
- It accommodates local access, and
- Requires right of way.



Concept C – the Split Northern Connection was an original concept previously developed and has been available to review on the project website. The purple shading identifies the study area, yellow shading identifies the proposed pavement, and orange shading identifies proposed bridges.

This concept:

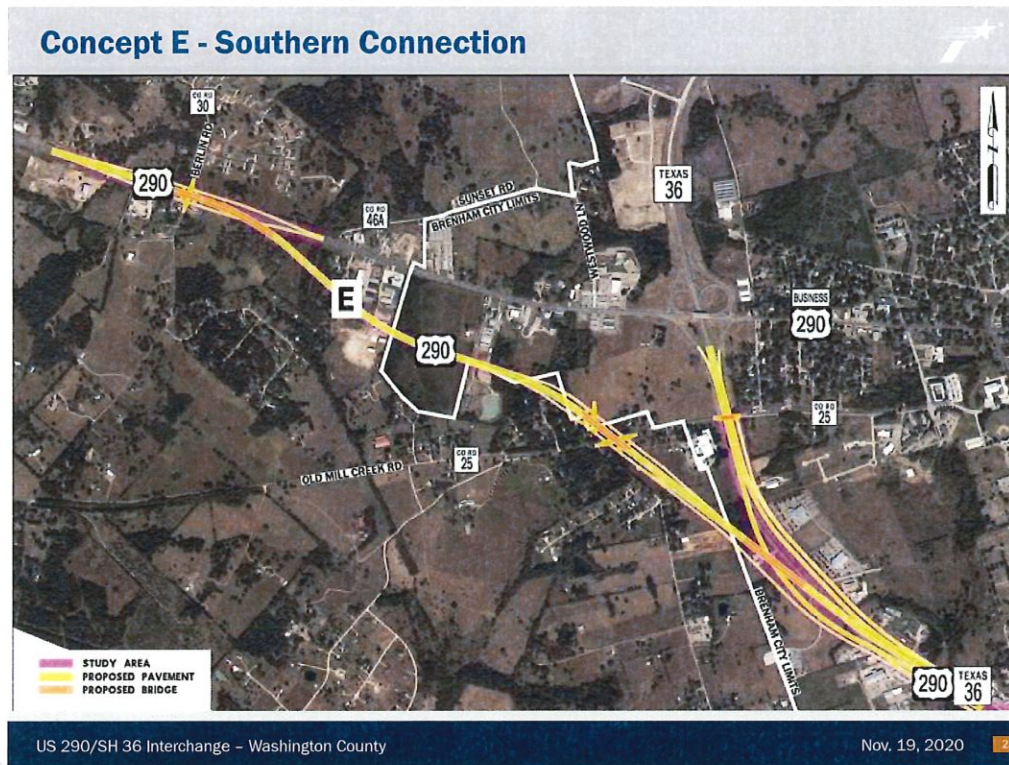
- Constructs a new westbound two-lane roadway alignment north of the existing US 290/SH 36 interchange, and a new eastbound two-lane roadway alignment just south of the existing 290/SH 36 interchange,
- It includes an uninterrupted direct connection providing continuous flow along US 290,
- It provides an eastbound direct connect tie-in west of Westwood Lane and a westbound direct connect tie-in near Berlin Road,
- It constructs overpasses at local roads including Westwood Lane,
- It accommodates local access, and
- Requires right of way.



Concept D – the Northern Connection is a new concept similar to Concept C, but it reroutes both the westbound and eastbound travel lanes to the north. The purple shading identifies the study area, yellow shading identifies the proposed pavement, and orange shading identifies proposed bridges.

This concept:

- Constructs a new two-lane roadway alignment in each direction north of the existing US 290/SH 36 Intersection,
- It includes an uninterrupted direct connection providing continuous flow along US 290,
- It provides a direct connect tie-in near Berlin Road and constructs an overpass at Berlin Road with U-turns for improved safety and connectivity,
- It includes a frontage road connection between Business 290 and Old Mill Creek Road to accommodate local access, and
- Requires right of way.



Concept E – the Southern Connection is a new concept. The pink shading identifies the study area, yellow shading identifies the proposed pavement, and orange shading identifies proposed bridges.

This concept:

- Constructs a new two-lane roadway alignment in each direction south of the existing US 290/SH 36 Intersection,
- It includes an uninterrupted direct connection providing continuous flow along US 290,
- It provides a direct connect tie-in near Berlin Road, which consists of an overpass with U-turns for improved safety and connectivity, as well as an overpass at Old Mill Creek Road with U-turns, as needed,
- It maintains the existing US 290/SH 36 intersection to accommodate local traffic. Regional main lane traffic will continue on US 290 through the direct connect, thereby reducing the traffic on the existing US 290/SH 36 intersection improving its operation, and
- Requires right of way.

Concept Scoring Matrix

	CONCEPT A DIVERGING DIAMOND INTERCHANGE	CONCEPT B CENTRAL DIRECT CONNECT	CONCEPT C SPLIT NORTHERN CONNECTION	CONCEPT D NORTHERN CONNECTION	CONCEPT E SOUTHERN CONNECTION
PROVIDE CONTINUOUS FLOW ON US 290					
MINIMIZE PROPERTY IMPACTS					
PRESERVE LOCAL ACCESS					
IMPROVE SAFETY					
REDUCE CONGESTION					
IMPROVE STATEWIDE AND LOCAL MOBILITY					

RELATIVE CONCEPT SCORE		
 POOR	 GOOD	 BEST

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A scoring matrix was created to compare the concepts being evaluated.



Environmental Process



Prior to December 16, 2014, the Federal Highway Administration, otherwise known as FHWA, reviewed and approved documents prepared under the National Environmental Policy Act, known as NEPA. However, on December 16, 2014, the Texas Department of Transportation assumed responsibility from the FHWA for reviewing and approving certain assigned NEPA environmental documents. This memorandum of understanding was renewed on December 9, 2019. This review and approval process apply to this proposed project.

Prior to December 16, 2014, the Federal Highway Administration, otherwise known as FHWA, reviewed and approved documents prepared under the National Environmental Policy Act, known as NEPA. However, on December 16, 2014, the Texas Department of Transportation assumed responsibility from the FHWA for reviewing and approving certain assigned NEPA environmental documents. This memorandum of understanding was renewed on December 9, 2019. This review and approval process apply to this proposed project.

Environmental Constraints within the Study Area



- Community Facilities
- Residential/Commercial Structures
- Hazardous Materials Sites
- Historic Markers and Bridges
- Oil and Gas Wells
- Historic Structures
- Archeological Sites
- Parkland
- Streams
- Wetlands
- Floodplains
- Protected Species

Downloadable Environmental Constraints Map available at www.txdot.gov, keyword search "US 290/SH 36"

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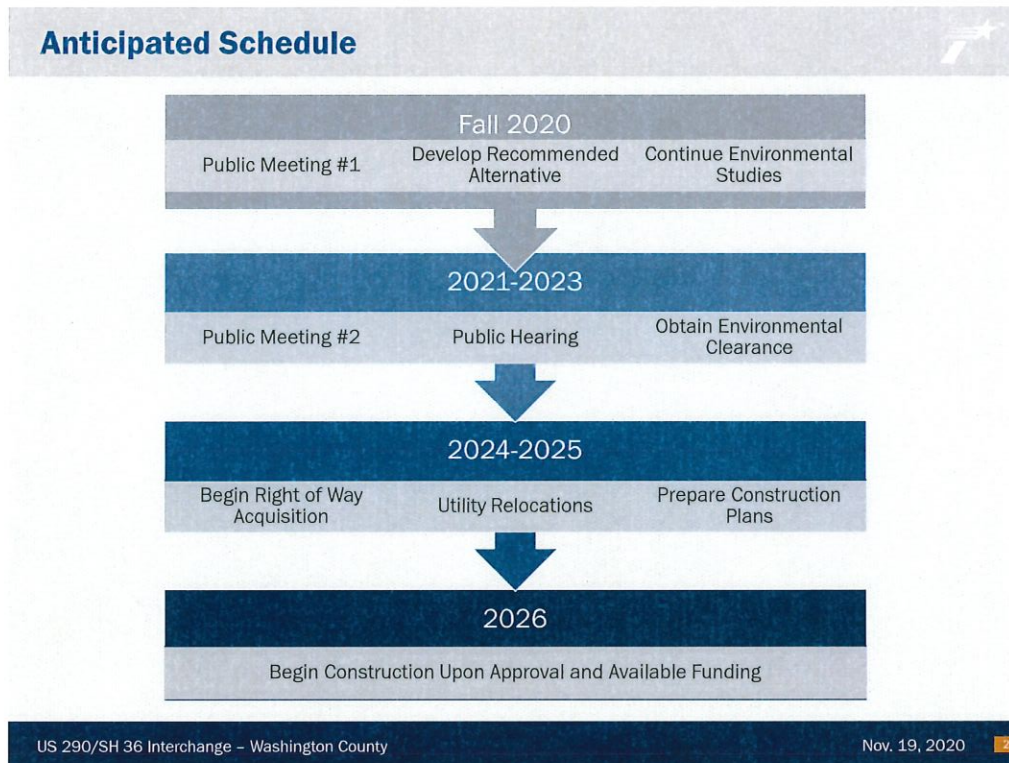
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Environmental constraints were gathered from readily available data sources to evaluate potential constraints along the project corridor. Typical environmental constraints include those shown on the slide. A downloadable version of the Environmental Constraints Map is available for viewing on the project webpage. Detailed environmental studies will be completed for the proposed project and summarized in an Environmental Assessment.



Anticipated Schedule

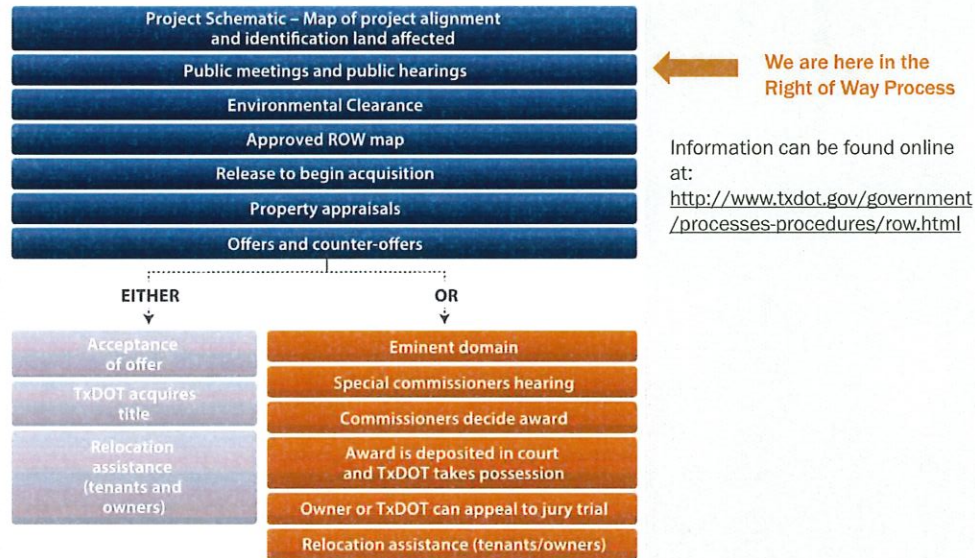


The anticipated project schedule following today's Virtual Public Meeting includes developing the recommended alternative and continuing the environmental studies. Public Meeting #2 and a Public Hearing are anticipated in 2021 to 2023 followed by environmental clearance. Right of Way acquisition is anticipated to start in 2024 with utility relocations and construction plans complete by 2025. Construction is estimated to begin in 2026 depending upon approval and available funding. Construction could take 2 to 3 years.



TxDOT Right of Way Process

TxDOT Right of Way Process



SOURCE: Texas Department of Transportation.

TxDOT graphic

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This slide illustrates TxDOT's right of way process. We are currently in the second step of the process identified as "Public meetings and public hearings". Information is available on the TxDOT Website outlining property owners' rights, the Right of Way process, and the help provided by the department in relocating tenants and property owners.

These can be found on the project webpage or additionally at the web address noted on the slide.

If you have any questions during the right of way process please contact the Bryan District Right of Way Specialist, Melissa Sevilla at (979) 213-7591.



Share Your Input

Share Your Input



Submit e-mail or mail-in comments by:

- Emailing: Steve.Higgins@txdot.gov
- Using the Online Comment Form at www.txdot.gov
 - Type “US 290/SH 36” in the keyword search box, then download, fill out the comment form, and mail it to:

TxDOT Bryan District
Attn: US 290/SH 36 Interchange
2591 N. Earl Rudder Freeway
Bryan, Texas 77803-5190

While comments are always welcome, they must be received on or before **Dec. 4, 2020** to be included in the official meeting documentation.

The public may call project staff at (979) 778-2165 during regular office hours or email project staff at any time in the project development process.

An online survey is available to provide additional project feedback. Look for the icon like the one here.



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TxDOT is committed to continuing our efforts to gain public feedback about this project. We understand this virtual public meeting format is a bit different, so let's take a few minutes and explain the comment process – which is the most important part of this video. Given our current COVID-19 situation, the Bryan District is asking the public to provide their comments in the following ways:

Emailing the Bryan District Project Manager, Steve Higgins at Steve.Higgins@txdot.gov.

Using the Online Comment Form at www.txdot.gov, Type “US 290/SH 36” in the keyword search box, then download, fill out the comment form, and mail it to:

TxDOT Bryan District
Attn: US 290/SH 36 Interchange
2591 N. Earl Rudder Freeway
Bryan, Texas 77803-5190

While comments are always welcome, they must be received on or before Friday, Dec. 4, 2020 to be included in the official meeting documentation.

The public may call project staff at (979) 778-2165 during regular office hours or email project staff at any time in the project development process.

An online survey is available to provide additional project feedback. Look for the icon like the one here.

Thank You



Thank You!

US 290/SH 36 Interchange – Washington County

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Thank you for participating in the Virtual Public Meeting.



Regular City Council
AGENDA ITEM 8.

Agenda Item: 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

Meeting Type: Regular Meeting-December 17, 2020

Department: Economic Development

Staff Contact: Susan Cates

Classification: Regular

SUMMARY STATEMENT:

The City and County passed an Interlocal Agreement in March, 2020 with an urgent need to get an agreement in place that would allow Susan Cates to manage Project Silver Crayon on behalf of the County--including the ability for her to present to the Commissioners in Executive Session. A termination date was included as December 31, 2020 with the ability to extend the agreement. The understanding with the County was that the agreement would be more thoroughly developed by the end of the year. In a subsequent item the revision will be presented for Council's consideration.

ATTACHMENTS:

- (1) Mutual Termination Agreement
- (2) ILA with County for Economic Development - March, 2020

RELEVANCE TO COMPREHENSIVE PLAN:

GP4 Brenham will be **COLLABORATIVE** by pursuing and maintaining partnerships in all arenas, including housing, transportation, infrastructure, economic development, emergency response, and arts and culture.

The Joint Ad Hoc Committee for Economic Development was the epitome of collaborative in their dedication to achieving an agreement that meets the needs of all entities.

RECOMMENDED ACTION:

Approval the termination of 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.

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement is entered into to be effective on the 17th day of December, 2020 between the CITY OF BRENHAM, TEXAS, referred to herein as "CITY," and WASHINGTON COUNTY, TEXAS, referred to herein as "COUNTY."

RECITALS

WHEREAS, CITY and COUNTY previously entered into the "Interlocal Agreement Between the City of Brenham and Washington County for Economic Development Services" which became effective on March 19, 2020 (referred to herein as the "March 19, 2020 ILA"); and

WHEREAS, CITY and COUNTY mutually desire to enter into a new and updated Interlocal Agreement for Economic Development Services to be effective January 1, 2021; and

WHEREAS, CITY and COUNTY mutually desire to waive the 60-day termination notice requirement of the March 19, 2020 ILA, and to mutually terminate said March 19, 2020 ILA on December 31, 2020;

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

1. The March 19, 2020 ILA is hereby terminated in its entirety effective December 31, 2020, and both the CITY and COUNTY are fully released and discharged from any and all obligations, benefits and requirements provided for in the March 19, 2020 ILA as of December 31, 2020.
2. CITY and COUNTY each hereby voluntarily waive any and all rights to the 60-day notice of termination as required of the other party as provided for in the March 19, 2020 ILA.

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

CITY OF BRENHAM, TEXAS

WASHINGTON COUNTY, TEXAS

Milton Y. Tate, Jr.
Mayor

John Durrenberger
County Judge

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Beth Rothermel
County Clerk

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR ECONOMIC DEVELOPMENT SERVICES**

WHEREAS, this Interlocal Agreement (“Agreement”) is entered into by and between the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as “City” and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as “County”; and

WHEREAS, the creation and retention of job opportunities that bring new wealth to the community is a high priority for both the City and County; and

WHEREAS, new jobs and capital investment benefits the area economy, provides needed opportunities, strengthens the real estate market and generates tax revenue to support the community services provided by both City and County; and

WHEREAS, both City and County acknowledge the benefits that constituents of each entity receive when new investment and increased job opportunities take place within the community; and

WHEREAS, regional and national competition for companies seeking to relocate or expand into a new community is significant; and

WHEREAS, the City and County recognize the value of an experienced economic development professional to manage the projects locating or expanding in Brenham and Washington County, and

WHEREAS, the City of Brenham currently employs a qualified economic development professional as its Director of Economic Development; and

WHEREAS, the City and County each hereby find that it would be mutually advantageous for the County to have access to the project management services of the City’s Director of Economic Development to facilitate collaboration and continuity in managing economic development projects; and

WHEREAS, projects may arise that are located in the County, but outside the City’s corporate boundaries, that would also be beneficial to the interests of the City and its residents;

NOW THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and County agree as follows:

1.0 Services

1.01 The City agrees to the following:

- a. To employ a Director of Economic Development possessing the qualifications deemed appropriate by the City; and
- b. To support the Director of Economic Development in allocating time to the project management activities required to secure capital investment and job opportunities from new and/or expansion business prospects in Brenham and Washington County; and
- c. The City Manager will provide direction to the Director of Economic Development regarding allocation of project management resources when the project is outside the City's corporate boundaries; and
- d. The City shall provide thirty (30) days' notice to the County in the event the City eliminates the position of Director of Economic Development as no longer viable or necessary to achieve the City's goals and objectives.

1.02 The County agrees to the following:

- a. To designate a member of the Commissioners Court as the primary liaison for economic development activity in the County; and
- b. To support the efforts of economic development in the County with County resources; and
- c. To participate in the process of economic development projects including but not limited to confidential project briefings of the County Commissioners Court by the Director of Economic Development in Executive Session as authorized by Texas Government Code Section 551.087.

2.0 Purpose

The purpose of this Agreement is to provide for the management of economic development projects in a collaborative and professional manner with the goal of securing suitable and sustainable projects for capital investment and job creation in Brenham and Washington County.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully

cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and (iii) has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this Agreement.

5.0 Term, Renewal

This Agreement shall be effective beginning March 19 2020, and shall remain in effect until December 31, 2020 ("Initial Term"). This Agreement shall automatically renew annually for a one (1) year period ("Renewal Term") on January 1st of each subsequent year. Either Party may terminate this Agreement at any time, with or without cause, by giving notice in the manner provided herein to the other Party at least sixty (60) days prior to the date of termination. Notwithstanding any other provision herein, if both parties hereto agree to terminate this Agreement with less than the required sixty (60) days' notice, said sixty (60) day notification period may be waived. Notice shall be provided pursuant to the terms set forth in Section 7.0.

6.0 Texas Law; Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or other legal proceeding concerning or arising out of this Agreement shall be in Washington County, Texas.

7.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent to the City pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-4059

Notices sent to the County pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either Party may change its address or notice under this Agreement by providing a written notice of the change to all other parties in compliance with this paragraph.

8.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

9.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

10.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

11.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

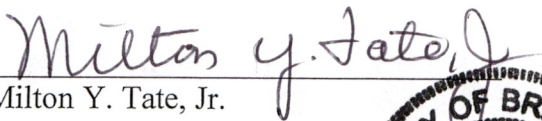
12.0 Attorney's Fees

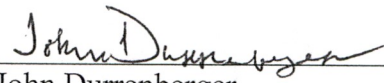
If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing Party shall be entitled to reasonable attorney's fees and costs of the action.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the 17 day of March, 2020.

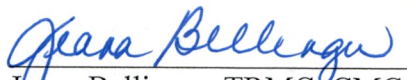
CITY OF BRENHAM

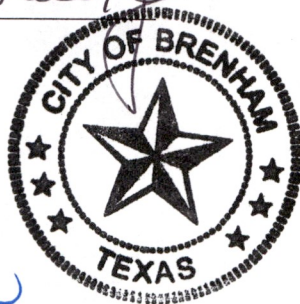
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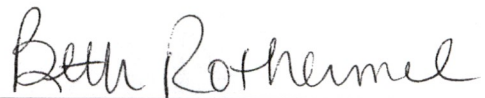

Milton Y. Tate, Jr.
Mayor


John Durrenberger
County Judge

ATTEST:


Jeana Bellinger, TRMC, CMC
City Secretary




Beth Rothermel
County Clerk



Regular City Council
AGENDA ITEM 9.

Agenda Item: 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

Meeting Type: Regular Meeting-December 17, 2020

Department: Economic Development

Staff Contact: Susan Cates

Classification: Regular

SUMMARY STATEMENT:

A joint committee comprised of Councilmember Clint Kolby, Councilmember Keith Herring, Commissioner Candice Bullock, Commissioner Kirk Hanath, BCDC Director John Hasskarl, EDF Chairman Tee Dippel, and EDF Chairman-Elect Blake Brannon reviewed the existing interlocal agreement passed in March, 2020. The following ILA is the recommendation from this ad hoc committee regarding changes to the ILA for Economic Development. The following are notable changes:

- Formally creates the Brenham | Washington County Economic Development Organization (BWEDO)
- The City Director of Economic Development will serve as the Director of BWEDO
- The County will contribute \$100,000 annually to the BWEDO
- Accountability City, County, BCDC & EDF by BWEDO with monthly, quarterly, and annual reports
- Formalize the Project Review Guidelines as Exhibit A of the ILA which outlines the process that BWEDO will follow in engaging community partners regarding potential economic development projects
- The original ILA is a 3-year agreement with subsequent renewal periods of 2-years
- Either party must provide the other party 180-days notice of intent to terminate.

ATTACHMENTS:

(1) ILA for Economic Development

RELEVANCE TO COMPREHENSIVE PLAN:

GP4 Brenham will be **COLLABORATIVE** by pursuing and maintaining partnerships in all arenas, including housing, transportation, infrastructure, economic development, emergency response, and arts and culture.

This ILA solidifies the relationship between community partners that impact our success in retaining and attracting high quality jobs and significant capital investment to our community.

RECOMMENDED ACTION:

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, and authorize the Mayor to execute any necessary documentation.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY FOR ECONOMIC DEVELOPMENT SERVICES

WHEREAS, this Interlocal Agreement (“Agreement”) is entered into by and between the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as “City” and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as “County”; and

WHEREAS, the creation and retention of job opportunities that bring new wealth to the community is a high priority for both the City and County; and

WHEREAS, new jobs and capital investment benefits the area economy, provides needed opportunities, strengthens the real estate market and generates tax revenue to support the community services provided by both City and County; and

WHEREAS, both City and County acknowledge the benefit that constituents of each body receive when new investment and increased job opportunities take place within the community; and

WHEREAS, regional and national competition for companies seeking to relocate or expand into a new community is significant; and

WHEREAS, the City and County recognize the value of an economic development organization managed by well-qualified and experienced professionals to manage the projects locating or expanding in Brenham and Washington County, and

WHEREAS, the City of Brenham employs a qualified economic development professional to manage the City’s Economic Development Department as the department’s Director; and

WHEREAS, the City and County each hereby find that it would be mutually advantageous for the County to have access to the project management services of the City’s Economic Development Department to facilitate collaboration and continuity in managing economic development projects and initiatives that are located in the County, but outside the City’s boundaries because they benefit the interests of the City and its residents; and

WHEREAS, the City and County find that it would be mutually advantageous in the competitive environment of economic development to support a unified economic development organization hereinafter known as Brenham | Washington County Economic Development Organization, hereinafter referred to as “BWEDO”; and

WHEREAS, the City and County agree that the Director of the City’s Economic Development Department will serve as the Director of the BWEDO, hereinafter referred to as “Director”;

NOW THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and County agree as follows:

1.0 Services

1.01 The City agrees to the following:

- a. To staff with an appropriately qualified person of the City Manager's selection a Director of Economic Development; and
- b. To support the Director of Economic Development in allocating adequate department time to manage the BWEDO; and
- c. To financially support the BWEDO by funding the Economic Development Department through the Brenham Community Development Corporation (BCDC), general government revenues for administrative support (accounting/finance, human resources, information technology, purchasing, etc.), and provision of professional office space for economic development staff; and
- d. To financially support special projects when the City and County jointly deem such projects to be mutually beneficial to the strategic activities of the BWEDO through funding by BCDC and/or City general funds at the City's discretion. Such projects will be funded in equal portions, fifty percent (50%) from City and fifty percent (50%) County; and

1.02 The County agrees to the following:

- a. To designate a member of the Commissioners Court as the primary liaison for Economic Development activity in the County; and
- b. To support the efforts of economic development in the County with County resources to include the investment of \$100,000 annually disbursed to the City of Brenham by January 31st of each year; and
- c. To financially support special projects when the City and County jointly deem such projects to be mutually beneficial to the strategic activities of the BWEDO through funding by BCDC and/or City general funds at the City's discretion. Such projects will be funded in equal portions, fifty percent (50%) from City and fifty percent (50%) County; and
- d. To participate in the process of economic development projects including confidential project briefings by the Director of Economic Development in Executive Session as authorized by Texas Government Code Chapter 551.

2.0 Accountability of the Brenham | Washington County Economic Development Organization

- a. Provide to City, County, Brenham Community Development Corporation (BCDC), and Brenham Economic Development Foundation (BEDF), hereinafter referred collectively as “Partners” a monthly prospect report in a format to be determined by the Director; and
- b. Provide to Partners quarterly reports in January, April, July, and October in a format to be determined by the Director. The report will include an expanded prospect report with additional detail regarding closed prospects, status reports on non-prospect activities: business retention and expansion, strategic goals, and marketing, and economic development tools and trends from a regional, state or federal level; and
- c. Provide to Partners an annual report in October of each year in a format to be determined by the Director. The annual report will serve as the quarterly report for October and include elements from the previous three quarterly reports consolidated in a single document and to include a summary of accomplishments and progress from the previous year’s plan of work and a plan of work for the subsequent year; and
- d. Director will be responsible for faithfully executing the Project Review Guidelines for the BWEDO, attached hereto as “Exhibit A” and incorporated herein for all pertinent purposes.

3.0 Purpose

The purpose of this Agreement is to provide for the management of economic development projects in a collaborative and professional manner with the goal of securing suitable and sustainable projects for capital investment and job creation in Brenham and Washington County.

4.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party’s discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and (iii) has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated

by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

5.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this Agreement.

6.0 Term, Renewal

This Agreement shall be effective beginning January 1, 2021, and shall remain in effect for three (3) years until December 31, 2023 ("Initial Term"). This Agreement shall automatically renew for a two (2) year period ("Renewal Term") on January 1st of each subsequent period. Either Party may terminate this Agreement, with or without cause, by giving notice in the manner provided herein to the other Party at least 180 days prior to the effective date of the Renewal Term. Notwithstanding any other provision herein, if both parties hereto agree to terminate this Agreement with less than the required 180 days notice, said 180 day notification period may be waived. Notice shall be provided pursuant to the terms set forth in Section 8.0.

7.0 Texas Law; Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or other legal proceeding concerning or arising out of this Agreement shall be in Washington County, Texas.

8.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent to the City pursuant to this Agreement shall be delivered or sent to the Mayor at the following address:

**Mayor
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059**

Notices sent to the County pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

**County Judge
Washington County
100 East Main Street, Suite 104
Brenham, Texas 77833**

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either Party may change its address or notice under this Agreement by providing a written notice of the change to all other parties in compliance with this paragraph.

9.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

10.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

11.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

12.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

13.0 Attorney's Fees

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing Party shall be entitled to reasonable attorney's fees and costs of the action.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the ____ day of _____, 2020.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Durrenberger
County Judge

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Beth Rothermel
County Clerk

EXHIBIT "A"

Brenham | Washington County Economic Development Organization Project Review Guidelines

I. Partners

The identified stakeholders for Economic Development who by affiliation constitute the Brenham | Washington County Economic Development Organization (BWEDO) are:

- Blinn College
- Bluebonnet Electric Cooperative
- Brenham Community Development Corporation (BCDC)
- Brenham Economic Development Foundation (BEDF)
- Brenham Independent School District
- Brazos Valley Council of Governments
- Burton Independent School District
- Chappell Hill Chamber of Commerce
- City of Brenham
- City of Burton
- Small Business Development Center at Blinn College
- Washington County
- Washington County Appraisal District
- Washington County Chamber of Commerce
- Workforce Solutions Brazos Valley

BWEDO is not intended as a formal organization with by-laws, boards, and regular meeting times, but rather a unifying vehicle that identifies **Partners** in Economic Development and creates a framework for future collaboration.

II. Community

The geographic territory of Washington County, including the City of Brenham, is the focus area of BWEDO and will be referred to as the **Community**. The Community includes all Partners listed herein above, as well as the individuals, businesses and organizations that participate in economic development within the Community and benefit from the increased economic vitality of our Community.

III. Vision

The **Vision** of the Brenham | Washington County Economic Development Partnership (BWEDO) is:

All communities in Washington County will enjoy a robust, diversified, and sustainable economy that supports families, businesses, and an ever-improving quality of life.

IV. Mission

We are establishing guidelines that encourage collaboration, communication, and consensus-building in the methodology surrounding new business attraction and existing business expansion initiatives of economic development in our Community. We will refer to these two parts of economic development collectively as Projects. We establish the following as our **Mission** for Projects in Brenham and Washington County:

Utilizing strategic cooperation between local entities, the BWEDO will grow and develop the economy of Brenham / Washington County, while constantly striving to preserve our heritage and improve the quality of life in our communities.

V. Projects

Any investment of new capital in our Community and/or creation of new jobs in our Community by an existing or new business may be considered a **Project**. Projects are not defined by the amount of capital invested or the number of jobs created. Small business and local entrepreneurs are a critical component of our healthy local economy and BWEDO strives to support these business ventures. However, the amount of capital investment and number of jobs created will impact incentive investment made in these businesses by our governmental Partners.

Projects may be developed by any of our Partners as we all discover opportunities for business growth in the Community. It is the goal and function of BWEDO that these Projects are shared with the appropriate Partners to foster and support the Project so that the investment and jobs are secured for the Community.

VI. Confidentiality

Economic development discussions are to be considered confidential. Partners may be privy to confidential company information from Projects and be asked to sign non-disclosure agreements (NDA) prior to participating in economic development negotiations. However, even without a formal NDA, maintaining confidentiality is important throughout the process.

There are many reasons why a company requires relocation or expansion plans held in the highest confidence. Some examples are:

- The company has not informed employees that they are considering a move. Release of this information prior to the company finalizing plans could cause loss of key employees that irreparably damages the company; or
- The Economic Development Organization requires financial, employment, product, or other information to complete an impact analysis. This proprietary information could provide competitors valuable business intel damaging to the company; or
- The company is considering multiple locations for their Project. Another community knowing that they are competing against our Community or the details of our incentive offer could cost us an advantage both with this Project and future Projects.

For these reasons, the constraints of the NDA are not released when the company selects their location (whether our Community is successful or not). Unless and until the company releases information to the public, the information is not ours to share and must remain confidential. In addition, information shared during economic development negotiations **may not be used in any way for personal gain, or advancement of individual business interests.**

If a Partner who is asked to serve on a Project review committee knows he/she has a conflict, an alternate representative from that Partner should be asked to serve. If the Director of Economic Development is aware, or becomes aware, of a conflict of interest regarding a particular Project, an alternate representative from that Partner will be asked to serve.

VII. Director of Economic Development

The **Director of Economic Development** is a paid staff employee of the City of Brenham. As sustainable economic growth throughout Washington County is beneficial for all Community Partners, the Director of Economic Development will also serve as the Director of the BWEDO. The Director is entrusted with

discretion on how to move Projects through the process as outlined in this document and will ensure that each Project receives appropriate Project management support regardless of the Project's location within the County.

When a Project is identified, the Director will work with the company to determine if the Project requires Community incentive investment to be successful in bringing the jobs and capital investment to Washington County, and if the Project meets the minimum criteria for economic development incentive programs as established by the State of Texas, Washington County, and/or the City of Brenham or Burton.

Regardless of whether the Project qualifies for incentive investment from the Community, or chooses to pursue incentive investment, the Director of Economic Development will coordinate with the Project to facilitate the business' relocation to, or expansion in, the Community. It is the stated goal of the BWEDO to provide assistance to all businesses and direct them to resources among the Partners for workforce, training, financing, community support/networking, permitting, etc.

If the Project is pursuing Community incentive investments, the Director will compile a Project file to include application and supporting materials from the business, research and data about the company, and will calculate the community impact analysis. If the Project is qualified, the Director will convene the BEDF Executive Committee and any relevant Partners to present the application, the analysis, and discuss a recommendation to forward the Project to the Economic Development Joint Committee.

VIII. Brenham Economic Development Foundation Executive Committee

The **Brenham Economic Development Foundation (BEDF) Executive Committee** is comprised of the Chairperson, Vice-Chairperson, Secretary, Treasurer, and Immediate Past-Chairperson of the BEDF. The BEDF Executive Committee will be the initial community review committee for all qualified Projects. In addition to the BEDF Executive Committee, relevant Partners that may add pertinent data or perspective to the evaluation of the Project will be called to participate in this initial community review meeting. The Director of Economic Development will serve as the coordinator of this community review committee and will be present for all meetings but will not have a vote in determinations. Once the Project is vetted, the BEDF President will provide an opinion letter regarding the Project that is forwarded to the Economic Development Joint Committee when considering the Project.

IX. Economic Development Joint Committee

The **Economic Development Joint Committee** is comprised of the Economic Development Sub-committee of the City Council as designated by that body, the Economic Development Sub-committee of the Commissioners Court as designated by that body, and the City Manager. When incentives are to be requested from other Partner organizations, representation from that organization will be included at the Joint Committee meeting to review the Project. In addition, the Joint Committee may at its discretion invite additional participants that bear unique insight or information regarding a particular Project. The Director of Economic Development will serve as the coordinator of the Joint Committee and will be present for all meetings but will not have a vote in determinations. Projects approved for incentives by the Joint Committee are presented to each governing body for approval according to applicable laws and statutes.

X. Incentive Approvals

Once a Project has been reviewed by both the BEDF Executive Committee and the Economic Development Joint Committee, the Project may be presented to the appropriate governing body for approval according to applicable laws and statutes. Whenever Projects seek incentives from more than one jurisdiction (for example both City and County), every attempt should be made to hold Joint Meetings to review the

Project. Joint Meetings provide for consistency in dissemination of public information, establish unity in the Community regarding the Projects, and encourage dialogue between governing units regarding economic development initiatives. However, each Project is a unique opportunity for our Community and the Partners rely on the professional judgement of the Economic Development Director to move the Project through each review and approval stage in the manner best suited to secure high-quality investment and job creation in our community.

XI. Economic Development Partners

The roles of the Economic Development Partners are subject to change and may be adjusted over time. However, the current roles and responsibilities are as follows:

- Blinn College:
 - Workforce education
 - Grant partnerships (Skills Development Fund)
 - Hodde Technical Education Center
 - Small Business Development Center
 - Entrepreneur Incubation (Science, Technology, Engineering & Innovation Center)
- Bluebonnet Electric Cooperative:
 - Electric utility (most of the remaining developable land in Washington County)
 - Infrastructure assistance
 - Economic Development resources (impact analysis, etc.)
 - Economic Development Incentives
- Brenham Community Development Corporation:
 - 4B Sales Tax-Funded Economic Development Organization
 - Land in Brenham Business Center and Southwest Industrial Park
 - Grant incentives
- Brenham Economic Development Foundation:
 - Business connection to community resources (private financing, real estate, etc.)
 - Networking, allies, and relationship building
 - Forum for information interchange (tips and best practices)
 - Workforce development (internships, needs assessment)
- Brenham ISD and Burton ISD:
 - Workforce education
 - Quality education for business attraction
 - Quality of life (athletics, fine arts, community education, opportunity for volunteers etc.)
- Chappell Hill Chamber of Commerce:
 - Business Networking
 - Community Engagement (resources to welcome the company and its employees)
 - Opportunities to volunteer
 - Community Marketing (website and social media)
- City of Brenham & City of Burton:
 - Development Services (zoning, land use, permitting, design & engineering)
 - Utility and road infrastructure
 - Current and informative website and social media
 - Economic Development Incentives (Tax Phase In, Chapter 380 agreements, TIF)
 - Main Street Organization

- Washington County:
 - Development Services (platting, inspections)
 - Road infrastructure
 - Economic Development Incentives (Tax Phase In, Chapter 381 agreements, TIF)
- Washington County Appraisal District
 - Evaluation of Project financial impact on taxing entities
 - Review of incentive projections
 - Annual compliance review of Projects that received incentive investment
- Washington County Chamber of Commerce:
 - Business Networking
 - Community Engagement (resources to welcome the company and its employees)
 - Business Retention & Expansion
 - Opportunities to volunteer
 - Community Marketing (website and social media)
- Brazos Valley Council of Governments and Workforce Solutions
 - Infrastructure (Fiber connectivity)
 - Regional Economic Development support (Comprehensive Economic Development Strategy)
 - Regional transportation planning
 - Workforce data & employment support

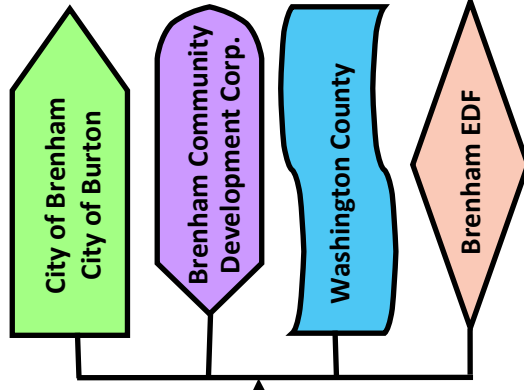
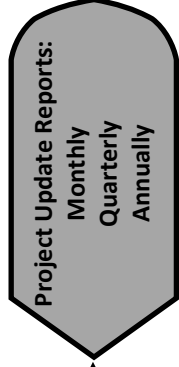
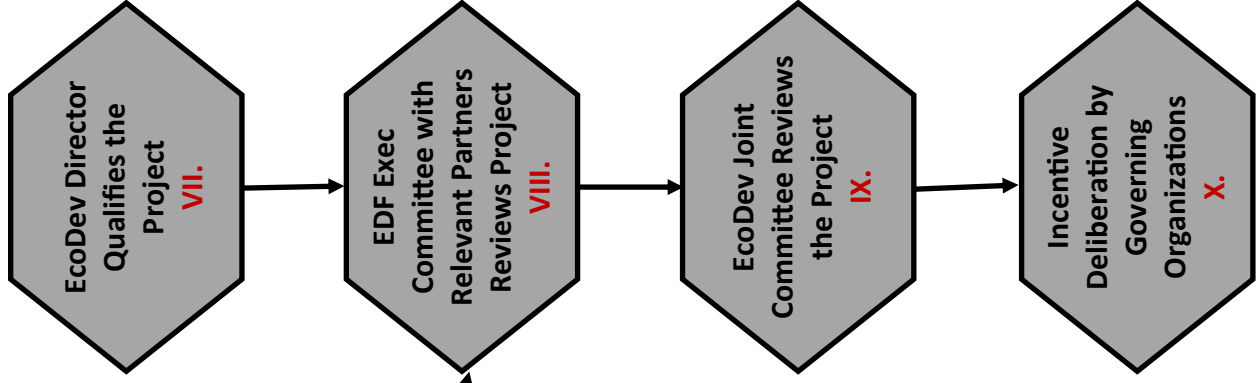
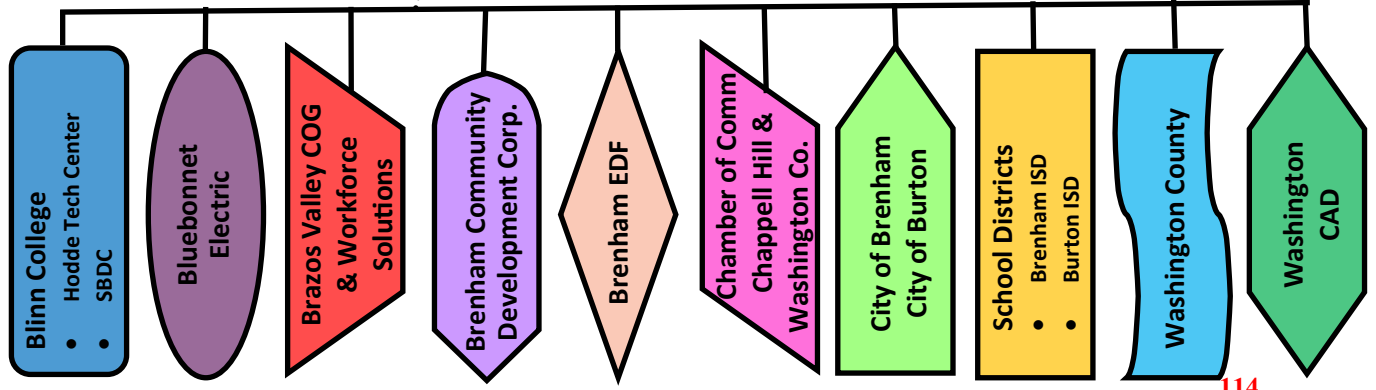
XII. Project Tracking Flowchart

Please see the attached Project Tracking Flowchart as adapted from the flowchart presented by Trent Petty, Petty & Associates, to the Partners in April, 2019.

BRENHAM | WASHINGTON COUNTY ECONOMIC DEVELOPMENT PROJECT TRACKING FLOWCHART

ECONOMIC DEVELOPMENT
PARTNERS

I.



The Project Tracking Flowchart is intended to accompany the BWEDO Project Review Guidelines. The red Roman numerals refer to sections within that document.



Regular City Council
AGENDA ITEM 10.

Agenda Item: 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

Meeting Type: Regular Meeting-December 17, 2020

Department: Finance

Staff Contact: Carolyn Miller

Classification: Regular

SUMMARY STATEMENT:

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. 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. 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.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

GROWTH CAPACITY: Strategic Action Priority #1 Capital Investments - Establish a more formalized Capital Improvements Plan (CIP) process for identifying, prioritizing and funding essential capital projects.

RECOMMENDED ACTION:

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.



Regular City Council
AGENDA ITEM 11.

Agenda Item: 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

Meeting Type: Regular Meeting-December 17, 2020

Department: Finance

Staff Contact: Carolyn Miller

Classification: Regular

SUMMARY STATEMENT:

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.

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.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

GROWTH CAPACITY: Strategic Action Priority #1 Capital Investments - Establish a more formalized Capital Improvements Plan (CIP) process for identifying, prioritizing and funding essential capital projects.

RECOMMENDED ACTION:

Approve 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.



Regular City Council
AGENDA ITEM 12.

Agenda Item: 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

Meeting Type: Regular Meeting-December 17, 2020

Department: Public Works

Staff Contact: Dane Rau

Classification: Regular

SUMMARY STATEMENT:

With Season 2 approaching for the Splashpad we have looked at additional improvements at the site. BCDC approved \$250,000 for Phase II which will include a small restroom facility. The Parks Board had input on this facility and is ok to move forward with a small facility. There was also a survey sent out at the end of Season 1 with almost every comment mentioning a closer option for a restroom. When determining what amenities, we add in Phase 2 the restroom became a top priority based off of the user's comments.

Due to this facility being a small footprint we have decided to work with Corworth Restroom Facilities on a single-family style restroom that can accommodate numerous family members at once. With the pre-engineered restroom it will come as a complete package and avoid long construction timelines and we feel it will suit the need. We will have a sidewalk leading from the splashpad to this location and also abide by all ADA requirements. We are currently working with Strand and Associates on a site plan and layout including making sure that all amenities are ADA approved. Other amenities in Phase 2 that are considered based on funding are breakout picnic areas, additional sidewalks, picnic tables, handicap parking off N. Valley St, and a buffer between Splashpad and residential street. Also, a combination bottle filling station and water fountain. All of these items were mentioned in the user survey.

We are asking council to approve the purchase of a single-family restroom facility with Corworth Restroom Facilities through Buyboard Contract No. 592-19 in the amount of \$90,802. Corworth is a Texas based company out of Marble Falls, TX. The facility will be CMU block exterior which will be painted with a small porch and metal roof. We will choose colors to fit in with the Splashpad.

We are still working on the terms and conditions of this purchase with Corworth and the City Attorney. Recommendation is contingent on mutual agreement between Corworth and City Attorney

ATTACHMENTS:

- | |
|--|
| (1) Turnkey Quotation
(2) Brenham - Restroom Facilities Limited Contract - Terms & Conditions |
|--|

RELEVANCE TO COMPREHENSIVE PLAN:

Parks and Recreation Goal PR 1: A continued provision of high-quality park space to meet the needs of residents and visitors.

RECOMMENDED ACTION:

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 \$90,802.00, contingent upon final approval of the contract by the City Attorney and authorize the Mayor to execute any necessary documentation



TURNKEY QUOTATION

PROJECT NAME: BRENHAM HENDERSON PARK SPLASH PAD RESTROOM BLDG
OWNER: THE CITY OF BRENHAM, TEXAS
DATE: DECEMBER 9, 2020

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

BUYBOARD CONTRACT 592-19

RFL BASE MODEL #	B101CE	@	\$ 70,552.00
INSTALL		@	\$ 9,000.00
TOTAL WITH BUYBOARD DISCOUNT		@	\$ 79,552.00
FREIGHT AND CRANE		@	\$ 11,250.00
TOTAL BUYBOARD W/ FREIGHT AND CRANE		@	\$ 90,802.00

Note: You must itemize your purchasing document as shown in this quote.

Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

____Initial ____Initial

Page 1 of 9

1707 Colt Circle, Marble Falls, Texas 78654 • Phone: 512.222.5454 • www.restroomfacilities.com

The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client's scope of work.

Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.
- C. Damage to existing improvements.
- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK

TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. Import six inches of $\frac{3}{4}$ - road base rock, and pour for a footing and/or piers.
- 2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.
- 2.12. Verify that pad is level and flat and at correct elevation.

____ Initial ____ Initial

Page 2 of 9

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3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). **If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT.** CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

- 4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.
- 4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.
- 4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the

main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.

- 4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.
- 4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

**Contract
for Henderson Park Splash Pad Restroom Building
Between the City of Brenham
and Restroom Facilities Limited**

This Contract for Henderson Park Splash Pad Restroom Building ("Contract") is entered into this day between the City of Brenham, a Texas municipal corporation, (the "City"), P.O. Box 1059, Brenham, Texas 77834 and Restroom Facilities Limited ("Contractor"), located at 1707 Colt Circle, Marble Falls, Texas 78654. The parties **Agree** as follows:

I. Scope of Work ("SOW")

- 1.1 Project Description.** Contractor shall provide all labor, supervision, material and equipment necessary to comply with Contractor's obligations in the Turnkey Quotation attached hereto as **Exhibit "A"** and incorporated herein. Nothing herein shall be construed as making the Contractor responsible for the "Client's Scope of Work" in Exhibit "A". Said work shall remain the responsibility of the City. To the extent terms within the Turnkey Quotation conflict with the terms herein this Contract shall control.
- 1.2 Payment.** Contractor shall perform the aforementioned work at the work site in exchange for payment by the City of Brenham in the amount of **Ninety Thousand Eight Hundred Two and No/100 Dollars (\$90,802.00)**. Contractor shall provide an invoice to the City within thirty (30) days after the City accepts the completed work pursuant to this Contract. The City shall pay Contractor within thirty (30) days after receipt of the invoice, following acceptance of the work completed in accordance with this Contract.
- 1.3 Term / Termination.** Contractor will begin the work ten (10) days after issuance of Notice to Proceed ("NTP") and will complete all SOW in no more than one hundred eighty (180) days from date of NTP. Time is of the essence to the completion of this Contract. At any time prior to the Contractor's completion of the services pursuant to this Contract, the City may terminate this Contract without penalty or damages, and upon such termination shall only owe Contractor for the cost of materials and services actually provided pursuant to this Contract prior to such termination, in an amount not to exceed the amount shown in the "Payment" section hereof.
- 1.4 Completion of Work.** Upon completion of the work, the work will be inspected by the City's Representative and be performed to his/her satisfaction in accordance with the Contract and specifications. The City's Representative will decide all questions which may arise as to the quality or acceptability of the work performed and the acceptable interpretations of the specifications and the acceptable fulfillment of the Contract on the part of the Contractor.
- 1.5 Hours of Work.** Contractor shall limit its hours of operation in the City of Brenham to the daytime hours between 8:00 a.m. and 5:00 p.m., prevailing Central Time, without prior authorization from the City's Representative. Contractor may not work on weekends or the following City holidays: (New Year's Day, Good Friday, Labor Day, Memorial Day, Independence Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas) unless notified otherwise by the City's Representative. Such notification may be oral or written. With prior notice the work site may be made available nights and weekends.
- 1.6 No Damage for Delay.** A delay in completion of this Project for any cause shall not entitle Contractor to additional payment from the City. Should the Contractor be delayed in the completion of any work by any act or neglect of the City, by other contractors employed by the City, by changes

in the work, by materials or labor shortages, or by unavoidable causes, then the Contractor may present a written request to the City for an extension of time for completing the work. If the basis for and the amount of the extension are determined by the City to be justified, then the City shall issue a written extension to the Contractor. Contractor's sole remedy for any hindrance or delay shall be an extension of time for completion of the work.

II. Insurance and Indemnity

2.1 INDEMNITY. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION INCLUDING ATTORNEYS' FEES AND EXPENSES BROUGHT FOR ANY INJURIES TO PERSONS OR DAMAGES TO PROPERTY IN CONNECTION WITH THE PERFORMANCE OR ATTEMPTED PERFORMANCE OF THIS CONTRACT. SO MUCH OF THE MONEY DUE CONTRACTOR UNDER THIS CONTRACT, AS SHALL BE CONSIDERED NECESSARY BY THE CITY, MAY BE RETAINED FOR THE USE OF THE CITY UNTIL ALL SUITS, ACTIONS, AND CLAIMS SHALL HAVE BEEN SETTLED AND SATISFACTORY EVIDENCE TO THAT EFFECT FURNISHED TO THE CITY. CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES IN ACCORDANCE WITH THIS CLAUSE REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, OF THE CITY OR THE CITY'S OFFICERS, AGENTS OR EMPLOYEES OR ANY CONDITION OF ANY PROPERTY OWNED OR CONTROLLED BY THE CITY.

2.2 Insurance. Until all activities under this Contract are completed, Contractor shall maintain the following described insurance, and shall notify the City of Brenham within thirty (30) days if any provision thereof is altered or modified in any way. Contractor shall furnish to the City a Certificate of Insurance from a company or companies licensed to write insurance in the State of Texas showing that the Contractor is covered by the following insurance:

A. Workers' Comp & Employer's Liability (contractor must comply with requirements. of Tex. Labor Code § 406.096 and 28 TAC § 110.110). In addition, insurance certificate must provide:

Policy Limits --- "Statutory Limits" box should be checked on certificate & coverage must comply with rules of Texas Workers' Compensation Commission applicable to public construction contracts.

Waiver of Subrogation against the City of Brenham and its officers, agents, and employees shall be included.

If any of the Contractor's employees engaged in hazardous work on the project under this Contract are not protected under the Worker's Compensation Statute, then the Contractor shall provide adequate employer's general liability insurance for the protection of this class of employees.

B. General Public Liability Insurance as follows:
\$1,000,000 for injuries per occurrence and \$100,000 for property damage per occurrence
OR

\$1,000,000 combined single limit per occurrence

The policy shall name the City of Brenham as an additional insured, be on the commercial general liability form, and include a waiver of subrogation against the City and its officers, agents, and employees. The policy shall provide a products/completed operations endorsement and coverage for contractual liability and acts of independent contractors. No XCU (explosion, collapse and underground) exclusions will be allowed.

C. Comprehensive Motor Vehicle Liability Insurance on all motor vehicles (other than off-road equipment) used in connection with the contract: Contractor shall comply with the insurance requirements of the State of Texas for operating a motor vehicle used to commute to the worksite; however, if the work on the worksite will be performed with a motor vehicle registered with the State of Texas, then the requirements shall be as follows:

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

The policy shall name the City of Brenham as an additional insured and include a waiver of subrogation against the City and its officers, agents, and employees.

D. The Contractor will require all subcontractors who provide services on the project to adhere to these requirements.

E. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only. Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance. "Claims Made" policies will not be accepted.

III. Miscellaneous

3.1 Project Guarantee. Contractor warrants that all work under this Contract will be free from faulty materials and improper workmanship, except from proper and usual wear, and agrees to replace or re-execute, without cost to the City, all work found to be defective, improper or imperfect, and make good all damage caused to other work or materials due to such required replacement or re-execution. The warranty shall cover a period of one (1) year from the date of the City issues the "Certificate of Acceptance" for this Project.

3.2 Compliance with Laws & Barricading. During the performance of this Contract, Contractor shall comply with all federal, state, and City laws and regulations. Contractor shall remove all debris resulting from the work being performed to a suitable site for disposal, and shall dispose of same in a manner that does not violate any City, State, or federal law or regulation. If any portion of the work under this Contract is to be performed in a public street or right-of-way, Contractor shall be solely responsible for all barricading and shall equip and maintain all work sites in accordance with applicable provisions of the Texas Manual on Uniform Traffic Control Devices and all other applicable laws and/or regulations.

3.3 Protection of Property. Contractor shall avoid damaging or unlawfully entering privately owned property. Before beginning work, the Contractor shall view all pipes, wires, conduits, poles or other structures within or adjacent to the work which may affect operations. Contractor shall be

responsible for damage caused by his/her agents, employees, and subcontractors in the performance of the work provided pursuant to this Contract. Contractor shall protect all City and private property, including, but not limited to, driveways, streets, sidewalks, pipes, fences, utilities, structures, shrubs, and trees. Contractor shall report all property damage to private or public property to the City and shall repair and/or compensate any damaged party for the repair or replacement of property damaged by the Contractor. The City's Representative may inspect and approve any such repairs prior to authorizing payment under this Contract.

3.4 Non-performance or Misfeasance. If Contractor fails to begin the work within the specified time, fails to perform the work with sufficient workmen & equipment, fails to use sufficient materials or equipment to ensure completion of the work within the Contract time, fails to complete the work within the Contract time, performs the work unsuitably, fails to remove materials or re-perform rejected work, discontinues prosecution of the work without authority, fails to pay workers or subcontractors in a timely manner, commits an act of insolvency, or otherwise fails to complete the work appropriately, then the City's Representative may give notice to Contractor of such delay, neglect or default. If Contractor fails to correct the deficiencies within seven (7) calendar days after the notice, then the City may prosecute the work out of the hands of the Contractor and enter into an agreement for the completion of the project or use such other methods as the City's Representative determines are appropriate for completion of the project. The City may deduct all costs necessitated by the breach and completing the work from any funds due to Contractor. If the City's cost of remedying the breach exceeds the amount payable under the Contract, then the Contractor shall pay to the City the amount of such excess.

3.5 No Subcontractors or Assignments. Contractor shall perform this Contract with its own crews. Contractor shall not assign or subcontract any part of this Contract or duties, rights, compensation or work to be performed hereunder without the approval of the City's Representative, which may be withheld for any reason or issued subject to additional conditions as established by the City's Representative. No sub-contract will, in any case, relieve the Contractor of his responsibility under the Contract. Written consent to sublet, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract.

3.6 Venue. This agreement is performable and is to be governed by the law applicable in Washington County, Texas. Exclusive venue for any lawsuit, litigation, action or other legal proceeding arising under or involving this Agreement shall be in Washington County, Texas.

3.7 Independent Contractor. In performing services under this Contract, the relationship between the City and Contractor is that of independent contractor, and the execution of this Contract does not change the independent contractor status of Contractor. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor or any agent, servant or employee of Contractor an agent, servant or employee of the City.

3.8 Liquidated Damages. The Contractor acknowledges and agrees that the time for the final completion of the work described herein is a reasonable time, taking into consideration all conditions and usual conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadline for final completion are fixed and agreed upon by the Contractor because of the impracticality and extreme difficulty in fixing and ascertaining actual damages that the City in such event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment and from final payment. If the Contractor should neglect, fail, or refuse to finally complete the

Work within the time specified in this Contract, or any proper extension thereof granted by the City, then the Contractor does hereby agree as part of the consideration for the awarding of this Contract, that City may withhold permanently from the Contractor's total compensation the sum of Two Hundred and Fifty Dollars (\$250.00) for each and every calendar day that the Contractor shall be in default after the time for finally completing the work, not as a penalty, but as liquidated damages for the breach of this Contract.

3.9 Waiver. Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of the City party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

3.10 Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the company for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least ten (10) days written notice to the other parties in writing of such change.

3.11 Entire Agreement. It is understood that this Contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations hereunder.

Executed on the _____ day of _____, 2020.

City of Brenham

Restroom Facilities Limited

Milton Tate, Mayor

John Putnam, President

seal

seal

Attest:

Attest:

Jeana Bellinger, City Secretary

Signature

Form Approved:

Cary Bovey, City Attorney



Regular City Council
AGENDA ITEM 13.

Agenda Item: 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

Meeting Type: Regular Meeting-December 17, 2020

Department: Library - 146

Staff Contact: Andria Heiges

Classification: Regular

SUMMARY STATEMENT:

The Library continues to pursue our goal of staying current with new technology and investing in tools that benefit our community. We are proposing the purchase of a FE Smart Bin with Smart Assist technology.

In order to deliver positive experiences for both library users and staff, we have looked for methods and technologies to automate our workflows and processes. We currently use 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. Currently, items waiting to be sanitized and checked in, remain piled up and listed on a patron's account until staff can check them in at designated times. The Smart Bin would resolve the backlog issue.

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.

ATTACHMENTS:

- (1) Sole Source Smart Bin Letter
- (2) Smart Bin Proposal

RELEVANCE TO COMPREHENSIVE PLAN:

Goal GC 1. Continued investment in maintenance and upgrades to City-owned utilities and facilities. (page 43)

RECOMMENDED ACTION:

Approve 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.



Telephone: 1 300 731 991
www.fetechgroup.com
PO Box 108 NEWCOMB VIC 3219 AUSTRALIA
ABN 25 138 362 026



December 03, 2020

To Whom It May Concern,

Re: Sole Source Justification for the FE Technologies Smart Bin

This letter is to confirm that the RFID Enabled Smart Bin is a sole source product, manufactured, sold and distributed exclusively by FE Technologies Pty Ltd. No division of FE Technologies, nor any other company, makes a similar or competing product with the same features as the RFID Enabled Smart Bin.

The RFID Enabled Smart Bin must be purchased directly by institutions from FE Technologies. There are no agents or dealers authorized to represent this product.

The RFID Enabled Smart Bin is a unique product that includes valuable intellectual property that is solely owned by FE Technologies. The RFID Enabled Smart Bin is 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 RFID Enabled Smart Bin meets the specific requirements of the library to provide an essential and important tool for Libraries.

If you require any additional information, please do not hesitate to contact me on 940.300.2026 or visit our website www.fetechgroup.com

Sincerely,

Scotty Gage
VP of Sales North America
FE Technologies



FE Technologies
RFID your way

enquiries@fetechgroup.com
www.fetechgroup.com

LIBRARY RFID PROPOSAL

RFID SOLUTION



PREPARED FOR:

Andria Heiges

**NANCY CAROL ROBERTS
MEMORIAL LIBRARY**

536 Silicon Dr Ste 100
Southlake, TX 76092
Dustin.Lamm@FETechGroup.com
www.fetechgroup.com

Proposal issued:
August 18 2020

Proposal valid to:
November 18 2020





”

RFID YOUR WAY

FE Technologies has transformed the way our library clients work – creating efficient circulation processes and designing an outstanding user experience for the library’s own customers.

Here are just some of the ways FE Technologies has worked with libraries to create an RFID system that works for each individual library – RFID Your Way.

ANDREW POWELL
Director



ABOUT US

FE Technologies has grown from its inception in 2007 into the most successful supplier of library RFID products in Australasia and have now branched out to the US where we have already won several large contracts in libraries across the country. Our Research and Development facility has been at the heart of our growth in RFID technology and we have developed an innovative range of library RFID products. We now employ some 30 staff across a range of roles from R&D, to sales and marketing, technical support and customer service. Since 2014 FE Technologies is now part of Invengo International, a world-renowned RFID company that is a research and development powerhouse for RFID. We are now teaming our own Research and Development Team with the Invengo laboratory to develop some truly exciting library RFID products.

WE BUILD MEANINGFUL AND WORKING RELATIONSHIPS WITH OUR CLIENTS!

Once a new library comes on board, FE Technologies works towards building meaningful relationships. During the project phase of retrospectively tagging your collection and installing equipment. Initial interactions are made with our project team. After installation avenues of communication are always open; you have the ability to request new features, provide feedback, and contribute via the user group.

WHO WE ARE

Based in Geelong, Victoria, FE Technologies has its roots as a printing company dating back to the 1920s. In 2005 we started to talk to Australian libraries and discovered there was a need for a value for money library RFID solution that really worked. We set about developing a suite of library RFID products that make every process in the library more efficient, from loans and returns to security and stocktake. In 2007 we won our first library RFID contract and now boast over 250 library groups comprising 500 sites across Australasia and South East Asia. Our in-house Research and Development Department that is dedicated solely to Library RFID-based R&D has allowed us to keep pace with the changing trends of the library market and to lead the way with new library products and



WHAT WE DO

We are committed to technological innovation and the ability to provide a total solution for libraries. We keep in the forefront of our minds the company's mission - to promote the construction of "smart libraries" and build knowledge sharing through strategic layout, and resource integration. We want to give the ability to achieve knowledge sharing worldwide! We will create a "global industrial ecology focused on books and knowledge dissemination".

OUR PRODUCT RANGE

LOOK WHAT WE CAN DO FOR YOU



WE ARE DRIVEN BY CREATING EXPERIENCES THAT
DELIVER RESULTS FOR YOUR LIBRARY AND FOR YOUR
PATRONS.



CORE
COMPETENCIES



LIBRARY SOLUTIONS

**ANYTHING YOU WANT, WE WILL DO, WE
WILL GO ABOVE AND BEYOND YOUR
PROJECT.**

FE Technologies uses a specialised Project Management Team to implement RFID that has direct access to the resources of our

Research and Development, Customer Service, Support, and Production Teams. Effective and accurate communication is important to minimize any delays or risks during your conversion to RFID.



SUPPORT

You can rely on us to always support your system



100% SELF SERVICE

We will work with you to work towards 100% self-service for both borrows and returns. Let us share our returns experience with you.



LIBRARY SPECIALISTS

You have access to our 10 + years of experience



QUALITY CERTIFIED

You have the confidence that our processes are tested



AGILE DEVLEOPMENT

If you warrant development, you can get it quickly



CLOUD REPORTING

Access to statistics from anywhere

SORT ASSISTANT

RETURNS



Minimise time spent in your returns room by processing multiple items and increase accuracy at the same time.

The FE Technologies' Sort Assistant features a touchscreen computer, receipt printer, and RFID pad. When multiple items are placed on the Sort Assistant pad, the screen displays sort criteria for each item via color-coded bars. Libraries can customize their sort criteria according to their own individual needs that are based on their collection and business rules. All items that are "on hold" or "in transit" can automatically have a customised receipt printed.

A backdate feature is available for processing uncaptured returns from a holiday, weekend, or similar situations.

**available as an upgrade to the Circulation Assistant*

▼ THE CHALLENGE

- Improve efficiency and accuracy of returns processing
- Eliminate Claim Returns
- Reduce RSI
- Reduce time spent manually checking in and sorting items

▼ OUR SOLUTIONS

- Process multiple items
- Simple color coded sort criteria
- Auto print hold and transit slips
- Ability to backdate returns
- Built in Set management
- Library Live reporting

PRODUCT CODE: LIB-099

KEY FEATURES



MULTIPLE ITEM PROCESSING



COLOR BASED SORT CRITERIA



AUTO PRINT TRANSIT SLIPS AND HOLD RECEIPTS



SINGLE STEP PROCESS



UNLIMITED SIP2 SORT CRITERIA



SET MANAGEMENT READY



BACKDATE RETURNS

SMART BIN

RETURNS



PRODUCT CODE: LIB-034

KEY FEATURES

The Smart Bin provides a solution for two potential library processes; the first is claim returns, and the second is a customer service issue for libraries with a book limit for patrons.

The Smart Bin is the most accurate mass returns solution on the market. When coupled with a Sort Assistant, it provides a 100% return solution. Items dropped in the bin are automatically checked in and removed from a patron's card. The FE Technologies' Smart Bin features a robust electronic returns bin with an internal scissor lift, which automatically glides up and down as required, so your library staff doesn't have to reach, bend, or stretch to retrieve items from the bin. It has a large capacity, with the ability to hold around 600 items.

▼ THE CHALLENGE

- Self-service returns
- Eliminate customer service issues when patrons cannot borrow items as returned items have not been taken off their account
- High impact returns – e.g. returns prior to children's reading sessions
- Eliminate the requirement to have library staff in returns room full time

▼ OUR SOLUTIONS

- Allows patrons to return multiple items
- Items returned to LMS
- 600 book capacity
- Eliminates need for full time library staff in returns room
- Accurate self-returns option eliminates claimed returns and improves customer service



LARGE CAPACITY UP TO 600 ITEMS



AUTOMATICALLY CHECKS IN ITEMS



PATENTED READING ALGORITHM HIGH ACCURACY RATE



RETURNS MONITOR



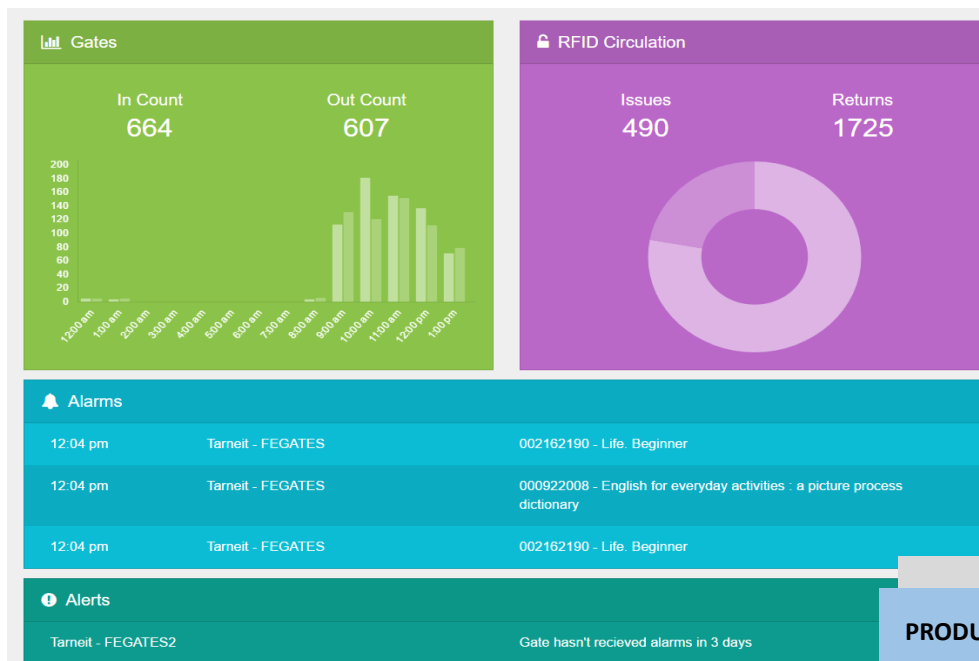
AUTOMATICALLY MOVES UP AND DOWN



PAIR WITH SORT ASSISTANT

LIBRARY LIVE

CLOUD DATA STORAGE



PRODUCT CODE: LIB-117

KEY FEATURES



CLOUD STORAGE



EQUIPMENT STATUS



DASHBOARD



REPORTS



SECURITY ALERTS

The FE Technologies' dashboard application Library Live is a Cloud-based web interface that allows you to view and report on various transactions and conditions of the FE Technologies RFID equipment in your network. The Library Live is accessible from any PC in the network or any mobile device with web access. The Dashboard screen shows the live operating conditions of your RFID equipment including Security Gate alarms, traffic reports, circulation levels (check-in and check-out figures), and equipment connectivity status. You can also view each device in the network via the Management Console, which displays an icon and alert for conditions such as receipt paper low/out, loss of connectivity, LMS offline, etc.

Libraries can also view individual library data of a consolidated library networks data.

THE CHALLENGE

Remove the need for library to set up and manage a database of their own database locally. Reduce the need of IT overhead related to a RFID solution.

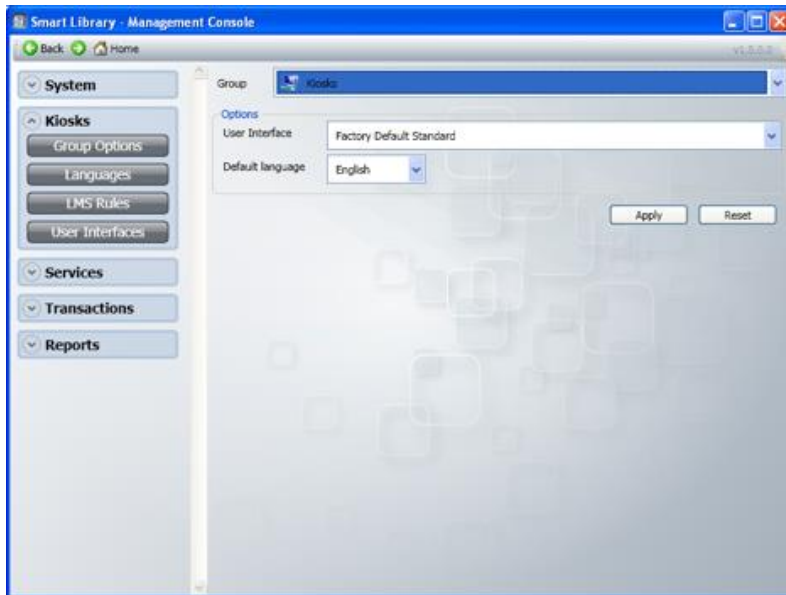
OUR SOLUTIONS

All transactional data by default is saved to our Microsoft Azure infrastructure. Each library has their own partition guaranteeing individual library privacy.

Access to the data is made two ways – using a live dashboard available via web browser or using our management console.

MANAGEMENT CONSOLE

LIBRARY MANAGEMENT



It is important for library management staff to be able to manage, monitor and configure all the RFID equipment in the library. The FE Technologies Management Console is the software used to monitor and configure the RFID equipment. The Management Console, has multiple access levels, is designed to allow staff to alter operating parameters themselves without requiring FE Technologies staff to perform the changes. Most functionality does not require a high level of IT knowledge or knowledge of code. The Management Console features a dashboard for viewing the operational status of the equipment, a range of reports relating to each RFID product, plus a huge range of customisation options so you can tailor your FE Technologies RFID products to suit the requirements of your own library, and to create the ultimate patron experience.

▼ THE CHALLENGE

To set up, customize, manage, diagnose, and report on the RFID solution.

▼ OUR SOLUTIONS

Set up system by selecting RFID tag formats, ILS integration, business rules, User Experience, functionality, language options and offline mode.

View the status of the system and report on transactions.

Diagnose system by using SIP2 viewer.

KEY FEATURES



ACCESS

MULTIPLE ACCESS LEVELS



CONFIGURE

CONFIGURE



UX

USER EXPERIENCE



REPORTS

REPORTS



DIAGNOSIS

DIAGNOSIS



UPGRADE

UPGRADE

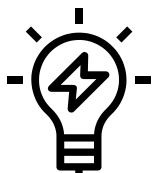
OUR TEAM

AMAZING PEOPLE WORKING AS A TEAM

LEADERSHIP



WE ARE READY TO CAPTURE GREAT IDEAS
AND TRANSFORM THEM INTO AMAZING
SOLUTIONS THAT SOLVE YOUR PROBLEMS



**ANDREW
POWELL**

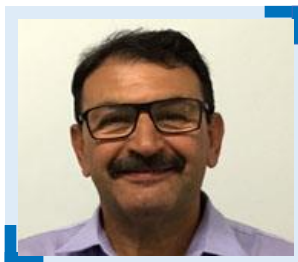
Director/CEO



Andrew Powell is the Director of the FE Technologies. Andrew has several years' experience in management and production, as well as extensive experience in RFID technology. Andrew steers the operations of the company towards greater efficiencies and enhanced productivity.

**PETER
FERENDINOS**

Director of Sales



Peter's focused and driven management style of the sales and marketing teams, since it's inception FE Technologies has seen a gain and strong foothold in Australia, New Zealand and South East Asia. Peter leads a sales and marketing team that is focused on job specialization which has led to huge efficiencies in our sales process, which in turn leads to a real win-win when it comes to delivering relevant RFID solutions to libraries.

**SCOTTY
GAGE**

**VP
Of Sales - US**



Scotty has been working with libraries in the USA creating solutions that make a difference since 2013. His passion for helping libraries do more and having a greater impact on communities has led him to be one of the most successful Business Development Executives in the Industry. Scotty also has had success in building and leading Sales teams to be successful in various industries. He considers himself to be a servant leader passionate about helping others.

**DUSTIN
LAMM**

BDE, CENTRAL US



Dustin has been serving the library industry for well over 18 years. Dustin has a wealth of knowledge and experience when it comes to improving circulation management having worked in both the ILS and RFID realms. He has considerable experience in working with libraries, of all sizes, better serve their patrons while becoming even more efficient, Dustin is well-positioned to advise you on the best RFID equipment to meet your library's unique requirements.



**WE ARE DRIVEN BY CREATING EXPERIENCES THAT DELIVER RESULTS FOR YOUR
BUSINESS AND FOR YOUR CUSTOMERS.**

**JARRED
STEENVOORDEN****R&D Manager**

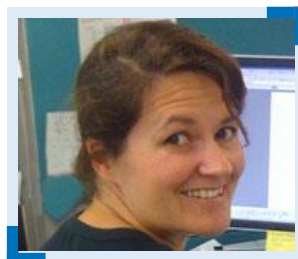
Jarred heads up the FE Technologies Research and Development Team and is behind our innovative software across our entire suite of RFID equipment. Jarred and his team are responsible for the development and quality assurance of new software features, enhancements, and fixes. He has 13 years of professional full stack development experience using .NET, Java, AngularJS and VueJS along with writing firmware for embedded systems. Jarred leads the concept through to market process for the team for new

**CLINT
AGUSTSSON****Hardware Development
Manager**

Clint has 15 + years IT experience and has hands-on involvement in the development of the FE Technologies Library systems. Clint heads up the Hardware Team in the R&D lab. Clint is often a point of contact for escalated work tickets that require development work and is also in charge of the creation of new products and enhancements. Clint and his team are responsible for hardware development and enhancement, compatibility, and software integration. Clint is an expert in automated materials handling.

**CYNAN
MCWILLIAM****Support Manager**

Cynan is an integration specialist with 18 + years of experience across Asia-Pacific. Recently returning from a ten-year stint in Hong Kong providing sales and technical support for postproduction and broadcast customers across Asia. Prior to that he had similar postings in Bangkok and Wellington. He brings extensive workflow, networking, and technical knowledge to the team. Cynan heads up the support team and is a point of escalation for any unresolved issues.

**KYLIE
MOSS****Operations Manager**

Kylie brings 10 years of quality assurance and auditing experience to her role. She works closely with the CEO to ensure high-level operational KPIs are met. Kylie is available to transitioning libraries during business hours. Kylie coordinates the installation and training for each new RFID customer and liaises with key stakeholders at the library throughout the transition process. Kylie will be the main point of contact throughout the project phase and will be available to the library full-time (during business hours) until final sign-off.



WE ARE DRIVEN BY CREATING EXPERIENCES THAT DELIVER RESULTS FOR YOUR BUSINESS AND FOR YOUR CUSTOMERS.

OUR PORTFOLIO

OUR BEST PROJECTS



RFID CONVERSION

Library: Deschutes Public Library

The completely outsourced project management of the conversion of this large collection enabled Deschutes library to quickly move forward with their RFID project – this was facilitated and managed by FE Technologies using our own specialist conversion manager.



CITY LIBRARY

Library: Geelong Regional Library Corporation

The new Geelong Library was awarded the Sir Zelman Cowen Award in 2016 for the “vertical village” design of the new library. The library is a significant landmark in the city. FE Technologies supply GRLC a full range of Library RFID solutions.



UNIVERSITY LIBRARY

Library: University of Sydney

The University of Sydney migrated to RFID in 2017. The University has collection of 1.1 million items, 55,000 students and 15 branches. A full RFID solution is used including an 11-bin sorter with 4 different return points; 2 interior, 1 exterior and 1 staff return.



WE ARE PROUD TO PRESENT SOME OF OUR CLIENTS

We exist to create value for our customers on a long-term basis by building a state-of-the-art RFID solution that enhances the library's business.





PROJECT MANAGEMENT

YOUR PROJECT AT A GLANCE



PROJECT MANAGEMENT & INSTALLATION PROJECT OVERVIEW

FE Technologies has documented each and every step of the journey that library staff will undergo to successfully implement RFID in their library. The installation process has been developed and refined based on our experience of installing RFID in over 1,000 individual libraries throughout the world

FE TECHNOLOGIES USES A SPECIALIZED PROJECT MANAGEMENT TEAM TO IMPLEMENT RFID THAT HAS DIRECT ACCESS TO THE RESOURCES OF OUR SUPPORT, RESEARCH AND DEVELOPMENT, CUSTOMER SERVICE, AND PRODUCTION TEAMS



TRANSITION MEETING

The Transition Meeting is an internal FE Technologies Meeting that transfers ownership of the project from the Business Development Team to the Project Manager once a contract has been signed. The objective of this meeting is for the Transition Manager to take ownership of the project and to gain an understanding of the Library's expectations. The RFID Coordinator monitors the project plan against the execution.



PROJECT PLANNING

The Project Planning stage is co-ordinated by the Project Manager and a synopsis of the process executed to complete the planning stage is:

1. Ordering of hardware and software
2. Gathering of Business Rules and Technical Information from the Library
3. Manufacture/assembly instructions to specifications
4. Deposit invoice
5. Scheduling delivery dates for equipment
6. Development of installation plan
7. Installation of equipment
8. Testing regime and go-live dates



PROJECT BREAKDOWN

NECESSARY FINANCIAL SPECIFICATIONS



PRICES LISTED ARE EXCLUSIVE OF GST AND QUOTED IN US DOLLARS.

Product Code	Component	MSRP Pricing	Price Per Unit	Quantity	Total Price	Maintenance Per Annum *	Library Live Per Annum **	Licensing Per Annum
LIB-103P + LIB-012	Desktop Sort Assistant Software with Printer + Standard Circulation Assistant	\$2,085.00	\$1,836.00	1	\$1,836.00	\$170.00	\$48.00	\$0.00
LIB-034	Smart Bin	\$8,519.00	\$7,352.00	1	\$7,352.00	\$690.00	\$48.00	\$0.00
TRAINING	RFID Onsite Training - Equipment (per Session)	\$860.00	\$737.00	1	\$737.00	\$0.00	\$0.00	\$0.00
	Delivery	\$0.00	\$300.00	1	\$300.00		\$0.00	\$0.00
	Installation	\$0.00	\$400.00	1	\$400.00	\$0.00	\$0.00	\$0.00
TOTAL		\$0.00			\$10,625.00	\$860.00	\$96.00	\$0.00

*Maintenance is provided free for the first year after installation.
** Library Live is included for the first year after installation.
Price quoted exclude GST.

X

Signature and Title

Date



TERMS & CONDITIONS

THE FINAL SPECIFICATIONS

On acceptance of this quotation, the following payment terms will apply: -

- a. Prices are ex-GST.
- b. Prices are valid for 3 months from the date of this quotation.
- c. Total quoted cost to be paid through purchase order prior to the commencement of the RFID project (excluding any applicable annual maintenance fees) and is due 7 days from invoice issue date.
- d. The total amount will be invoiced within 7 days of the scheduled completion date and is due 7 days from invoice issue date. If the agreed installation timeframes in the contract cannot be met by the library, payment of this invoice is still required to FE Technologies on the date that the delivery originally planned.
- e. In the event that a delay is made by the library then FE Technologies reserve the right to charge for the warehousing of the equipment.
- f. Any ad hoc items will require a separate purchase order, and payment is due 7 days from invoice issue date.
- g. The final payment of any product is due 7 days from final delivery.
- h. ~~Non standard security tags installation will incur an additional cost of \$1,750.00. A standard tags installation is in scope with the Standard Floor Range. See General Library Terms, Security Gate Systems - Architect Information Pack.~~
- i. ~~The payment for book sorters shall be 50% deposit on order, 50% payable when it is due for shipping from overseas (i.e. when it leaves the overseas factory) and 10% 7 days after installation.~~
- j. Hardware delivery: 10-12 weeks from date of order (Note: Freight prices are based on standard door-to-door delivery. Extra freight charges may apply if delivery is difficult due to complex unloading conditions.)
- k. Some products have options and variations available – their codes (listed in the pricelist above) are as follows (multiple combinations of the below options can be purchased):
 - i. Self Loan Station – LIB-101-XXX
 - ii. Self Loan Station with DVD Unlocker – LIB-101-DXX
 - iii. Self Loan Station with EFTPOS – LIB-101-XEX
 - iv. Self Loan Station with Coin Acceptor – LIB-101-XXC
- l. If you wish to accept this quotation, a formal FE Technologies contract will be sent to you for signing.
- m. Libraries can opt out of the Warranty and Support Agreement at any time. Please refer to document "FE Technologies Standard Maintenance and Support Charges" available from FE Technologies. Note that once Warranty and Support has been paid for the year, this will not be refunded by FE Technologies.
- n. In the case of building sites, if a second installation visit is required by FE Technologies the library will be required to pay an additional installation fee.
- o. FE Technologies normal project plan provides for a technician who will complete the entire hardware and software installation in one trip. In the instance where a second trip is required due to a direct request from the customer or their nominated agent (building contractor), a charge of \$1000 will be added to recover the additional travel and accommodation costs.
- p. Any building works required for the installation of equipment is not included. Refer to the libraries responsibilities as described in the architect packs supplied for each product.
- q. Mobile Retrospective Encoders are provided for the agreed period without a rental charge. Any extension to the agreed period shall be charged at \$600 per month per Mobile Retrospective Encoder.
- r. S1 Self Loan Station is based on a standard architectural timber option of Beech Wood. For the choice of Oak, Mahogany, White Wax or Ash there is a customisation fee of \$850.00 per self-loan station.
- s. Self-loan station with EFTPOS payment does not include the EFTPOS machine which the library orders directly with their bank.

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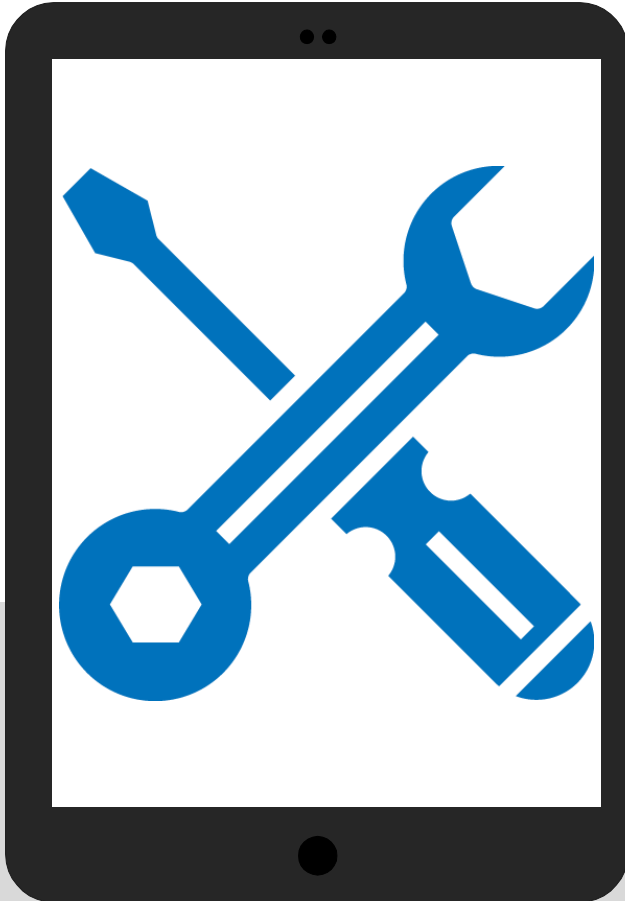
Signature and Title

Date



SUPPORT AND CUSTOMER CARE

LET'S SEE HOW WE WILL SUPPORT YOU



SUPPORT AND MAINTENANCE

OVERVIEW

Maintenance for all of FE Technologies' RFID products, including hardware and software, is provided free of charge for the first 12 months with our Warranty and Support Agreement. FE Technologies Customer Care Center is staffed by experienced Technical Support Officers who are supported by a large research and development team and a quality assurance process that is audited annually for compliance with quality standard ISO9001:2008.

FE TECHNOLOGIES IS RENOWNED FOR ITS SUPPORT SERVICES. IN FACT, OUR SUPPORT TEAM IS FAR GREATER THAN THAT OF ANY OF OUR COMPETITORS AND ASSISTED BY A DAILY OPEN WORK TICKETS REPORT AND A GRAPH SHOWING OUR CURRENT CUSTOMER SATISFACTION RATING. ALL OUR STAFF HAVE A VESTED INTEREST IN SEEING OUR CUSTOMERS HAPPY!

TWO WAYS OF LOGGING SUPPORT TICKETS



LOCAL DEDICATED CALL CENTER

US – 888-278-1824



ONLINE WEB PORTAL

<https://tickets.fetechgroup.com/>



FE Technologies

THANK YOU!

WE CUSTOMIZE RFID FOR YOUR BUSINESS RULES



536 Silicon Dr Ste 100, Southlake, TX 76092



888-278-1824



Dustin.Lamm@FETechGroup.com



www.fetechgroup.com





Regular City Council
AGENDA ITEM 14.

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

Meeting Type: Regular Meeting-December 17, 2020

Department: Administration

Staff Contact: Karen Stack

Classification: Regular

SUMMARY STATEMENT:

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, staff have prepared the attached amendments. The Boards and Commissions Subcommittee consisting of Mayor Tate, Councilmember Cantey, and Councilmember Saunders met on December 3rd and recommended the adoption of these changes. Significant changes, which will take effect January 1, 2021, are:

- 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, with the exception of the Board of Adjustments and BCDC.
- 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 ex officio member of the Airport Advisory Board.
- Special training will be required for members of BCDC 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. The ILA relating to organization of this board will be brought to Council in an upcoming meeting.

ATTACHMENTS:

- (1) Redline of Policy Showing Revisions
- (2) Resolution No. R-20-039
- (3) Exhibit A to Resolution No. R-20-039

RELEVANCE TO COMPREHENSIVE PLAN:

Utilizing citizen boards is consistent with the Plan's Guiding Principle 5: Brenham will be Collaborative.

RECOMMENDED ACTION:

Approve Resolution No. R-20-039 amending the Policies and Procedures for City of Brenham Boards and Commissions and authorize the Mayor to execute any necessary documentation.

EXHIBIT A

CITY OF BRENHAM, TEXAS POLICIES AND PROCEDURES FOR BOARDS AND COMMISSIONS

January 1, 2021

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SECTION 1. **PURPOSE AND SCOPE**

The purpose of this Policies and Procedures for Boards and Commissions document (“Policy”) is to establish uniform procedures for all advisory and other boards and commissions of the City. Board and commission members are appointed by the Brenham City Council (“Council”) and serve at the pleasure of Council, and will not be granted special privileges because of their appointment. For the sake of brevity, the use of the term “board” throughout this Policy shall be interpreted to include the term “commission” except where the context requires otherwise.

This Policy applies to all persons appointed to boards and commissions by Council, unless otherwise provided herein or other applicable law. Persons appointed by other governmental bodies or entities may not be required to abide by all the rules outlined in this Policy.

SECTION 2. **MEMBER ELIGIBILITY**

Applicant qualifications include the following:

- Must be a resident of Washington County for at least one (1) year prior to the date of the appointment (unless specified otherwise in this policy);
- Must be a qualified voter in Washington County;
- May not apply to serve on the same board with any immediate family members; and
- Regular full-time City employees and members of City Council are not eligible unless required by federal, state, or local laws or regulations.

All qualified persons, applying for the first time, must complete an “Application for Appointment to City of Brenham Boards and Commissions” form and submit it to the City Secretary before October 1st. Current members wanting to be reappointed to their current board/commission must submit a “Request for Re-Appointment to City of Brenham Boards and Commissions” form to the City Secretary prior to October 1st. If a current member would like to be considered for appointment to a different board, he/she will need to submit the “Application for Appointment” form for the board or commission for which they would like to be considered.

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Unless otherwise provided herein or other applicable law, members shall be appointed to terms of three (3) years and may be removed at any time by Council. Terms of office will be staggered. In the event a vacancy occurs prior to the expiration of a full term, the Council may appoint a new member to complete the unexpired term of the vacant position. Any member of a board or commission may be eligible for re-appointment by the Council unless such appointment is prohibited by the term limitation provisions set forth in Section 6 of this Policy.

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In addition to the eligibility requirements outlined in this Policy, the City Council shall determine the specific skills and experience desired for each board. Also, in the event that other applicable law requires certain qualifications, those qualifications will be required.

SECTION 3. **RECRUITMENT**

Advertising of scheduled board vacancies for terms expiring on December 31st will begin on or near July 1st.

Deleted: August

Advertisement for board volunteer recruitment may be conducted in a variety of ways including, but not limited to:

- posting of notice on official City bulletin board
- press releases
- utility billing inserts
- website advertisements
- social media resources
- nomination by invitation

SECTION 4. **APPLICATION PROCESS**

On or before July 1st of each year, the City Secretary will post information on the City's website and social media sites encouraging qualified people to fill out an application to serve. The City Secretary's office will mail and/or e-mail reappointment application forms to all current board members with an expiring term.

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The "Request for Appointment" application will solicit information about the applicant's background, including current and past occupations and involvement in and knowledge of issues related to the subject of the board to which they are applying. In addition to the completed application, applicants are encouraged to submit a short bio or resume. Persons may apply for more than one board.

A shorter "Request for Re-appointment" form will be used for incumbent board members seeking another term. Incumbents will also be required to submit their request to serve another term to the City Secretary's office.

All requests for appointment must be returned to the City Secretary by October 1st. Any applications received after the deadline date may not be considered.

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Applications are considered current for one (1) year from submittal date, after which the application will be removed from consideration. In order to be considered in the next recruitment period, the applicant will be required to submit a new application.

SECTION 5. **SELECTION PROCESS**

The City Manager and City Secretary, along with a subcommittee of the Council, will review all submitted applications. Additional information that could be used in reviewing applications include information from the staff liaison, attendance records, and training records. The subcommittee may also consider past applications submitted by an applicant and previous experience on other boards.

In December, the Council subcommittee will make a recommendation of appointments to the full Council for approval. In the event appointments are not made in December, all members with expiring terms will continue to serve until their successor is appointed by Council.

SECTION 6. **TERM OF OFFICE**

Board members serve for three (3) year terms, unless a shorter term is required by law or is necessary to facilitate even staggering of terms among members of a board. Terms will be staggered so that approximately 1/3 of each board's members have terms ending in any given calendar year. All terms expire on December 31. In the event that an appointment is not made prior to the expiration of a member's term, the board member shall continue to serve until their successor is appointed by Council.

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No board member shall be appointed to more than three (3) consecutive terms on any single board. After a minimum absence of one (1) year from a board, the Council may choose to reappoint the member back to the board on which they previously served. For members whose current terms began prior to January 1, 2021, this term limitation provision shall take effect upon completion of their current term. If a member is appointed to a term of less than three (3) years, the incomplete term will not be counted as a term for purposes of calculating eligibility under this Section.

Deleted: December 2018

The Council retains the right to replace any appointed member at any time and for any reason. Board members are appointed for a limited purpose and time, and once the assigned term of office is completed and Council has appointed their successor, they are excused from service on the board unless the Council selects them for another term of service in accordance with this Policy.

SECTION 7.

MID TERM APPOINTMENTS

Occasionally, a board member may be unable to finish his or her term or will be removed by the Council prior to his or her term ending. In such cases, the vacant position may be filled by a mid-term appointee who will serve out the remainder of the other member's term.

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After appointment by Council, all new members should make every effort to become as familiar as possible with all aspects of his or her particular board. To aid in the process, new members will be furnished with the contact information of the other members, as well as applicable information and regulations that govern that board.

Members of all boards shall complete a board training course developed by the City Secretary and City Attorney within ninety (90) days of their appointment by Council. The training course will include requirements of the Texas Open Meetings Act, the Texas Public Information Act, basic Robert's Rules of Order, and applicable ethics training. The training course will be free to all attendees. To maintain eligibility, board members must complete this training once every three (3) calendar years. A board member who does not comply with the training requirements may not be eligible for re-appointment. In addition to this board training course, members of the Planning and Zoning Commission and the Brenham Community Development Corporation must complete specialized training pertaining specifically to their boards. This training will be selected by the City Manager and must be completed at least once every three (3) years.

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these boards, as outlined in applicable state law and the City of Brenham Code of Ordinances, are final.

No member of a board or commission shall become involved in the daily operation of the City or in personnel/employment matters. The general duties and responsibilities of each advisory board or commission is as follows:

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The Board is comprised of at least seven (7) members. The Director of Development Services or some other City employee may be designated by the City Manager as an ex-officio member. The Fixed Base Operator will also be an ex-officio member and is ineligible to serve as a voting member.

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Established by Interlocal Agreement between the City of Brenham and Washington County. The Board will recommend allocations of hotel occupancy tax funds as authorized by the Texas Tax Code, Chapters 351 and 352; receives and reviews applications from organizations requesting funds; recommends to the governing bodies of the City and County allocation of hotel occupancy tax funding; and reviews the actual expenditures of hotel occupancy tax funds.¶

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The Commission consists of seven (7) members each appointed to three (3) year, staggered terms. Members must be residents of the City of Brenham. Members will be required to complete specialized training pertaining to Planning & Zoning once every three (3) years. This training will be selected by the City Manager.

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When suitable candidates are available, the Committee should be comprised of at least one (1) licensed veterinarian, one (1) county or municipal official, one (1) person whose duties include the daily operation of an animal shelter; one (1) representative from an animal welfare organization; and one (1) citizen.

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Three (3) consecutive absences from a board's regular meetings, or absence from more than twenty-five percent (25%) of the meetings in any six (6) month period, shall be deemed as neglect and may be cause for removal from office, unless such absences were due to unusual circumstances beyond the member's control such as sickness of the member or someone within the member's immediate family. The City Secretary's Office shall track and report any excessive absences to the City Manager. The City Manager will review each situation and determine if the board member should be recommended to the subcommittee for removal.

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A staff member shall be assigned as a liaison to each board to perform support services, provide technical data, prepare agendas, post notices of meetings, prepare minutes of the meetings, and other related functions. The staff liaison will ensure that the board understands Council's goals and vision for the community. The staff member is an ex officio member of the board, but is not entitled to vote or preside over meetings.

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The staff member may arrange a meeting with all new members prior to their first meeting for briefings on procedures, legal responsibilities, duties of the board, and background information on items that may be considered at the next meeting.

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Members of the Planning and Zoning Commission, Board of Adjustments, and Building Standards Commission shall comply with the requirements of Chapter 171 of the Texas Local Government Code and Article III, Sec. 6 of the Brenham City Charter with respect to conflicts of interest. It is the responsibility of each member of these boards to file a "Conflict of Interest" affidavit (Exhibit A) with the City Secretary's Office when a conflict exists because he or she has a substantial interest in a matter being considered by the board. Substantial interest means the individual:

1. Owns 10% or more of the voting stock or shares of the business;
2. Owns either 10% or more than \$15,000 of the fair market value of the business;
3. Receives funds from the business that exceeds 10% of the person's gross annual income for the preceding year;
4. Ownership in real property with a fair market value of \$2,500 or more, or
5. Relative within the first degree of consanguinity or affinity has a substantial interest.

Advisory board members shall abstain from participation in a matter when a personal interest creates or gives the appearance of being a conflict of interest. However, if the majority of members of the same advisory board have similar conflicts of interest in the same matter under consideration by the board, such members are not required to abstain from participating or voting on the matter.

SECTION 13.
MEMBERSHIP ON MULTIPLE BOARDS

If a member is serving on more than one board, the member, before discussing and/or voting on a decision that involves funding which impacts matters specific to another board's duties and responsibilities on which said member serves, shall verbally disclose his/her membership on any other board impacted by the funding decision to the other board members in attendance at the meeting. Said member may fully participate in the discussion and vote on the decision involving funding after disclosing his/her membership on any other board impacted by the funding decision.

SECTION 14.
CONDUCT OF MEETINGS

A. ~~Each Board shall, in its first meeting of each calendar year, elect a Chair and Vice-Chair to serve for one (1)-year terms. The Chair of each board shall call the meeting to order and preside at the meetings. In the absence of the Chair, the Vice-Chair shall preside. If both the Chair and Vice-Chair are absent from a meeting, the members in attendance shall elect a member to serve as a presiding officer during the meeting.~~

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- B. The Chair shall address the posted items on the agenda in any order he or she chooses as long as every item is addressed.
- C. A motion may be made by any member other than the presiding officer. A second to the motion is required before a vote can be taken. Any motion dies from a lack of a second.
- D. Roberts Rule of Order shall be used as a guideline to conduct meetings.
- E. All meetings will be held in compliance with the Open Meetings Act ("The Act") and shall be open to the public, except for those items considered at a meeting which are authorized by the Act to be discussed in executive session.

SECTION 15.
RECORDS OF MEETINGS

The City Secretary's Office shall maintain the official record of all board and commission meetings, which will include:

- **AGENDA:** The agenda will serve as the order of business and provide the form for posting of the notice of meetings. The official posting of the agenda must be at least 72 hours in advance of the meeting in a place(s) readily accessible to the public. A copy of the agenda

should also be made available to local news media. In the event a regularly scheduled meeting is cancelled, notices should be posted stating that the meeting has been cancelled.

- **AGENDA PACKET:** Copies of the agenda, along with supporting documentation, shall be provided to each member in advance of the meeting date. This information shall also be made available in advance of the meetings on the City's web site.
- **MINUTES OF MEETING:** The staff liaison will be responsible for keeping an accurate record of all proceedings. The minutes shall include a record of attendance, summary of the discussion, recommendations, and a record of the Board's voting.

Adopted by City Council: December 13, 2018 (R-18-024)

Amended by City Council: June 18, 2020 (R-20-024)

Amended by City Council: December 17, 2020 (R-20-)

RESOLUTION NO. R-20-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AMENDING THE POLICIES AND PROCEDURES FOR BOARDS AND COMMISSIONS

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City Council is authorized to adopt rules for the good government of the City; and

WHEREAS, in accordance with Texas Local Government Code, Section 51.001, the City Council has the authority to establish such Boards and Commissions as it deems necessary to carry out the functions and obligations of the City; and

WHEREAS, the City Council desires to establish uniform policies and procedures for all Boards and Commissions of the City of Brenham;

WHEREAS, the Policies and Procedures for Boards and Commissions was last amended by City Council on June 18, 2020 with the passage of Resolution No. R-20-024;

WHEREAS, it is in the best interest of the City of Brenham to amend the Policies and Procedures for Boards and Commissions;

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

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

Section 2: That the City Council of the City of Brenham hereby adopts the revised Policies and Procedures for Boards and Commissions as set forth in the "Exhibit A," attached hereto and incorporated herein for all purposes.

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

RESOLVED on this the 17th day of December 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT A
CITY OF BRENHAM, TEXAS
POLICIES AND PROCEDURES FOR BOARDS AND COMMISSIONS

January 1, 2021

SECTION 1.
PURPOSE AND SCOPE

The purpose of this Policies and Procedures for Boards and Commissions document (“Policy”) is to establish uniform procedures for all advisory and other boards and commissions of the City. Board and commission members are appointed by the Brenham City Council (“Council”) and serve at the pleasure of Council, and will not be granted special privileges because of their appointment. For the sake of brevity, the use of the term “board” throughout this Policy shall be interpreted to include the term “commission” except where the context requires otherwise.

This Policy applies to all persons appointed to boards and commissions by Council, unless otherwise provided herein or other applicable law. Persons appointed by other governmental bodies or entities may not be required to abide by all the rules outlined in this Policy.

SECTION 2.
MEMBER ELIGIBILITY

Applicant qualifications include the following:

- Must be a resident of Washington County for at least one (1) year prior to the date of the appointment (unless specified otherwise in this policy);
- Must be a qualified voter in Washington County;
- May not apply to serve on the same board with any immediate family members; and
- Regular full-time City employees and members of City Council are not eligible unless required by federal, state, or local laws or regulations.

All qualified persons, applying for the first time, must complete an “Application for Appointment to City of Brenham Boards and Commissions” form and submit it to the City Secretary before October 1st. Current members wanting to be reappointed to their current board/commission must submit a “Request for Re-Appointment to City of Brenham Boards and Commissions” form to the City Secretary prior to October 1st. If a current member would like to be considered for appointment to a different board, he/she will need to submit the “Application for Appointment” form for the board or commission for which they would like to be considered.

Unless otherwise provided herein or other applicable law, members shall be appointed to terms of three (3) years and may be removed at any time by Council. Terms of office will be staggered. In the event a vacancy occurs prior to the expiration of a full term, the Council may appoint a new member to complete the unexpired term of the vacant position. Any member of a board or commission may be eligible for re-appointment by the Council unless such appointment is prohibited by the term limitation provisions set forth in Section 6 of this Policy.

In addition to the eligibility requirements outlined in this Policy, the City Council shall determine the specific skills and experience desired for each board. Also, in the event that other applicable law requires certain qualifications, those qualifications will be required.

SECTION 3. **RECRUITMENT**

Advertising of scheduled board vacancies for terms expiring on December 31st will begin on or near July 1st.

Advertisement for board volunteer recruitment may be conducted in a variety of ways including, but not limited to:

- posting of notice on official City bulletin board
- press releases
- utility billing inserts
- website advertisements
- social media resources
- nomination by invitation

SECTION 4. **APPLICATION PROCESS**

On or before July 1st of each year, the City Secretary will post information on the City's website and social media sites encouraging qualified people to fill out an application to serve. The City Secretary's office will mail and/or e-mail reappointment application forms to all current board members with an expiring term.

The "Request for Appointment" application will solicit information about the applicant's background, including current and past occupations and involvement in and knowledge of issues related to the subject of the board to which they are applying. In addition to the completed application, applicants are encouraged to submit a short bio or resume. Persons may apply for more than one board.

A shorter "Request for Re-appointment" form will be used for incumbent board members seeking another term. Incumbents will also be required to submit their request to serve another term to the City Secretary's office.

All requests for appointment must be returned to the City Secretary by October 1st. Any applications received after the deadline date may not be considered.

Applications are considered current for one (1) year from submittal date, after which the application will be removed from consideration. In order to be considered in the next recruitment period, the applicant will be required to submit a new application.

SECTION 5. **SELECTION PROCESS**

The City Manager and City Secretary, along with a subcommittee of the Council, will review all submitted applications. Additional information that could be used in reviewing applications include information from the staff liaison, attendance records, and training records. The subcommittee may also consider past applications submitted by an applicant and previous experience on other boards.

In December, the Council subcommittee will make a recommendation of appointments to the full Council for approval. In the event appointments are not made in December, all members with expiring terms will continue to serve until their successor is appointed by Council.

SECTION 6. **TERM OF OFFICE**

Board members serve for three (3) year terms, unless a shorter term is required by law or is necessary to facilitate even staggering of terms among members of a board. Terms will be staggered so that approximately 1/3 of each board's members have terms ending in any given calendar year. All terms expire on December 31. In the event that an appointment is not made prior to the expiration of a member's term, the board member shall continue to serve until their successor is appointed by Council.

No board member shall be appointed to more than three (3) consecutive terms on any single board. After a minimum absence of one (1) year from a board, the Council may choose to reappoint the member back to the board on which they previously served. For members whose current terms began prior to January 1, 2021, this term limitation provision shall take effect upon completion of their current term. If a member is appointed to a term of less than three (3) years, the incomplete term will not be counted as a term for purposes of calculating eligibility under this Section.

The Council retains the right to replace any appointed member at any time and for any reason. Board members are appointed for a limited purpose and time, and once the assigned term of office is completed and Council has appointed their successor, they are excused from service on the board unless the Council selects them for another term of service in accordance with this Policy.

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SECTION 13.
MEMBERSHIP ON MULTIPLE BOARDS

If a member is serving on more than one board, the member, before discussing and/or voting on a decision that involves funding which impacts matters specific to another board's duties and responsibilities on which said member serves, shall verbally disclose his/her membership on any other board impacted by the funding decision to the other board members in attendance at the meeting. Said member may fully participate in the discussion and vote on the decision involving funding after disclosing his/her membership on any other board impacted by the funding decision.

SECTION 14.
CONDUCT OF MEETINGS

- A. Each Board shall, in its first meeting of each calendar year, elect a Chair and Vice-Chair to serve for one (1)-year terms. The Chair of each board shall call the meeting to order and preside at the meetings. In the absence of the Chair, the Vice-Chair shall preside. If both the Chair and Vice-Chair are absent from a meeting, the members in attendance shall elect a member to serve as a presiding officer during the meeting.
- B. The Chair shall address the posted items on the agenda in any order he or she chooses as long as every item is addressed.
- C. A motion may be made by any member other than the presiding officer. A second to the motion is required before a vote can be taken. Any motion dies from a lack of a second.
- D. Roberts Rule of Order shall be used as a guideline to conduct meetings.
- E. All meetings will be held in compliance with the Open Meetings Act ("The Act") and shall be open to the public, except for those items considered at a meeting which are authorized by the Act to be discussed in executive session.

SECTION 15.
RECORDS OF MEETINGS

The City Secretary's Office shall maintain the official record of all board and commission meetings, which will include:

- **AGENDA:** The agenda will serve as the order of business and provide the form for posting of the notice of meetings. The official posting of the agenda must be at least 72 hours in advance of the meeting in a place(s) readily accessible to the public. A copy of the agenda

should also be made available to local news media. In the event a regularly scheduled meeting is cancelled, notices should be posted stating that the meeting has been cancelled.

- **AGENDA PACKET:** Copies of the agenda, along with supporting documentation, shall be provided to each member in advance of the meeting date. This information shall also be made available in advance of the meetings on the City's web site.
- **MINUTES OF MEETING:** The staff liaison will be responsible for keeping an accurate record of all proceedings. The minutes shall include a record of attendance, summary of the discussion, recommendations, and a record of the Board's voting.

Adopted by City Council: December 13, 2018 (R-18-024)

Amended by City Council: June 18, 2020 (R-20-024)

Amended by City Council: December 17, 2020 (R-20-)



Regular City Council
AGENDA ITEM 15.

Agenda Item: 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

Meeting Type: Regular Meeting-December 17, 2020

Department: Administration

Staff Contact: Karen Stack

Classification: Regular

SUMMARY STATEMENT:

On September 17, 2020, staff held a Council work session to discuss the board appointment process for terms beginning January 1, 2021. Changes made to the Board Policy in 2018 led to uneven staggering of terms. Staff's recommendation was that this year, any board member with an expiring term should be reappointed to a one-year term if they are willing to continue to serve. This will align terms, so that all positions in the City's boards would be due for reappointment in December 2021. At that time, terms can be re-staggered so that each year, one third of each board's positions will be due for reappointment.

Exceptions to this will be Board of Adjustments (BOA) and Brenham Community Development Corporation (BCDC), due to state law requiring 2-year terms for these board members.

On December 3rd, the Subcommittee consisting of Mayor Tate, Councilmember Cantey, and Councilmember Saunders met to review applications for appointment and reappointment. Their recommendations are attached.

ATTACHMENTS:

(1) Board Appointment Recommendations

RELEVANCE TO COMPREHENSIVE PLAN:

Utilizing citizen boards is consistent with the Plan's Guiding Principle 5: Brenham will be Collaborative.

RECOMMENDED ACTION:

Approve recommendations for appointments and/or re-appointments to various City Boards and Commissions, as presented, and authorize the Mayor to execute any necessary documentation.

AIRPORT ADVISORY BOARD

Position	Board Member	Term Expiration
1**	Grant Meschewitz	December, 2021
2	Michele Bright	December, 2021
3	Janet Hess	December, 2020
4**	Josiah Jameson	December, 2021
5	Edwin Owens	December, 2021
6*	Jon Hodde	December, 2021
7*	Mark Whitehead	December, 2021
8	Lynwood Kindt	December, 2021
9	Eddie Van Dyke	December, 2020

Subcommittee recommendations:

Reduce Board from 9 members to 7 members by eliminating Position 3 and Position 9

*Reappoint John Hodde and Mark Whitehead

**Appoint new members

- o Grant Meschewitz to replace Brent Nedbalek in Position 1
- o Josiah Jameson to replace Bryan Butler in Position 4

ANIMAL ADVISORY BOARD

Position No.	Board Member	Term Expiration
1*	Dr. Lee Panko	December, 2021
2**	Pam Ruemke	December, 2021
3*	Alison Harper	December, 2021
4	Robert Davis	December, 2021
5**	Sharon Guelker	December, 2021
6	Phyllis McMahon	December, 2021
7	Sally Blackie-Sengel	December, 2021

Subcommittee Recommendations:

*Reappoint Dr. Lee Panko and Alison Harper

**Appoint new members

- o Pam Ruemke to replace Councilmember Cantey in Position 2
- o Sharon Guelker to replace Jerry Jares in Position 5

BOARD OF ADJUSTMENTS AND APPEALS

Position	Board Member	Term Expiration
1	Danny Goss	December, 2021
2	Arlen Thielemann	December, 2021
3*	Jon Hodde	December, 2022
4	Thomas Painter	December, 2021
5*	Mary Lou Winkelmann	December, 2022

Position	Alternate Member	Term Expiration
A-1*	Walt Edmunds	December, 2022
A-2	VACANT	December, 2021
A-3	VACANT	December, 2021
A-4	MaLisa Hampton	December, 2021

Subcommittee Recommendations:

*Reappoint Jon Hodde, Mary Lou Winkelmann, and Walt Edmunds

BCDC

Position	Board Member	Term Expiration
1	Atwood Kenjura	December, 2021
2	Darrell Blum	December, 2021
3	Ken Miller	December, 2021
4	Charles Moser	December, 2021
5*	Gary Crocker	December, 2022
6*	Bill Betts	December, 2022
7**	Jim Kolkhorst	December, 2022

Subcommittee recommendation:

*Reappoint Gary Crocker and Bill Betts

**Appoint Jim Kolkhorst to replace John Hasskarl in Position 7

BRENHAM HOUSING AUTHORITY

Position	Board Member	Term Expiration
1	John Harris	December, 2021
2	Wanda Cooley	December, 2021
3	Ray Daugbjerg	December, 2021
4*	Richard Flammer	December, 2021
5*	Marcus Wamble	December, 2021
6*	Cory Flencher	December, 2021
7*	Lillian Pollard	December, 2021
8	George Dillingham	December, 2021
9	Kenneth Miller	December, 2021

Subcommittee recommendation:

*Reappoint Richard Flammer, Marcus Wamble, Cory Flencher, and Lilian Pollard.

Building Standards

Position	Board Member	Term Expiration
1*	Arlen Thielemann	December, 2021
2*	Walt Edmunds	December, 2021
3	Paul Pomeroy	December, 2021
4*	Stoney Lacina	December, 2021
5	Lloyd Pieper	December, 2021

Subcommittee recommendation:

*Reappoint Arlen Thielemann, Walt Edmunds, and Stoney Lacina

Library Board

Position	Board Member	Nominating Entity	Term Expiration
1*	Lillian Marshall	City of Brenham	December, 2021
2***	VACANT	City of Brenham	December, 2021
3**	Jerry Jares	City of Brenham	December, 2021
4	Carol Kiphart	City of Brenham	December, 2021
5*	Sabrina Roberts	Brenham Fortnightly	December, 2021
6	Jody Tyson	Brenham Fortnightly	December, 2021
7*	Janie Mehrens	Brenham Fortnightly	December, 2021
8*	Lu Hollander	Brenham Fortnightly	December, 2021
9	Renee Mueller	Brenham Fortnightly	December, 2021

Subcommittee recommendation:

* Reappoint Lilian Marshall, Sabrina Roberts, Janie Mehrens, and Lu Hollander

**Appoint Jerry Jares to fill the vacancy in Position 3.

***If the Board Policy amendments are approved as presented, Councilmember Herring would no longer be eligible to serve. There are no recommendations for Position 2.

Main Street Advisory Board

Position	Board Member	Term Expiration
1**	Melinda Faubion	December, 2021
2	Margie Young	December, 2021
3*	Tiffany Morisak	December, 2021
4*	Lowell Ogle	December, 2021
5	Jon Hill	December, 2021
6*	John Hermann	December, 2021
7*	Tom Whitehead	December, 2021
8	Shannan Canales	December, 2021
9**	Douglas Peck	December, 2021
10**	Elizabeth Price	December, 2021
11*	Connie Wilder	December, 2021

Subcommittee recommendations:

*Reappoint Tiffany Morisak, Lowell Ogle, John Hermann, Tom Whitehead, and Connie Wilder.

**Appoint the following new members:

- o Melinda Faubion – to replace Jeffrey Lewman in Position 1
- o Douglas Peck – to replace Jim Moser in Position 9
- o Elizabeth Price – to replace Evonne Sturm in Position 10

Parks & Recreation

Position	Board Member	Term Expiration
1**	Tina Henderson	December, 2021
2	Ginger Bosse	December, 2021
3*	Bill Betts	December, 2021
4*	Jim Baker	December, 2021
5	Delbert Boeker	December, 2021
6*	Paula Buls	December, 2021
7*	Lee Chalmers	December, 2021
8	Andrea Fischer	December, 2021
9**	William Robinson	December, 2021

Subcommittee Recommendations:

*Reappoint Bill Betts, Jim Baker, Paula Buls, and Lee Chalmers

**Appoint new members:

- o Dr. Tina Henderson to replace Matthew Wehring in Position 1
- o William (Dusty) Robinson to replace Luis Mendoza in Position 9

Planning & Zoning Commission

Position	Board Member	Term Expiration
1	M. Keith Behrens	December, 2021
2*	Marcus Wamble	December, 2021
3	Catharyne Neil	December, 2021
4*	Artis Edwards, Jr.	December, 2021
5	Deanna Alfred	December, 2021
6*	Calvin Kossie	December, 2021
7**	Christopher Cangelosi	December, 2021

Subcommittee recommendations:

*Reappoint Marcus Wamble, Artis Edwards, Jr., and Calvin Kossie

**Appoint Christopher Cangelosi to replace Lynnette Scheffield in Position 7.



Regular City Council
AGENDA ITEM 16.

Agenda Item: 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

Meeting Type: Regular Meeting-December 17, 2020

Department: Administration

Staff Contact: James Fisher

Classification: Regular

SUMMARY STATEMENT:

The City Council held a 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. This action item allows the City Council to take any action in regards a Resolution and/or Letter of Support for one or more of the proposed improvements being considered by TxDOT.

ATTACHMENTS:

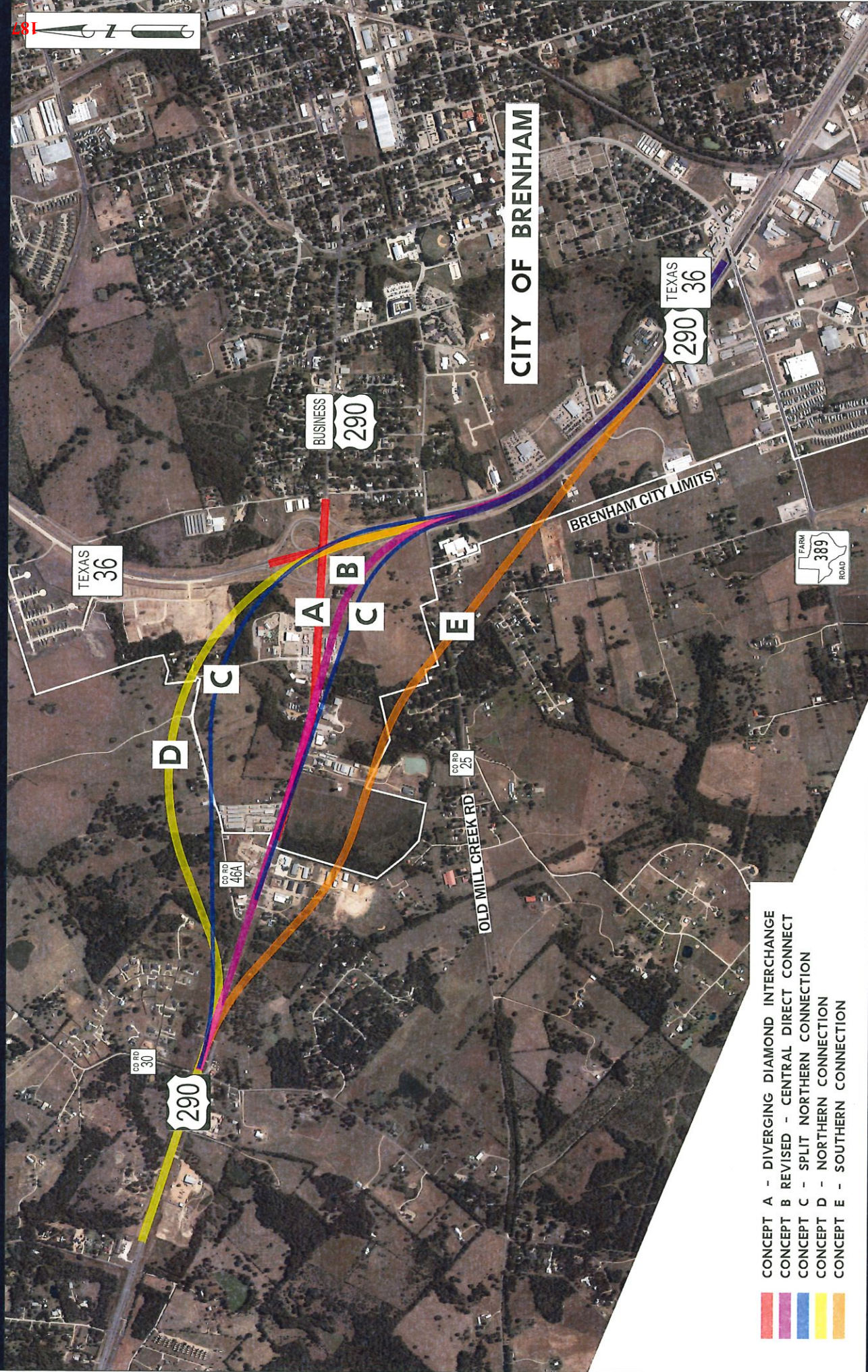
(1) Map of Concept Plans

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

No recommendation. Any action for a Letter of Support/Resolution will be at the direction of the City Council.

Concept Currently Under Study



- CONCEPT A - DIVERGING DIAMOND INTERCHANGE
- CONCEPT B - REVISED CENTRAL DIRECT CONNECT
- CONCEPT C - SPLIT NORTHERN CONNECTION
- CONCEPT D - NORTHERN CONNECTION
- CONCEPT E - SOUTHERN CONNECTION



Regular City Council
AGENDA ITEM 18.

Agenda Item: 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

Meeting Type: Regular Meeting-December 17, 2020

Department: Administration

Staff Contact: Cary Bovey

Classification: Executive Session

SUMMARY STATEMENT:

To be discussed in Executive Session

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

No action required.