



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, NOVEMBER 29, 2018 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN ST.
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Manager James Fisher**
- 3. Special Recognition**
 - **Statement of Support for the Guard and Reserve**
 - **Nancy Carol Roberts Memorial Library Teen Writing Contest Winners**
- 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. Ordinance No. O-18-016 on Its Second Reading Authorizing a Variance to Building Setback Requirements, as Outlined in Section 23-22(1) of the City of Brenham Code of Ordinances, on a Tract of Land Being Described as Part of Lots 50-53, of the College Heights Addition, Located at 810 Brown Street in Brenham, Washington County, Texas

Pages 1-2

5-b. Ordinance No. O-18-017 on Its Second Reading Providing for an Increase in Retirement Annuities in the Texas Municipal Retirement System Effective January 1, 2019

Page 3

WORK SESSION

6. **Discussion and Update Regarding Storm Disaster Recovery and the Federal Emergency Management Agency (FEMA) Public Assistance Program** **Page 4**

REGULAR SESSION

7. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas to Amend Planned Development (PD) District Ordinance No. O-17-005 for the Vintage Farms Subdivision in Brenham, Washington County, Texas (Case No. P-18-024)**
Pages 5-12
8. **Discuss and Possibly Act Upon Resolution No. R-18-019 Adopting a Social Media Policy for the City of Brenham**
Pages 13-21
9. **Discuss and Possibly Act Upon the Appointment of Members to the City of Brenham’s Comprehensive Plan Advisory Committee (CPAC) and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 22-24
10. **Discuss and Possibly Act Upon a Contract Between the City of Brenham and MLN Service Company for Quarterly Maintenance and Annual Inspections of the HVAC System at the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 25-36
11. **Discuss and Possibly Act Upon a Multi-Year Lease Agreement Between the City of Brenham and Ricoh USA, Inc. for the Lease of a Printer for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 37-43
12. **Discuss and Possibly Act Upon the Rejection of Bid No. 8-2018 Related to Henderson Park Improvements, Phase I, and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 44-48
13. **Discuss and Possibly Act Upon Repairs to the Outdoor Leisure Pool at the Blue Bell Aquatic Center Using BuyBoard Contract Number 533-17 and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 49-51
14. **Discuss and Possibly Act Upon Final Payment to Collier Construction for Parking Lot Improvements at the All Sports Building in Hohlt Park and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 52-58
15. **Discuss and Possibly Act Upon Resolution No. R-18-021 Approving Rules for the Electronic Receipt of Bids or Proposals by the City of Brenham**
Pages 59-62

16. **Discuss and Possibly Act Upon Resolution No. R-18-022 Setting a Public Hearing Under Section 311.003 of the Texas Tax Code and Providing for Related Matters Regarding the Creation of a Tax Increment Reinvestment Zone on Certain Tracts within the City Limits of Brenham, Washington County, Texas** **Pages 63-72**

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.

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 November 29, 2018 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on November 26, 2018 at **12:45 PM**.

Kacey A. Weiss, TRMC

Deputy City Secretary I

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2018 at _____ AM PM.

Signature

Title

ORDINANCE NO. O-18-016

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, GRANTING A VARIANCE TO SECTION 23-22(1) OF THE CITY OF BRENHAM CODE OF ORDINANCES, CHAPTER 23, SUBDIVISIONS, PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City of Brenham Code of Ordinances, Chapter 23, Subdivisions, provides for standards and regulations regarding subdivisions within the corporate boundaries of the City of Brenham; and

WHEREAS, Chapter 23, Section 23-22(1) states that building setback lines on collector and arterial streets shall not be less than twenty-five (25) feet, as follows:

All residential lots within the city and its extraterritorial jurisdiction shall conform to the general provisions provided below:

- (1) *Lots on arterial and collector streets.* The building setback line shall not be closer than twenty-five (25) feet from the side of a lot which abuts a collector or an arterial street; and

WHEREAS, in accordance with City of Brenham Code of Ordinances, Chapter 23, Subdivisions, Section 23-34, as the legislative body of the City of Brenham, the City Council of the City of Brenham, Texas has the authority to grant variances from the terms of the City of Brenham Code of Ordinances, Chapter 23, Subdivisions; and

WHEREAS, the owner of the property described as part of Lots 50-53, College Heights Addition has requested a variance from City of Brenham Code of Ordinances, Chapter 23, Subdivisions, Section 23-22(1); and

WHEREAS, the requested variance was recommended for approval by the City of Brenham Planning and Zoning Commission during its regular meeting on October 22, 2018; and

WHEREAS, Blue Bell Road (FM-577) is classified as a Minor Arterial according to the City Thoroughfare Plan; and

WHEREAS, the property is in compliance with the City of Brenham Comprehensive Plan; and

WHEREAS, the City Council finds that by granting the variance, the spirit of the City of Brenham Code of Ordinances, Chapter 23, Subdivisions is observed; and

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

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

1. **Findings of Fact:** All of the above premises are hereby found to be true and correct findings of the City Council of the City of Brenham and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.
2. **Variance Granted:** The City Council, for the property described as Part of Lot 50-53, College Heights Addition, hereby grants the request for a variance from the provisions of the City of Brenham Code of Ordinances, Chapter 23, Section 23-22(1) to allow a twenty (20) feet building line setback where a building line setback shall not be closer than twenty-five (25) feet from the side of a lot which abuts a collector or an arterial street.
3. **Conflict with Prior Ordinances:** In the case of a conflict between this Ordinance and any provision or clause of previous Ordinances adopted by the City of Brenham, the provisions of this Ordinance shall prevail.
4. **Severability:** Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are severable.
5. **Effective Date:** This Ordinance shall become effective immediately upon and after its passage and publication as may be required by governing law.
6. **Proper Notice and Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on its first reading this the 1st day of November, 2018.

PASSED and APPROVED on its second reading this the 29th day of November, 2018.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Ordinance No. O-18-017

TMRS-CPI

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY OF BRENHAM, AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

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

Increase in Retirement Annuities.

(a) On the terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS Act"), the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 70% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

Effective Date. Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the 1st day of January 2019.

Passed and approved this the ____ day of _____, 20____.

ATTEST:

APPROVED:

City Secretary or Clerk

Mayor



AGENDA ITEM 6

DATE OF MEETING: November 29, 2018	DATE SUBMITTED: November 20, 2018
DEPT. OF ORIGIN: Engineering	SUBMITTED BY: Lori Lakatos
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discussion and Update Regarding Storm Disaster Recovery and the Federal Emergency Management Agency (FEMA) Public Assistance Program	
SUMMARY STATEMENT: Washington County was declared by FEMA as part of DR-4272 and DR-4332 for public assistance. City staff has been working with Rostan Solutions to develop a strategy to work with Texas Department of Emergency Management (TDEM) and FEMA to get assistance for the damages to facilities and infrastructure. This is a status update on the projects and funding received or expected to be received.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference): N/A	
ATTACHMENTS: None	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: Discussion only	
APPROVALS: James Fisher	



AGENDA ITEM 7

DATE OF MEETING: November 29, 2018		DATE SUBMITTED: November 19, 2018	
DEPT. OF ORIGIN: Development Services		SUBMITTED BY: Stephanie Doland	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☒ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas to Amend Planned Development (PD) District Ordinance No. O-17-005 for the Vintage Farms Subdivision in Brenham, Washington County, Texas (Case No. P-18-024)			
SUMMARY STATEMENT: This is a request by CTX Land Investments, LLC, d/b/a Stylecraft Builders, to amend Planned Development District Ordinance No. O-17-005 for the Vintage Farms Subdivision.			
On behalf of Stylecraft Builders, Doug French is requesting a PD amendment to remove the following section of the PD: <i>Section 5.b.iv. “Encroachment by building eaves and air conditioning compressor units: building eaves and air conditioning compressor units may encroach not more than two (2) feet beyond building lines into the required rear yard and side yards.”</i> During the regularly scheduled Planning and Zoning Commission meeting on October 22, 2018, Mr. French amended his request to add additional language which if approved would read as follows: <i>Section 5.b.v. “Encroachment by air conditioner compressor units: Air conditioner compressor units may encroach not more than four and one-half (4 ½) feet beyond building lines into the required rear and side yards. In addition, where two homes are built on adjacent lots only one of the homes may install its air conditioner compressor unit in the adjacent side yard. The other adjacent home must install its air conditioner compressor unit in the opposite side yard or the rear yard.”</i> This was considered by the Commission and included with their recommendation. No public comments were made during the public hearing. On Monday, October 22, 2018, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the request, subject to the approval of the Fire Marshal. On Tuesday, October 23, 2018 Development Services staff conferred with City of Brenham Fire Marshal Sauble who was not opposed to the original amendment or the revised amendment as recommended by the Planning and Zoning Commission.			

On November 1, 2018 a Public Hearing was held for this item during the regularly scheduled City Council meeting. Additionally, Council deliberated on the proposed rezoning request and tabled the item for future consideration and possible action on November 29 th , 2018.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Ordinance
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas to Amend Planned Development (PD) District Ordinance No. O-17-005 for the Vintage Farms Subdivision in Brenham, Washington County, Texas (Case No. P-18-024)
APPROVALS: James Fisher

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. O-17-005 WHICH ESTABLISHED A PLANNED DEVELOPMENT (PD) DISTRICT COMPRISED OF AN R-1 RESIDENTIAL AREA (APPROXIMATELY 71.33 ACRES), AN R-2 MIXED RESIDENTIAL AREA (APPROXIMATELY 8.36 ACRES), AND A B-1 LOCAL BUSINESS/RESIDENTIAL MIXED USE AREA (APPROXIMATELY 6.98 ACRES), BEING A TOTAL OF APPROXIMATELY 86.67 ACRES OF LAND LOCATED NORTH OF THE INTERSECTION OF US HIGHWAY 290 AND STATE HIGHWAY 36 AND BEING DESCRIBED AS LOTS 1-22, BLOCK 1, LOTS 1-69, BLOCK 2, LOTS 1-11, BLOCK 3 AND RESERVE A-F IN THE VINTAGE FARMS SUBDIVISION – PHASE 1 IN BRENHAM, WASHINGTON COUNTY, TEXAS; ADOPTING A MASTER DEVELOPMENT PLAN AND REGULATIONS APPLICABLE TO THIS PLANNED DEVELOPMENT (PD) DISTRICT.

WHEREAS, the property owner has requested an amendment to Ordinance No. O-17-005 which established a Planned Development (PD) District on approximately 86.67 acres of land generally located north of the intersection of US Highway 290 and State Highway 36 and being described as Lots 1-22, Block 1, Lots 1-69, Block 2, Lots 1-11, Block 3 and Reserve A-F in the Vintage Farms Subdivision – Phase 1 in Brenham, Washington County, Texas (the “Property”); and

WHEREAS, the owner has presented an application to the City for a PD District to allow the construction of a mixed-use development; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of the public hearing and at least ten (10) days written notice of that hearing to the owners of the land within two hundred feet (200’) of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the proposal to amend the Planned Development District; and

WHEREAS, the Planning & Zoning Commission recommended on October 22, 2018 that City Council grant such proposed change to the regulations applicable to this Planned Development District; and

WHEREAS, the City Council has previously adopted Ordinance No. O-17-005 and the City Council desires to hereby amend Ordinance No. O-17-005 as set out herein below;

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 BY AMENDING ORDINANCE NO. O-17-005 TO READ AS FOLLOWS:

Section I.

1. Unless otherwise provided for herein, the property located within the R-1 Residential area of the Planned Development District as shown on the master development plan shall conform to the regulations of the City’s Zoning Ordinance, Subdivision Ordinance and other ordinances applicable to R-1 Residential Districts.
2. Unless otherwise provided for herein, the property located within the R-2 Mixed Residential area of the Planned Development District as shown on the master development plan shall conform to the regulations of the City’s Zoning Ordinance, Subdivision Ordinance and other ordinances applicable to R-2 Mixed Residential Districts.
3. Unless otherwise provided for herein, the property located within the B-1 Local Business/Residential Mixed Use area of the Planned Development District as shown on the master development plan shall conform to the regulations of the City’s Zoning Ordinance, Subdivision Ordinance and other ordinances applicable to B-1 Local Business/Residential Mixed Use Districts.
4. R-1 Residential Area Regulations.
 - a. Size of lots.
 - i. Minimum lot width: 55 feet. Radial lots shall have a minimum width of 60 feet from the distance of 30 feet behind the front yard/building line. No lot shall be created that has a front yard with less than 30 feet of frontage on a public street.
 - ii. Minimum lot depth: 120 feet, and depth shall be measured as the average of the two side property lines. Radial lots shall have a minimum lot depth of 105 feet, and depth shall be measured as the average of the two side property lines.
 - iii. Minimum lot area: 6,600 square feet.
 - b. Size of yards.
 - i. Minimum front yard setback: 20 feet.
 - ii. Minimum side yard setback: 7.5 feet. The minimum side yard of a corner lot adjacent to a street shall not be less than 15 feet, except where a side yard is adjacent to a designated arterial street such side yard shall not be less than 25 feet.
 - iii. Minimum rear yard setback: 20 feet.
 - iv. Encroachment by building eaves: building eaves may encroach not more than two (2) feet beyond building lines into the required rear yard and side yards.
 - v. Encroachment by air conditioner compressor units: Air conditioner compressor units may encroach not more than four and one-half (4 ½) feet beyond building lines into the required rear and side yards. In addition, where two homes are built on adjacent lots only one of the homes may install its air conditioner compressor unit in the adjacent side yard. The other adjacent home must install its air conditioner compressor unit in the opposite side yard or the rear yard.

- c. Minimum floor area per dwelling:
 - i. 30% of homes shall be required to have a minimum of 2,000 square feet of heated and air-conditioned living quarters/floor area.
 - ii. 90% of homes shall be required to have a minimum of 1,400 square feet of heated and air-conditioned living quarters/floor area.
 - iii. 95% of homes shall be required to have a minimum of 1,300 square feet of heated and air-conditioned living quarters/floor area.
 - iv. 100% of homes shall be required to have a minimum of 1,200 square feet of heated and air-conditioned living quarters/floor area.
- 5. Facade requirements.
 - a. “Masonry” defined: Building materials including brick, brick veneer, concrete, stone, rock, split face block or other materials of equal characteristics laid up unit by unit and set in mortar. For the purposes of this Ordinance, the following materials and applications shall not be considered to be masonry construction:
 - i. Fiber reinforced cementitious boards or panels (such as “Hardi plank” or “Hardi board”) designed to be attached directly to studs or sheathing by nails, screws or other types of mechanical connectors;
 - ii. Concrete masonry units (CMU); and
 - iii. Exterior insulating finish system (EIFS) or similar applications.
 - b. Minimum masonry construction requirements for all single family residences constructed on property located south of minor arterial are as follows:
 - i. Front façade - masonry 100% up to the soffit.
 - ii. Side façades - masonry on one story homes: 100%
 - iii. Side façades - masonry on two story homes: 50%
 - c. Minimum masonry construction requirements for all single family residences constructed on property located north of minor arterial are as follows:
 - i. Front façade: masonry 100% up to the soffit.
 - d. Masonry construction requirements for all commercial property located within the B-1 Local Business/Residential Mixed Use area shall comply with the ordinances and regulations in effect at the time application is made for a building permit.
 - e. All garage doors shall have a wood or wood like exterior or finish.
 - f. Minimum masonry construction requirements do not apply to areas that are considered to be masonry exclusions. “Masonry exclusions” means windows, doors, eaves, soffits, trim work, gables, walls above roof lines, and entryways/porches.
- 6. Landscape requirements.
 - a. Single family residential lots shall have at least one (1) 2” or larger caliper (measured at 6 inches above the ground or tree base) trees planted in the front yard of the residence prior to certificate of occupancy being issued.
 - b. Prior to the first Certificate of Occupancy being issued for each phase of the development an equal number of trees will be planted in the community based on the number of lots in each phase reflected on the plat.

7. Lighting. All parking in multifamily and non-residential areas shall have lighting fixtures, equipment and improvements positioned such that the light-emitting source is shielded and the light does not adversely impact adjacent or nearby residential areas. Light originating from multifamily and non-residential areas is not permitted to shine on any real property beyond the boundaries of the multifamily and non-residential areas from which the light originates.
8. All privacy fencing must be installed at a height of not less than six (6) feet and not more than eight (8) feet, except that within the front yard as defined in the City's Zoning Ordinance, no fence shall be higher than three and one-half (3½) feet above the established street grades within twenty (20) feet of any street intersection, measured at the property line. All fencing that is visible to the public must be stabilized with a metal fence post support beam concreted into the ground to a minimum depth of at least one third the height of the fence with a minimum of two (2) 2" dimensional horizontal rails for cedar or treated picket wood fence paneling.
9. All fencing that is adjacent to public right-of-way as shown in "Exhibit A" shall have masonry columns spaced and erected at the property corners.
10. The developer shall dedicated the ultimate ROW for the minor arterial thoroughfare in accordance with the Major Thoroughfare Plan and design the minor arterial thoroughfare in accordance with the City's design standards. However, the developer shall be required to construct the concrete pavement section that is proportional to the development, i.e. residential street. The construction of the pavement section must be constructed in a way to easily widen the pavement section with minimal impact to the traffic and be approved by the City Engineer.
11. All public improvements shall be subject to the approval of the City Engineer in compliance with the City of Brenham design standards.
12. The following will not be permitted within the R-2 Mixed Residential area or B-1 Local Business/Residential Mixed Use area within the Planned Development District:
 - a. Single Family Detached Units;
 - b. Cluster housing in accordance with cluster housing development provisions of the Subdivision Ordinance of the City of Brenham;
 - c. Group residential uses as provided by state law, such as "family homes," "community homes" or "group homes;"
 - d. Garage apartments;
 - e. Multifamily dwellings, including dormitories for students and fraternity or sorority houses;
 - f. Two-family dwellings or duplexes;
 - g. Mobile homes or manufactured homes;

- h. Zero lot line housing development, in accordance with zero lot line development provisions of the Subdivision Ordinance of the City of Brenham; or
 - i. Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, but not involving the conduct of a retail business.
- 13. A minimum of 12,000 square feet of all-weather trail(s) (for recreational purposes such as walking, jogging, biking, etc.) shall be constructed within the R-1 Residential area of the Planned Development District.
- 14. The R-1 Residential area shall have green space and perimeter landscaping as dedicated common areas owned and maintained by the homeowners association and designated as reserves on the subdivision plat.
- 15. A homeowners association shall be established and its governing documents recorded in the Official Public Records of Washington County prior to issuance of first building permit. Prior to recording with Washington County, the homeowners association governing documents must be submitted to the City for review and approval, and said governing documents shall ensure adequate maintenance of the common areas as shown on the master development plan in Exhibit "A."
- 16. The street layout shall conform to the master development plan shown in Exhibit "A."
- 17. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the change in zoning classification for the Property provided herein subject to the regulations, restrictions, terms, and conditions of the Planned Development District provided for herein.

PASSED and APPROVED on its first reading this the 29th day of November, 2018.

PASSED and APPROVED on its first reading this the 13th day of December, 2018.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

EXHIBIT "A"





AGENDA ITEM 8

DATE OF MEETING: November 29, 2018	DATE SUBMITTED: November 20, 2018	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☒ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-18-019 Adopting a Social Media Policy for the City of Brenham		
SUMMARY STATEMENT: This item was tabled at the November 1 st meeting; it is being brought back to the Council for consideration. During the October 18, 2018 council workshop, the Council, the City Attorney and staff discussed the need for the adoption of a social media policy. Staff believes that this Social Media Policy protects both the City's reputation and the community by ensuring that social media communication on behalf of the City reflects positively on both the employee and the City.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Resolution No. R-18-019		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: Approve Resolution No. R-18-019 Adopting a Social Media Policy for the City of Brenham		
APPROVALS: James Fisher		

RESOLUTION NO. R-18-019

A RESOLUTION APPROVING THE ADOPTION OF A SOCIAL MEDIA POLICY MANUAL FOR THE CITY OF BRENHAM, TEXAS

WHEREAS, the Brenham City Council wishes to establish certain policies to ensure that any communication on behalf of the City reflects positively on the City and its employees; and

WHEREAS, a Social Media Policy will addresses the responsibility of all employees and volunteers with regard to their personal use of social media; and

WHEREAS, a Social Media Policy will outline the protocol and procedure for employee and volunteer use of social media to disseminate public information and/or promote special events, programs, and services on behalf of the City of Brenham; and

WHEREAS, it is in the best interest of the City of Brenham to adopt a Social Media Policy; and

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 a Social Media Policy for the City of Brenham attached hereto as “Exhibit A” and incorporated herein for all purposes.

Section 3: That any and all previously adopted Social Media Policies are hereby repealed.

Section 4: That this Resolution shall be in full force and effect beginning on December 1, 2018 after its passage and approval according to law.

PASSED and APPROVED this the 29th day of November, 2018.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

“Exhibit A”
CITY OF BRENHAM
SOCIAL MEDIA POLICY

1. PURPOSE

The City of Brenham (“City”) has a vested interest in protecting its reputation and the community by ensuring that an employee’s communication on behalf of the City not only reflects positively on the employee, but also on the City.

This policy addresses the responsibility of all employees and volunteers with regard to their personal use of social media. This policy also outlines the protocol and procedure for employee and volunteer use of social media to disseminate public information and/or promote special events, programs, and services on behalf of the City of Brenham.

2. DEFINITION

For purposes of this policy, “social media” shall mean the use of technology in combination with electronic social networks or social media sites of any type. “Social media sites” are third party websites, software applications and similar computer programs which allow for the creation of and access to content and dialogue around a specific issue or area of interest and may include, but not be limited to, Facebook, Twitter, Instagram, Snapchat, LinkedIn, MySpace, YouTube, blogs, Wikis, chat rooms, on-line forums and any other form of social media.

“City social media sites” are those websites, pages, sections, or posting locations in social media that are established or maintained by an employee of the City who is authorized to do so as part of the employee’s job and that are used to conduct City business; disseminate public information and/or promote special events, programs, and services on behalf of the City; and/or communicate with or gather feedback from City residents and other interested persons.

“City social media sites” also include official City of Brenham websites and all forms of on-line community sites that are established and maintained by the City of Brenham. Social media activity includes but is not limited to texting, blogging, posting, and other actions involving technology and social media sites.

“City social media content” means information, images, or photographs posted or provided to a City social media site by a City employee or authorized representative when such activity is a part of the employee’s or authorized representative’s job duties.

For the purposes of this Social Media Policy only, the term “employee” shall mean a full-time, part-time, or temporary/seasonal employee, contract employee/entity, or volunteer for the City.

3. COVERAGE

This policy applies to all City departments and employees.

4. EMPLOYEE PERSONAL USE OF SOCIAL MEDIA

The lines between public and private, personal and professional can become blurred in social networks. With that in mind, below are the City's expectations regarding social media use by City employees while off duty.

- 4.1 When using social media for personal purposes, employees shall not post or discuss confidential information about the City's employees, citizens, vendors, issues, business, or legal matters without express consent to do so from the City Manager, department director and/or the Communications & Public Relations Manager. Additionally, in certain situations, disclosure or posting of confidential information may also violate state law and/or subject the employee to civil liability and/or criminal penalties.
- 4.2 Personal use of social media while off duty must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City or violate any City policy.
- 4.3 Employees are expected to act responsibly while off duty and to exercise good judgment when using social media. Employees shall comply with the following when engaging in personal use of social media:
 - Respect all employees and the City. Do not post any information and/or pictures on the Internet that may defame, embarrass, insult, demean or damage the reputation of the City or any of its employees. Recognize that postings, even if done off premises and while off duty could have an adverse effect on the City.
 - Do not post any information and/or pictures that may constitute a violation of any City policy.
 - Do not post pictures or other content containing images of City uniforms or insignia, City logos, City equipment or City work sites unless the employee obtains prior written permission from the Department Director.
 - Do not use City names or identifiers for your personal social media accounts or email accounts. The City may require removal of any material that violates this policy, is disruptive to the workplace or impairs the mission of the City.

5. USE OF SOCIAL MEDIA ON DUTY

The City of Brenham permits the use of social media while on duty for the purpose of promoting and conducting City business. All posts, generation of content and use of social media on behalf of the City require department director approval. However, the City prohibits all personal use of social media while on duty regardless of whether the personal use is on a personal device or City-owned equipment, public Wi-Fi or City-owned private network unless such use is expressly permitted by the Department Director.

- 5.1 All communication representing the City through social media sites shall be professional in nature. Incomplete, inaccurate, inappropriate, threatening, demeaning, harassing or poorly worded postings may be harmful to the City's reputation or violate City policy. Such wording will be removed, or be directed to be removed, by the City Manager, City Secretary, Director of Human Resources, or the Communications & Public Relations Manager.
- 5.2 All employees bear full responsibility for the material they post on social media sites. Inappropriate usage of social media can be grounds for disciplinary action, up to and including termination.
- 5.3 Any employee who is tasked with generating content for a social media site must submit all content to their Department Director for prior approval before that content is made public.
- 5.4 Employees shall comply with copyright laws, and must accurately cite/reference the employee's sources. Plagiarism is prohibited.
- 5.5 All information published on social media sites must comply with City of Brenham's privacy and/or data policies. This requirement includes comments, pictures, video, audio, or any other multimedia content posted on social media sites.
- 5.7 Media inquiries generated on social media sites should be referred to the City Secretary, the Communications & Marketing Specialist or the City Manager.

6. CITY SOCIAL MEDIA SITES

- 6.1 City social media sites established by or on behalf of the City of Brenham are the property of the City of Brenham. All social media sites and email accounts shall be established by the Communications & Public Relations Manager or other person or entity designated by the City Manager, with input and assistance from the Information Technology Department.
- 6.2 The Communications & Public Relations Manager, in partnership with the Information Technology Department, shall be responsible for the technical oversight of the City of Brenham's social media sites to include:
 - a. Establishing City social media sites and related email accounts; and
 - b. Maintaining a list of City social media site domains, account logins and passwords, and changing passwords. Notification to the Communications & Public Relations Manager and the Information Technology Department is required if an employee is no longer designated to generate, publish and/or update content on a City social media site(s).
- 6.3 City social media sites must meet one or both of the following purposes:
 - a. Provide the public and residents of Brenham information about City events, activities and issues.
 - b. Promote the positive aspects of the City of Brenham to those in and outside the community.

- 6.4 The City's official website, www.cityofbrenham.org, will remain the primary location for internet content regarding City business, services and events. Whenever possible, links within City social media sites should direct users back to the City's website for more information, forms, documents or on-line services necessary to conduct business with the City of Brenham.
- 6.5 A request for the establishment of a City social media site must be submitted to the Communications & Public Relations Manager, and must also obtain approval by the City Manager, prior to the establishment of the City social media site. Requests must include:
- a. Purpose for the site and intended content to be posted/shared including the primary audience to be served;
 - b. Explanation of how often the site's content will be reviewed and updated to ensure material accuracy, timeliness and appropriateness; and
 - c. Identification of employee(s) responsible for managing/overseeing the site and corresponding with the public (employee's name and position must be included) as well as describing what provisions will be made for performance of these duties if the responsible employee(s) leaves the position or is absent from work.

7. CONTENT MANAGEMENT FOR CITY SOCIAL MEDIA SITES

- 7.1 Only designated department employees approved by the Department Director are authorized to publish content on City social media sites. City departments are required to maintain a list of all such authorized employees.
- 7.2 Department directors are responsible for monitoring City social media site activity and ensuring content is consistent with the goals and objectives of the City.
- 7.3 Departments are responsible for responding to public commentary, inquiries or complaints - pertaining to the City or partnering entities – which pertains to the message and intention of the original post. Additional responses may be made at the Department's discretion. Responses must be approved by the Department Director or his/her designee. Any inquiries or complaints regarding entities not affiliated with the City of Brenham shall be directed to the Communications & Public Relations Manager.
- 7.4 Communications utilizing City social media sites are public records. Posts and publication of content by City employees and any feedback and/or content posted by others are public records of the City of Brenham and will be subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code).
- 7.5 Content posted by "friends," "followers," "fans" or others who are not employees of the City will not constitute a representation, agreement or endorsement on the part of the City of Brenham. The City of Brenham reserves the right to hide and/or delete any comment, content or posting that is deemed: inappropriate; an advertisement or commercial in nature; to imply, promote, or encourage illegal activity; contrary to the safety of City employees or the public; to oppose or support political candidates or propositions; violates the legal ownership of another party (such as copyrighted material); obscene; sexual; pornographic; malicious; offensive; threatening; profane; insulting; grossly inaccurate or unrelated to the purposes, content or scope of the City social media site.

Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, disability, national origin or sexual orientation will not be permitted, and the City reserves the right to hide and/or delete such content.

In the event that an individual repeatedly posts comments or other content in violation of this Section 7.5, the City of Brenham reserves the right to block the user from posting comments or other content to City social media sites/pages. The same will apply to commercial posting conducted by a spam account. Users may be permanently blocked after the third time a comment or other content is deemed in violation of this Section 7.5.

7.6 Any comments posted by external parties on City of Brenham social media sites are not official public testimony concerning any proposal, project or program. An opinion expressed on a City of Brenham social media site is posted for discussion only and is not a substitute for a formal statement in a public hearing process.

7.7 If a question arises regarding the use or posting of confidential information (e.g. litigation, investigations, etc.) on a City social media site, the matter shall be referred to the City Attorney for review. The information in question shall not be posted, or if already posted, shall be removed until an opinion is rendered by the City Attorney. The City Manager or designee reserves the right to restrict or remove City information from an official City social media site if the City Manager determines the information to be proprietary, copyrighted, protected by the attorney-client privilege, subject to state or federal confidentiality or privacy laws, or in violation of Section 7.5 herein above.

8. DISCLAIMER

8.1 Each City of Brenham Social Media Site/Page must include a Disclaimer that contains the following information:

“The City of Brenham does not warrant or make representations or endorsements as to the quality, content, suitability, accuracy, or completeness of the information, text, graphics, links, and other items contained on a City social media site’s server or any other server. Such materials have been compiled from a variety of sources, and are subject to change without notice from the City. The City’s primary and predominant internet presence shall remain the City’s official website at www.cityofbrenham.org and no other website or social media site can characterize itself as such. The City reserves the right to completely delete or hide, when appropriate and as soon as feasible, any posting or content unrelated to the purpose and topical scope of the City social media site/page.

Comments posted on this site by “friends,” “fans,” or “followers” or others will be monitored and any postings or comments that are deemed: inappropriate; an advertisement or commercial in nature; to imply, promote, or encourage illegal activity; contrary to the safety of City employees or the public; to oppose or support political candidates or propositions; violates the legal ownership of another party (such as copyrighted material); obscene; sexual; pornographic; malicious; offensive; threatening; profane; insulting; grossly inaccurate; proprietary; copyrighted; protected by the attorney-client privilege; or subject to state or federal confidentiality or privacy laws may be deleted without notice.

Except to the extent required by law, communications made through e-mail and comments posted shall in no way be deemed to constitute legal notice to the City of Brenham or any of its agencies, officers, employees, agents, or representatives with respect to any existing or potential claim or cause of action against the agencies, officers, employees, agents or representatives where notice to the City is required by any federal, state or local laws, rules or its regulations.

Further, comments on a social media site should not be utilized as a method of contacting the City in case of an emergency. Requests for City services or aid should be directed to (979) 337-7200. In cases of an emergency, please call 9-1-1.

9. ENFORCEMENT

Violations of this policy may result in immediate revocation of any or all electronic communications access and user privileges and may be grounds for disciplinary action up to and including termination. Certain violations could result in civil or criminal liabilities for the user. Individual supervisors do not have the authority to make exceptions to this policy.

No employee or volunteer should have any expectation of privacy or confidentiality when using any City resource, including the city's public and private networks. The City reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed, or received through its communications systems or equipment at any time.

10. CONTENT RESTRICTIONS

In keeping with the goals and objectives of the City of Brenham to provide educational and governmental information, certain types of content are not allowed. These include, but are not limited to the following:

1. Political Use of Any City Website or City Social Media Site: City Websites/City social media sites may not be utilized for the promotion or "use" of any elected official, candidate, or measure. Specific advertising messages on behalf of or opposing any political candidate or measure on any ballot shall not be permitted.
2. Position Advocacy: Any direct advocacy messages, including specific promotional messages on behalf of or opposing any ballot initiative, measure proposals, or items under consideration of the City Council, its commissions, or advisory bodies shall not be permitted.
3. Commercialism: There shall be no commercial advertising or other information which promotes the sale of any product or service offered, except for promotional announcements of City sponsored or sanctioned events, or approved sponsorship acknowledgments.
4. Lotteries: Advertising of other information concerning any lottery, gift enterprise, or similar promotion is prohibited.
5. Promotion of Religion: Programming which directly promotes religious beliefs or religious philosophies shall not be presented on any City website/City social media site.

6. Promotions: Promotional announcement for City sponsored or sanctioned events will be permitted on the City of Brenham's websites/social media sites. However, promotional announcements for events, charities, or outside organizations in which the City has no official interest or sponsorship shall not be permitted.
7. Defamatory Material: Subject matter which is defamatory in nature (i.e. slander) shall not be presented on the City's websites.
8. Indecent or Obscene Content: There shall be no presentation of programming content which, in the opinion of the City Manager or his/her designee, is indecent, obscene, illegal or in violation of Section 7.5 herein above.
9. Copyright Restrictions: Programs containing copyrighted materials will not be posted on any City website/City social media site without proper copyright authorization. Outside agencies submitting content for posting are responsible for obtaining all necessary copyright clearance and shall hold the City, its officers and agents, harmless in any case of copyright infringement.
10. Liability: The City of Brenham will not be responsible for the accuracy of any information posted on any City website/City social media site that was provided by outside sources.

11. USE BY BOARDS OR COMMISSIONS

Due to open meetings requirements, individual members of a board or commission of the City must refrain from participating in postings or discussion threads on City Social Media Sites created and maintained by the department or group of which they advise.

With permission of the City Manager, a department may set up an online message board or similar Internet application that complies with Texas Government Code Section 551.006. If such an online message board or similar Internet application is created and after training of that board and commission on use of the site, members of that board or commission may post on that site in compliance with Texas Government Code Section 551.006.

12. REPORTING VIOLATIONS

The City urges employees to report any violations of this policy, or possible perceived violations of this policy, to their supervisor, department director, Communications & Public Relations Manager or the Human Resources Department.



AGENDA ITEM 9

DATE OF MEETING: November 29, 2018	DATE SUBMITTED: November 20, 2018	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Stephanie Doland	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Appointment of Members to the City of Brenham's Comprehensive Plan Advisory Committee (CPAC) and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: On September 20, 2018, the City Council approved a professional services agreement with Planning Consultant, Kendig Keast Collaborative (KKC) for the purposes of developing a Comprehensive Plan update. The Comprehensive Plan process includes a large public input component. Citizens, local businesses, local elected and appointed officials, and all community stakeholders are strongly encouraged to participate in the 12-month planning process. KKC has expertise in developing long range planning documents and Comprehensive Plans and is familiar with best practices to encourage and facilitate public participation for the project. KKC will be tasked with collecting public input and formulating community wide goals and objectives in priority order. When the Request for Qualifications was published in April and May 2018, staff included in the scope of the project the formation of a Comprehensive Plan Advisory Committee (CPAC). The CPAC will be tasked with working alongside KKC and City Staff to assist in the development of the plan and to serve as the "sounding board" for the consultants during the formation of the Comprehensive Plan. The CPAC is expected to meet at least four (4) times during the project, and will be encouraged to attend additional public input meetings and related functions. During the regularly scheduled Council meeting on November 1, 2018 Council recommended Councilmember Keith Herring as the CPAC Council representative and Councilwoman Susan Cantey as the alternate representative. At the same meeting, councilmembers listed five individuals to consider for the three at-large positions on the CPAC, David Folschinsky, Mary Lou Winkelmann, Becky Bosse, Allan Colvin, and Shirley Harris. Staff contacted all five members and each expressed an interest to serve on the CPAC. On November 20, 2018 City Staff met with the Boards, Commissions, and Committees sub-committee and presented the list of volunteers for the CPAC. At that time, the sub-committee reviewed the list and recommended the attached list of representatives proposed to comprise the CPAC, including Mary Lou Winkelmann, Allan Colvin, and Shirley Harris as the at-large members. Following consideration and appointment		

of the proposed CPAC, staff will contact the appointees and schedule the first CPAC meeting for the second week in December.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference): N/A
ATTACHMENTS: (1) List of representatives proposed to comprise the CPAC
FUNDING SOURCE (Where Applicable): N/A (On September 20, 2018 Council approved a Professional Services Agreement with Kendig Keast Collaborative for professional services related to development of a Comprehensive Plan for an amount not to exceed \$259,825.00)
RECOMMENDED ACTION: Approve the appointment of members to the City of Brenham's Comprehensive Plan Advisory Committee (CPAC) and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

Comprehensive Plan Advisory Committee:

1. Airport Advisory Board

Bryan Butler – Representative
Michele Bright – Alternate

2. Board of Adjustment

Thomas Painter – Representative
MaLisa Hampton – Alternate

3. Brenham Community Development Corporation (BCDC)

William H. (Bill) Betts – Representative
Atwood Kenjura – Alternate

4. Library Advisory Board

Lu Hollander – Representative
Lillian Marshall– Alternate

5. Main Street Board

Jim Moser – Representative
Tiffany Morisak – Alternate

6. Parks & Recreation Board

Paula Buls – Representative
Ginger Bosse – Alternate

7. Planning & Zoning Commission

Keith Behrens – Representative
Lynnette Sheffield – Alternate

8. City Council

Keith Herring – Representative
Susan Canteley – Alternate

9. Brenham Independent School District

Jessica Johnston – Director of Communications
and Community Relations

10. Brenham Independent School District

Rebecca Chovanec – Student representative

Landon Rhoden – Student representative

11. Blinn College

Dr. John Turner – Assistant Vice Chancellor for
Student Services
& Executive Dean of the Brenham Campus

12. Blinn College

Shelby Sheets – Student representative

13. City Council Appointee

Allan Colvin

14. City Council Appointee

Shirley Harris

15. City Council Appointee

Mary Lou Winkelmann



AGENDA ITEM 10

DATE OF MEETING: November 29, 2018	DATE SUBMITTED: November 16, 2018															
DEPT. OF ORIGIN: Library-146	SUBMITTED BY: Andria Heiges															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
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☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Contract Between the City of Brenham and MLN Service Company for Quarterly Maintenance and Annual Inspections of the HVAC System at the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: MLN Service will provide three operating and one annual inspection and maintenance on the (4) AAON units (8) Trane Units, an IT-Ductless Split, and (3) Greenheck exhaust fans, in order to keep the equipment in proper operating condition. The full scope of services is summarized in the attached contract.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Expertise in servicing and maintaining AAON systems. B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Service Contract																
FUNDING SOURCE (Where Applicable): Budgeted																
RECOMMENDED ACTION: Approve a three year contract with MLN Service Company in the amount of \$9,508 per year for Quarterly Maintenance and Annual Inspections of the HVAC System at the Nancy Carol Roberts Memorial Library and authorize the Mayor to execute any necessary documentation																
APPROVALS: James Fisher																



Service Offerings

Mechanical Services - TACLA014096E

Plumbing Services - MPL 17335

Filter Services

Building Automation Services

Fire Alarm Services - ACR-1910735

Fire Extinguisher Services - ECR-1910739

Fire Protection Services - SCR-G-1736699



Nancy Carol Roberts Memorial Library – Brenham, Texas

100 Martin Luther King Jr Pkwy

Date: 9/10/2018

MLN Service Company ("MLN Service") will provide complete maintenance services to the City of Brenham (City) for the equipment listed in the *Equipment Covered* section based upon the *Scope of Services* outlined in this section. All work will be performed during normal working hours unless otherwise indicated in the Terms and Conditions section of this agreement.

The tasks outlined in the maintenance schedules will be performed in accordance with the guidelines set forth in this agreement. Agreement performance shall be completed and submitted to the owner or representative after each inspection. Recommendations, if any, will be listed and should be considered to reduce overall operating costs and/or improve equipment performance. Operating instructions will be provided on applicable equipment during scheduled inspections.

TYPE OF COVERAGE - MLN Service will provide three operating and one annual inspection and maintenance on the listed equipment in order to keep the equipment in proper operating condition.

REPLACEMENT PARTS - Oil lubricants, materials, and supplies to be included as necessary to perform the operating inspections, and annual inspection.

UNSCHEDULED SERVICE – Unscheduled service shall be provided as a supplemental service (See paragraph "Supplemental Services").

EMERGENCY SERVICE – Emergency service shall be provided as a supplemental service (See paragraph "Supplemental Services").

REPORTS – A detailed report of each inspection shall be issued to the customer. This report will include equipment log readings taken during inspections, condition of equipment, recommended repairs, and recommendations in reducing energy consumption, where applicable.

EQUIPMENT – Under this agreement, the service contractor shall provide maintenance services on all equipment as specified.

SUPPLEMENTAL SERVICES – Additional services shall be furnished upon request and proper authorization from the owner. All additional services will be invoiced at the preferred customer rate. Additional services may also be added to this agreement through an authorized addendum.

PERSONNEL – Under this agreement, the contractor shall use specially trained personnel familiar with both systems and equipment shown. All of whom are specialists in HVAC, Refrigeration, and Electronic System Maintenance and Service.

AGREEMENT TERMS –The initial term of this agreement shall be three (3) years, beginning on the date of acceptance by the purchaser and seller and shall remain in effect for three (3) years from such date and shall automatically renew yearly thereafter unless this agreement is otherwise terminated or altered as permitted under the general conditions.

Computer Room Unit – Ductless Direct Expansion Split System

- ✓ Check coil condition.
- ✓ Check filter condition, remove filter, wash and reinstall.
- ✓ Check humidifier and clean as required. (if applicable)
- ✓ Check fan and motor bearings, lubricate as required.
- ✓ Check thermostat operation.
- ✓ Check all wiring.
- ✓ Check insulation, vibration, and any unusual noise.
- ✓ Check all safety and operating controls.
- ✓ Check compressor general operation and condition.
- ✓ Check discharge pressure and suction pressure.
- ✓ Check refrigerant charge.
- ✓ Log readings and discuss with owner's representative.

Annual Inspection will include all above plus the following:

- ✓ Clean condenser coil.
- ✓ Check drip pan and drain condition.

Quarterly Rooftop Packaged Air Conditioning Unit

- ✓ Inspect evaporator coil condition.
- ✓ Inspect drain pans and lines.
- ✓ Check condenser coil condition.
- ✓ Check condenser coil condition
- ✓ Check blower assembly.
- ✓ Check belt alignment and tension, adjust as required.
- ✓ Check motor mountings and sheaves.
- ✓ Lubricate as required.
- ✓ Check motor operating conditions (volts, amperages, etc.)
- ✓ Check air volume controls and adjust if necessary (where applicable).
- ✓ Set up operating log.
- ✓ Check and adjust operating and safety controls.
- ✓ Lubricate all new moving parts as required.
- ✓ Check discharge, suction and oil pressure.
- ✓ Check space conditions.
- ✓ Provide and change filters as required.
- ✓ Check electric heat operation.
- ✓ Verify Staging of heating elements.

Annual Inspection will include all above plus the following:

- ✓ Rinse clean Condenser coils.
- ✓ Replace drive belts, if applicable.

Exhaust fans

- ✓ Check for proper operation.
- ✓ Lubricate, if applicable.
- ✓ Check and adjust belts, if applicable.
- ✓ Replace belts one time annually.

ITEM#	TAG	MFG.	MODEL	SERIAL	LOCATION
1.	RTU#1	AAON	RN-006-8	201510-ANEF13113	Roof
2.	RTU#4	AAON	RQ-004-8	201510-AYED02340	Roof
3.	RTU#8	AAON	RN-006-8	201510 -ANEF13114	Roof
4.	RTU#3	AAON	RQ-004-8-V	201510-AYEDO02372	Roof
5.	RTU#2	Trane	4WCC4030	154110996L	Roof
6.	RTU#12	Trane	4WCC4030	154112355L	Roof
7.	RTU#11	Trane	4WCC4030	154112328L	Roof
8.	RTU#10	Trane	4WCC4036	154011788L	Roof
9.	RTU#9	Trane	4WCC4036	15401239L	Roof
10	RTU#7	Trane	4WCC4024	154112288L	Roof
11.	RTU#6	Trane	4WCC4024	154111763L	Roof
12.	RTU#5	Trane	4WCC4024	154111122L	Roof
13.	IT-Ductless Split	LG	LSU120HSV4	506KASL	Roof
3 - Each Small Greenheck exhaust Fans					Unknown
					Roof

Option One – Three (3) Quarterly and One (1) Annual Inspection

PRICE AND PAYMENT – The services detailed in this agreement will be provided at an annual price of **\$ 9,508.00**

Customer shall pay The MLN Service Company **\$2,377.00** *quarterly, payable in arrears.*

Option Two – One Annual Inspection only

PRICE AND PAYMENT- The services detailed in this agreement will be provided at a price of **\$ 3,554.00**, *plus applicable taxes.*

There will be no automatic increase in pricing during the initial or any renewal term of this agreement. Price increase may be requested at any renewal date following the initial term provided that such request shall be made in writing by the contractor and at least sixty (60) days prior to the renewal date.

EXCLUSIONS

It is understood that the following is not included in this agreement.

- A. Operation or design of any equipment or systems.
- B. Services, repairs or replacement necessitated by misuse, improper operation of covered equipment against our recommendations, or negligence of customers, customer's employees or guests.
- C. Correction or replacement of equipment or components damaged due to corrosion, vibration, electrolytic action or other causes beyond our control.
- D. Inspections, alterations or replacements required by insurance companies, municipal or governmental authorities.
- E. Replacement of major components which cannot be repaired due to age or unavailability of replacement parts.
- F. Replacement or servicing of equipment or components such as pneumatic piping, circuit breakers, electrical services or wiring, non-moving parts such as pressure vessels, tubes, panels, thermostats, and decorative casings unless specifically included in the Agreement.
- G. Remote Monitoring.
- H. Where Fire Protection or Fire Detection Systems exist, MLN Service requests the customer disarm all Systems at all times services are being performed. MLN Service assumes no responsibility for any discharge or alarm that may occur at any time.
- I. The removal of or disposal of any and all toxic materials. This will be the responsibility of the Customer.
- J. Responsibility and liability for the indoor air quality, mold or mildew in or around the Customer's facility, including without limitation injury or illness to occupants of the facility or third parties.

- K. MLN Service excludes the removal and/or encapsulation of any and all asbestos-containing materials. The removal and/or encapsulation of all asbestos-containing materials will be the responsibility of the Owner or General Contractor and all costs of testing will be paid by the Owner or General Contractor. The Owner or General Contractor is to provide MLN Service Company a safe environment in which to perform the work.
- L. MLN Service is not responsible for any additional labor, materials, or expenses required to comply with laws or regulations imposed or set forth by Governmental agencies, including but not limited to the disposal, storage, handling, recovery, and/or recycling of refrigerants, used oil, filter dryers, and other hazardous materials.
- M. If anyone other than MLN operates or services the covered equipment, MLN will not be responsible for any costs to repair and or maintain the covered equipment. MLN will also have the right to cancel this agreement immediately.

CUSTOMER RESPONSIBILITIES

In order to permit us to properly perform the services included in the Agreement, Customer agrees to:

1. Provide reasonable and timely access to all equipment covered in this agreement.
2. Allow us to start and stop equipment, as necessary.
3. Where not included in this agreement, to provide water treatment, as appropriate, for the proper functioning of the equipment covered in this agreement.

LIMITATIONS OF LIABILITY

Contractor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its offices, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this agreement to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

Neither party shall be liable for any delay or default in performing hereunder, including payment, if such delay or default is caused by any condition reasonable beyond that party's control, such as governmental restrictions, domestic or international problems, acts of God, interruption or irregularities in electrical power or telephone services, embargoes, or the unavailability of material or parts.

FISCAL FUNDING

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to determine without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contract. The City reserves the right to rescind the contract at the end of each fiscal year if it determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

APPLICABLE LAW AND VENUE

The laws of the State of Texas shall govern this Agreement. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

NO BOYCOTT OF ISRAEL

By signing this agreement, Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or services, to a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Contractor further certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any

(the Contractor Companies), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "Boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relation with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

CONFLICT OF INTEREST

By doing business or seeking to do business with the City, Contractor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are responsible for compliance.

TERMINATION

In addition to the rights under the payment provisions, MLN Service may terminate this Agreement upon five - (5) days written notice to Customer for any material breach of this agreement including but not limited to non-payment or Customer allowing other persons or entities to work on the equipment covered by this Agreement.

Either party may terminate this agreement upon the anniversary date of this Agreement provided; however, that written notice of such termination is received by the non-terminating party at least thirty (30) days prior to the anniversary date. Neither party shall be liable to the other party for any reason because of such termination at the termination date.

ENTIRE AGREEMENT

When executed by the parties and approved by our authorized representative, this Agreement contains the entire Agreement between parties with respect to the services covered herein. No other representations, warranties, or statements (whether expressed or implied), shall be binding upon us unless expressly agreed to in writing by our authorized representative.

ACCEPTANCE:

APPROVAL:

Option One _____

Customer Name

BY: _____

Title: _____

Acceptance Date: _____

Option Two _____

MLN Service Company

BY: Terry L. Sowell

Title: VICE PRESIDENT

Approval Date: 11-5-2018

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin,

Texas 78711, 1-800-803-9202 512-463-6599. www.tdlr.texas.gov, TACLA014096E

Regulated by TSBPE, P.O. Box 4200, Austin, Texas 78765, 1-800-845-6584, 512-936-5200. <http://www.tsbpe.state.tx.us>, MPL 17335



AGENDA ITEM 11

DATE OF MEETING: November 29, 2018	DATE SUBMITTED: November 21, 2018	
DEPT. OF ORIGIN: Library	SUBMITTED BY: Andria Heiges	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Multi-Year Lease Agreement Between the City of Brenham and Ricoh USA, Inc. for the Lease of a Printer for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: As computer usage and printing by library patrons has continued to increase, so have expenditures on printer cartridges. The current public printer was received through a grant and is up for replacement as well. The Ricoh lease should allow us to save money and requires a monthly fee that is based on an average printing rate. The lease includes print cartridges that will be provided by Ricoh. Staff looked for a printer that met the Library's needs and selected a Ricoh Model MC307. Ricoh pricing is from U.S. Communities Cooperative Contract No. 4400003732. The yearly base cost of the printer lease will be \$3,712.00 and includes a print allowance, maintenance, parts, toner and all supplies other than paper		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Meets needs of the Library. B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ricoh Lease Agreement		
FUNDING SOURCE (Where Applicable): Department Budget		
RECOMMENDED ACTION: Approve a three (3) year Lease Agreement between the City of Brenham and Ricoh USA, Inc. in the amount of \$3,712.00 per year for the lease of a printer for the Nancy Carol Roberts Memorial Library and authorize the Mayor to execute any necessary documentation		
APPROVALS: James Fisher		



Product Schedule

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and **BRENHAM, CITY OF**, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

BRENHAM, CITY OF				Sara Parker			
Customer (Bill To)				Billing Contact Name			
100 MARTIN LUTHER KING JR PKWY				200 W VULCAN ST			
Product Location Address				Billing Address (if different from location address)			
BRENHAM		TX	77833	BRENHAM		TX	77833-3149
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (979)337-7247			Billing Contact Facsimile Number		Billing Contact E-Mail Address sparker@cityofbrenham.org		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	MPC307

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 36	Minimum Payment (Without Tax) \$ 78.10	Minimum Payment Billing Frequency ☒ Monthly ☐ Quarterly ☐ Other: _____	Advance Payment ☐ 1st Payment ☐ 1st & Last Payment ☐ Other: _____
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Sales Tax Exempt: ☒ YES (Attach Exemption Certificate)

Addendum(s) attached: ☒ YES (check if yes and indicate total number of pages: 2)

Customer Billing Reference Number (P.O. #, etc.) _____

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: X _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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25482143



ORDER AGREEMENT

Master Maintenance and Sale Agreement Date:		Sale Type :	LEASE
---	--	-------------	-------

BILL TO INFORMATION			
Customer Legal Name: BRENHAM, CITY OF			
Address Line 1: 200 W VULCAN ST		Contact:	SARA PARKER
Address Line 2:		Phone:	(979) 337-7247
City: BRENHAM		E-mail:	SPARKER@CITYOFBRENHAM.ORG
ST / Zip: TX/77833-3149	County: WASHINGTON	Fax:	

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
☐ Sales Tax Exempt (Attach Valid Exemption Certificate)	☐ Fixed Service Charge ☐ Add to Existing Service Contract # _____
☐ PO Included PO# _____	☐ PS Service (Subject to and governed by separate Statement of Work)
☐ Syndication	☐ IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including by not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signature. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.).

SERVICE INFORMATION				
Service Term (Months)		Base Billing Frequency		Overage Billing Frequency
36 Months		MONTHLY		SEMI-ANNUALLY
Service Type	Guaranteed Group Total Allowance (Per Base Billing Frequency)		Group Overages	
	B/W		B/W	
Gold		100		\$0.009
	Color	4,000	Color	\$0.05
				Service Base (Per Base Billing Frequency) \$232.90

SHIP TO INFORMATION			
Customer Name: BRENHAM CITY OF			
Address Line 1: 200 W VULCAN ST		Contact:	Parker, Sara
Address Line 2:		Phone:	(979)337-7247
City: BRENHAM		E-mail:	sparker@cityofbrenham.org
ST / Zip: TX/77833-3149	County: WASHINGTON	Fax:	

PRODUCT INFORMATION	
Product Description	Qty
MPC307	1



ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	
Silver: Includes all supplies. Excludes paper and staples.	Buyout:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions:		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ONE DOLLAR (\$1.00) PURCHASE OPTION ATTACHMENT

THIS ONE DOLLAR (\$1.00) PURCHASE OPTION ATTACHMENT (this "Attachment"), dated as of the ____ day of _____, 20____, is to that certain agreement/product schedule no. _____ - _____ (the "Agreement"), between Ricoh USA, Inc. ("we" or us") and BRENHAM, CITY OF _____ as customer ("Customer" or "you"). Except to the extent modified by this Attachment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. This Attachment is incorporated into and made a part of the Agreement, effective as of the same day as the Agreement. To the extent of any conflict between the terms of this Attachment and the terms of the Agreement, the terms of this Attachment will prevail and control.
2. Notwithstanding anything to the contrary in the Agreement, if no default has occurred and is continuing under the Agreement and all your obligations under the Agreement have been satisfied, we will release any security interest that we may have in the Equipment. You shall have no obligation to provide any end-of-term notice to us, and the Agreement will terminate and not be renewed.
3. It is the mutual intention of the parties that Customer shall be considered the owner of the Equipment (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Equipment, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Equipment free of all liens and encumbrances. You hereby grant to us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under the Agreement. In the event of a default under the Agreement, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Agreement, including, without limitation, the right to repossess the Equipment free and clear of any of your rights and interests in the Equipment.
4. In addition to the payments under the Agreement, you agree to pay all sales, use, excise, gross receipts and other taxes, charges and fees upon or with respect to the Equipment or the possession, ownership, use or operation, control or maintenance thereof and relating to the Agreement, whether due before or after the end of the term of the Agreement, to the extent legally permissible. You agree to file all required property tax returns and promptly pay all property taxes that may be assessed against the Equipment and, if we request, provide us

5. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE AGREEMENT, THIS ATTACHMENT OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE AGREEMENT AND THIS ATTACHMENT.

CUSTOMER

X

Print Authorized Signer Name	Title
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RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

THIS ADDENDUM (this "Addendum"), dated as of the ____ day of _____, is to that certain US Communities Master Lease Agreement no. _____ (the "Agreement"), dated as of the 7 day of June, 2018, between Ricoh USA, Inc. ("we" or "us") and CITY OF BRENHAM, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

- Section 18(b) of the Agreement shall be amended and restated to read as follows:

"(b) Non-Appropriation. (i) You intend to remit all Payments and other charges due to us under any Schedule to this Lease Agreement for the entire term of such Schedule if funds are legally available. In the event you are not granted an appropriation of funds at any time during the term for the Product subject to any Schedule to this Lease Agreement and the non-appropriation did not result from an act or omission, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) at least thirty (30) days prior to the end of your then current fiscal year, or, if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, your chief executive officer (or legal counsel) shall certify in writing that (x) funds have not been appropriated for the fiscal period and (y) such non-appropriation did not result from any act or failure by you, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year; provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation."

- Section 18(c) of the Agreement is hereby deleted in its entirety.
- Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER**Ricoh USA, Inc.**

X

*Authorized Signature*_____
Date_____
*Authorized Signature*_____
Date_____
Print Authorized Signer Name_____
Title_____
Print Authorized Signer Name_____
Title



AGENDA ITEM 12

DATE OF MEETING: November 29, 2018	DATE SUBMITTED: November 13, 2018
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Rejection of Bid No. 8-2018 Related to Henderson Park Improvements, Phase I, and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY: On October 24th the City of Brenham and Strand Associates open bids related to the Henderson Park Phase I Improvements. These improvements consisted of building/restroom improvements, which would bring them into ADA compliance, ADA Parking lot improvements, additional sidewalks connecting the pavilion, playscape and concession area along with a barbeque pit, slab and roof structure. It was estimated that this work could be completed for around \$200,000. With only 1 bid received, we feel that this was not a good comparison and we would like to see bids that are more competitive. We have met with Strand and will be looking to re-bid this project in January in which we will have a better breakdown to choose from due to more alternates being placed in the bid. Either at that point, we can decided to award some of the improvements or reject bids again or construct one item at a time until more funding becomes available. Both Strand and the City felt that at least 3 bidders would bid, as at the time of pre-bid, 3 companies were present and showed interest in the project. We have also taken out some small items in which our Parks Dept. can easily conduct in house relating to sodding and buying and planting a decorative tree.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Will re-bid and hopefully get closer bids with more bidders B. CONS: Going through re-bid and pushing project farther into 2019	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Bid Tabulation	
FUNDING SOURCE (Where Applicable): BCDC Funded	

RECOMMENDED ACTION: Approve the Rejection of Bid No. 8-2018 Related to Henderson Park Improvements, Phase I, and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

Bids Received: 02:00 PM
October 24, 2018

STRAND ASSOCIATES, INC.®
203 South Jackson Street
Brenham, TX 77833

HENDERSON PARK PHASE I IMPROVEMENTS
CONTRACT 8-2018
CITY OF BRENHAM, TEXAS

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Total Stipulated Price	Additive Alternate No. 1	Additive Alternate No. 2
Collier Construction, LLC P.O. Box 1889 Brenham, TX 77834	5%	No ¹⁾	\$576,000.00	\$89,000.00	\$11,000.00

Reviewed by: Robert C. Switzer

1) Contractor did not submit correct page 3 of the Bid Form and substituted a page from a prior City of Brenham project.

Bids Received: 2:00 PM, October 24, 2018			STRAND ASSOCIATES, INC. • 203 South Jackson Street Brenham, TX 77833		
HENDERSON PARK PHASE I IMPROVEMENTS CONTRACT 8-2018 CITY OF BRENHAM, TEXAS BID TABULATION BREAKDOWN					
			Collier Construction P.O. Box 1889 Brenham, TX 77384-1889		
No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Henderson Park Phase I Improvements	1	LS	\$ 539,000.00	\$ 539,000.00
2.	Fireman's Park 40-foot height backstop with three support poles	1	LS	\$ 37,000.00	\$ 37,000.00
ENGINEER'S TOTAL STIPULATED PRICE ITEMS NO. 1 THROUGH 2				\$	576,000.00
CONTRACTOR'S TOTAL STIPULATED PRICE ITEMS NO. 1 THROUGH 2					\$576,000.00

Reviewed by Robert C. Sullivan

Bids Received: 2:00 PM, October 24, 2018				STRAND ASSOCIATES, INC. • 203 South Jackson Street Brenham, TX 77833	
HENDERSON PARK PHASE I IMPROVEMENTS CONTRACT 8-2018 CITY OF BRENHAM, TEXAS ADDITIVE ALTERNATE BID 1 AND 2 BREAKDOWN					
			Collier Construction P.O. Box 1889 Brenham, TX 77384-1889		
No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Add Henderson Park additional Sidewalk Improvements	1	LS	\$ 89,000.00	\$ 89,000.00
2.	Add/Deduct (Bidder to circle one) from the base bid for constructing a 40-foot height backstop with four support poles in lieu of the three pole option	1	LS	\$ 11,000.00	\$ 11,000.00

Reviewed by Robert C. Sullivan

1) Bidder failed to circle the Add/Deduct option and after the fact verbally clarified the intent was for this item to be the "add" option.



AGENDA ITEM 13

DATE OF MEETING: November 29, 2018	DATE SUBMITTED: November 14, 2018															
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Repairs to the Outdoor Leisure Pool at the Blue Bell Aquatic Center Using BuyBoard Contract Number 533-17 and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY: This item was discussed during the 2018-19 budget process as a major project in order to meet compliance issues at the Leisure Pool related to the Virginia Graeme Baker Spa and Safety Act of 2002 that were noted in an inspection in early 2018. Immediately after notification, in order to meet minimal compliance, some work was done prior to opening the pool last May. With the pool closing for the fall and opening in May of 2019, we have received Buyboard prices to complete the compliance issues related to the drains, an additional wall return, and access entry additions which will met TAC and Federal regulations concerning pool requirements. We worked with Harry Beckwith of Waterscape Consultants, Inc to provide plans for these upgrades. We knew going into the 2018-19 budget that these expenses could range between \$75,000-\$140,000. These construction plans were sent to 5 pool renovation companies who specialize in these improvements and were all on Buyboard. The prices we received back were very similar and Progressive Commercial Aquatics, Inc. had the best value and price based on the scope of work. Their cost was \$102,700.00 for the main drain work, \$17,075 for the 3 alternates and \$3,125 for performance and payment bonds. The three alternates are also state and federal regulation items. The total costs to bring the pool in compliance is \$122,900. In the 2018-19 budget, \$75,000 was budgeted for these items knowing that the additional amount would have to come from contingency. In order to meet the period of the Memorial Day Leisure Pool Opening we would ask Council to approve this work through Buyboard in the amount of \$122,900 to Progressive Commercial Aquatics, Inc. so that a PO can be issued and work can be coordinated.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Should complete work during off-season with no pool downtime and will resolve all compliance issues B. CONS: Expensive to upgrade pool main drains in order to meet VGBA and state and federal regulations.																

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) BuyBoard Price Sheet
FUNDING SOURCE (Where Applicable): 101-5-149-311.10
RECOMMENDED ACTION: Approve repairs to the Outdoor Leisure Pool at the Blue Bell Aquatic Center to Progressive Commercial Aquatics, Inc., using BuyBoard Contract Number 533-17, in the amount of \$122,900.00 and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

Houston:

2510 Farrell Road

Houston, TX 77073

281-982-0212

Manor/Austin:

15616 Schmidt Loop

Manor, TX 78653

512-278-0801

"We build more than pools, we build relationships!"

Project Name: City of Brenham Blue Bell Aquatic Center - Main Drain / Pump Renovation

Scope of Work:	Equipment Included:
<u>Base Bid Per Waterscape Consultants Bid Documents</u> Cut out floor around existing main drains and replace as drawn. Install Schedule 80 PVC per drain plans Install Paddock stainless steel flat VGBA drain covers Relocate a 12" line to tie into existing under deck	Schedule 80 PVC Paddock 24" x 24" VGBA drain covers
Alternate 1 - Install additional wall return at step entry per drawings	
Alternate 2 - Provide and install (1) Spectrum access entry chair lift	
Alternate 3 - Provide and install (1) Spectrum 3-step ladder	Exclusions: Permits Sales Tax Any items not on SP Drawings
Buyboard Contract # 533-17	
Drain Work Alternate 1 Alternate 2 Alternate 3 P&P Bond Total:	\$ 102,700.00 \$ 9,725.00 \$ 5,975.00 \$ 1,375.00 \$ 3,125.00 \$ 122,900.00

P&P is performance and payment bond



AGENDA ITEM 14

DATE OF MEETING: November 29, 2018	DATE SUBMITTED: November 19, 2018
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Final Payment to Collier Construction for Parking Lot Improvements at the All Sports Building in Hohlt Park and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY: During last year's funding meeting, the BCDC Board voted to fund the construction of the All Sports Building Parking Lot (ASB). In May, City Council accepted the bids of the project in which Collier Construction was the low bidder. The construction costs that were approved for Schedule 2 Base Bid and Schedule 2 Additive Alternate Bid was \$91,006.50. Collier Construction has completed the parking lot work and it has been determined by Strand and the City of Brenham that this work is substantially complete. The parking lot looks great and we are happy to have a parking lot that works well for the facility renters along with the numerous organizations that use the building for community purposes. We would ask council to approve the final payment (Pay App #1) to Collier Construction for Schedule 2 Base Bid and Schedule 2 Additive Alternate Bid in the amount of \$91,006.50 as approved by BCDC on April 19th. All funding will be associated with BCDC funds that are derieved from a portion of the sales tax throughout the year.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Concrete parking, hardly no maintenance in future and will out-last asphalt. B. CONS: Higher upfront costs	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Final Certificate of Substantial Completion; (2) Pay App #1 and Cost Breakdown; and (3) Consent of Surety to Final Payment and Power of Attorney	
FUNDING SOURCE (Where Applicable): BCDC	

RECOMMENDED ACTION: Approve final payment to Collier Construction for Parking Lot Improvements at the All Sports Building in Hohlt Park in the amount of \$91,006.50 and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher



Strand Associates, Inc.®

203 South Jackson Street

Brenham, Texas 77833

(P) 979-836-7937

November 8, 2018

Mr. Dane Rau
City of Brenham
P.O. Box 1059
Brenham, TX 77833

Mr. Clayton Collier
Collier Construction, LLC
P.O. Box 1889
Brenham, TX 77834

Re: Final Certificate of Substantial Completion
Hohlt Park—All Sports Building Parking Lot
Contract No. 2017-20, City of Brenham, Texas

Dear Dane and Clayton,

In accordance with Article 15.03 of the General Conditions, this letter is a Final Certificate of Substantial Completion for the remainder of the project for Contract No. 2017-20. This certificate includes, by reference, the Preliminary Certificate of Substantial Completion dated November 2, 2018, and the List of Items to be Completed or Corrected that was enclosed with that certificate.

The Preliminary Certificate of Substantial Completion fixed the Substantial Completion date at November 1, 2018.

Sincerely,

STRAND ASSOCIATES, INC.®

Ed Addicks, P.E.

Enclosures

c/enc: Lori Sanguedolce, City of Brenham
Jerome Hutzler, Strand Associates, Inc.®

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

2 PAGES

TO OWNER:
City of Brenham
200 W. Vulcan St.
Brenham, TX 77833

PROJECT: #1812
APPLICATION NO. #1
Hohlt Park - All Sports Building Parking Lot
PERIOD TO: 10/31/18

FROM CONTRACTOR:
COLLIER CONSTRUCTION
PO Box 1889
Brenham, TX 77834-1889

VIA ENGINEER:
Strand Associates, Inc.
203 S. Jackson St.
Brenham, TX 77833

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 91,006.50
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 91,006.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 91,006.50
5. RETAINAGE:
 - a. % of Completed Work (Column D + E on G703) \$ 0.00
 - b. % of Stored Material (Column F on G703) \$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: COLLIER CONSTRUCTION, LLC.

By: [Signature] Date: 11/5/18

State of: Texas County of: 11/5/2018

Subscribed and sworn to before me this 11/5/2018

Notary Public: Mikayla R. Dukes

My Commission expires: 9/10/2020



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 91,006.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature] Date: 11/7/18

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5282

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

**HOHLT PARK ALL SPORTS BUILDING PARKING LOT
SCHEDULE OF VALUES**

		SCHEDULED VALUE	PREVIOUS APPLICATION	THIS APPLICATION	COMPLETED	%	BALANCE	RETAINAGE
1	DIV.1 GENERAL REQUIREMENTS							
2	Mobilization	2,800.00	0.00	2,800.00	2,800.00	100%	0.00	140.00
3	Temporary Fencing	231.00	0.00	231.00	231.00	100%	0.00	11.55
5	DIV.2 SITEWORK							
6	Sand Bags	840.00	0.00	840.00	840.00	100%	0.00	42.00
7	Construction Entrance	2,080.00	0.00	2,080.00	2,080.00	100%	0.00	104.00
8	Unclassified Excavation	6,720.00	0.00	6,720.00	6,720.00	100%	0.00	336.00
9	Embankment	5,365.00	0.00	5,365.00	5,365.00	100%	0.00	268.25
10	Demolition	4,957.50	0.00	4,957.50	4,957.50	100%	0.00	247.88
12	DIV.3 CONCRETE							
13	Cement Treatment	6,468.00	0.00	6,468.00	6,468.00	100%	0.00	323.40
15	Dry Cement	3,590.00	0.00	3,590.00	3,590.00	100%	0.00	179.50
16	Reinforced Concrete Paving	54,489.00	0.00	54,489.00	54,489.00	100%	0.00	2,724.45
18	Concrete Curb & Gutter	3,466.00	0.00	3,466.00	3,466.00	100%	0.00	173.30
38	TOTALS	91,006.50	0.00	91,006.50	91,006.50	100%	0.00	4,550.33
	Project: Hohlt Park All Sports Building Parking Lot							
	Application: 1			Date:	10/31/18			

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. 58S209879

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:
(Name and address)

City of Brenham
200 W. Vulcan
Brenham, TX 77833

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: General Construction

PROJECT:
(Name and address)

CONTRACT DATED:

Hohlt Park - All Sports Building Parking Lot located at 129 Lounge Road, Brenham, Texas 77833, Bid No. 2017-20

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

Liberty Mutual Insurance Company
10713 W. Sam Houston Parkway N., Suite 650
Houston, TX 77064

, SURETY,

on bond of
(Insert name and address of Contractor)

Collier Construction, LLC
P. O. Box 1889
Brenham, TX 77834-1889

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Brenham
200 W. Vulcan
Brenham, TX 77833

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 9, 2018
(Insert in writing the month followed by the numeric date and year.)

Liberty Mutual Insurance Company

(Surety)

By:

(Signature of authorized representative)

Erica A. Cox

Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

(Signature of Surety)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6521616

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward D. Arens; Erica A. Cox; Jillian McKenzie; Michele M. Bonnin; Philip W. Baker

all of the city of The Woodlands, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2014.



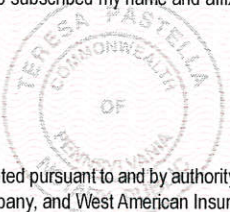
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 8th day of April, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of November, 2018.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



AGENDA ITEM 15

DATE OF MEETING: November 29, 2018	DATE SUBMITTED: November 21, 2018
DEPT. OF ORIGIN: Purchasing Services	SUBMITTED BY: Sara Parker
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☒ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-18-021 Approving Rules for the Electronic Receipt of Bids or Proposals by the City of Brenham	
SUMMARY STATEMENT: Texas Local Government Code §252.0415 states that: “(a) A municipality may receive bids or proposals under this chapter through electronic transmission if the governing body of the municipality adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.” This Resolution will allow use of the Ion Wave electronic bidding system, which fulfills all of these rules. Implementation of the system was approved by Council in the November 1, meeting. Staff expects the system to go live as early as December for vendor registration and to post the next regular City bid after the first of the new calendar year.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Statutory Compliance. B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Resolution No. R-18-021	
FUNDING SOURCE (Where Applicable): None Required	
RECOMMENDED ACTION: Approve Resolution No. R-18-021 Approving Rules for the Electronic Receipt of Bids or Proposals by the City of Brenham	
APPROVALS: James Fisher	

RESOLUTION NO. R-18-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING RULES FOR THE ELECTRONIC RECEIPT OF BIDS OR PROPOSALS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 252.0415(a) of the Texas Local Government Code provides authority for a municipality to receive bids or proposals through electronic transmission; and

WHEREAS, prior to receiving bids or proposals through electronic transmission, Section 252.0415(a) of the Texas Local Government Code requires the governing body of the municipality to adopt rules ensuring the identification, security, and confidentiality of electronic bids or proposals; and

WHEREAS, said rules must further ensure that the electronic bids or proposals remain effectively unopened until the proper time;

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

Section 1: The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

Section 2: The City Council of the City of Brenham, Texas, in accordance with the Texas Local Government Code Section 252.0415, hereby approves the rules attached hereto as Exhibit “A” and incorporated herein for purposes pertinent, for ensuring the identification, security, and confidentiality of electronic bids or proposals and further ensuring that the electronic bids or proposals remain effectively unopened until the proper time.

Section 3: If any provision of this Resolution or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

Section 4: The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest. This Resolution shall become effective upon its adoption.

PASSED and **APPROVED** on this the _____ day of November 2018.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

APPROVED AS TO FORM:

Cary Bovey
City Attorney

EXHIBIT A

CITY OF BRENHAM RULES FOR THE ELECTRONIC RECEIPT OF BIDS OR PROPOSALS

Pursuant to the Texas Local Government Code, Section 252.0415 “Procedures for Electronic Bids or Proposals”, the City of Brenham (“City”) adopts the following rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.

1. All users of the City’s electronic bid/proposal system (“system”) shall be assigned a unique user name and password.
2. Access to the system by authorized users shall be logged and tracked for audit purposes in order to record when any user has accessed the system and what data the user accessed.
3. Transmittal of data through the internet shall be encrypted. All sensitive data (sealed bid responses, passwords, etc.) within the system shall be encrypted at the database level.
4. All bids or proposals submitted through the system shall be protected using a time-sensitive mechanism that allows the data to be decrypted only after the bid/proposal due date and time.
5. The system shall be synchronized to an atomic clock (U.S. Nuclear Time) to ensure exact recording of the bid/proposal due date and time, and the receipt of date and time, of each submission.
6. The contents of supplier response submissions are not available during the bidding process.
7. Only Purchasing staff, with an authorized user account and password, and only on or after the established due date and time, can open the electronic bids or proposals. The system shall provide an audit trail of who unsealed the proposals and a corresponding time stamp.
8. The City of Brenham will determine when and what information is released to the public pursuant to Texas law.

The Purchasing Manager is responsible for ensuring that any system used for the electronic receipt of bids or proposals complies with the aforementioned rules and all other statutory requirements for competitive bids or proposals.



AGENDA ITEM 16

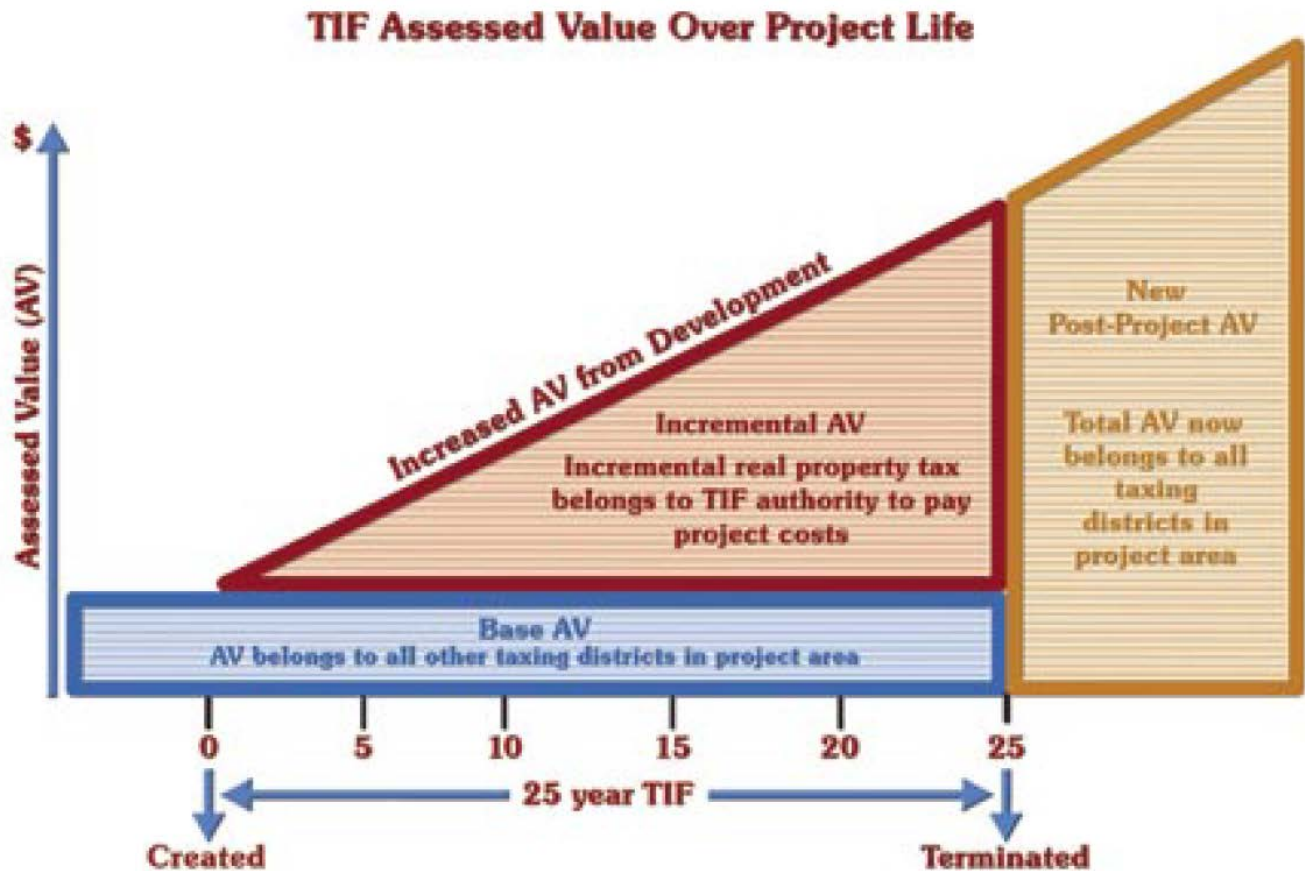
DATE OF MEETING: November 29, 2018	DATE SUBMITTED: November 21, 2018															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Carolyn D. Miller															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-18-022 Setting a Public Hearing Under Section 311.003 of the Texas Tax Code and Providing for Related Matters Regarding the Creation of a Tax Increment Reinvestment Zone on Certain Tracts within the City Limits of Brenham, Washington County, Texas																
SUMMARY STATEMENT: In accordance with Section 311.03 of the Texas Tax Code, cities can create special districts to encourage new investment in areas that otherwise might not attract development. A Tax Increment Reinvestment Zone (TIRZ or Zone) is an economic development tool that captures the projected increase in tax revenue that is created by development within a defined area and reinvests those funds into public improvements and development projects that benefit the Zone. Defining the Zone's geographical boundaries is the first step in creating a TIRZ. The base value is determined by the existing value of real property within the TIRZ at the time the TIRZ is created. The taxing entities continue to receive the base year value of the property taxes throughout the life of the TIRZ. The increment, the portion of incremental increase in real property tax revenue above the base year, is captured for the TIRZ. Before the TIRZ can be established, a public hearing must be held for the governing body to evaluate the proposed benefits, and allow interested parties to speak. Once this has occurred, the City can pass an ordinance establishing the Zone. This resolution is giving notice of the City's intent to hold a Public Hearing on December 13, 2018 regarding the creation of a Tax Increment Reinvestment Zone.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																

ATTACHMENTS: (1) Resolution No. R-18-022

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve Resolution No. R-18-022 setting a Public Hearing under Section 311.003 of the Texas Tax Code and providing for related matters regarding the creation of a Tax Increment Reinvestment Zone on certain tracts within the City Limits of Brenham, Washington County, Texas

APPROVALS: James Fisher



Source: Craig L. Johnson, Indiana University

RESOLUTION NO. R-18-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE CONTAINING APPROXIMATELY 2,201 ACRES OF LAND GENERALLY LOCATED ALONG THE HIGHWAY 290, SOUTH MARKET STREET, AND WEST MAIN STREET CORRIDORS AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BRENHAM; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF THE CITY OF BRENHAM, REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY OF BRENHAM TO PREPARE A PRELIMINARY REINVESTMENT ZONE PROJECT AND FINANCE PLAN.

WHEREAS, the City of Brenham, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its corporate limits; and

WHEREAS, the City Council of the City (the "City Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone containing approximately 2,201 acres of land generally located along the Highway 290, South Market Street, and West Main Street corridors and being wholly located within the corporate limits of the City, being preliminarily depicted in **Exhibit A** and more specifically described by property tax identification numbers in **Exhibit B** (the "Zone"), with the boundaries of the Zone to be further defined by a metes and bounds description; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on December 13, 2018, on the creation of the Zone.

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

SECTION 1. That a public hearing is hereby called for December 13, 2018, at 1:00 p.m., in the City Council Chamber, at Brenham City Hall, 200 W. Vulcan Street, Brenham, Texas 77833, for the purpose of hearing any interested person speak for or against: (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing.

SECTION 2. That at such time and place the City Council will hear testimony regarding (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council will consider the adoption of an ordinance creating the Zone and other related matters.

SECTION 3. That attached hereto as **Exhibit C** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

SECTION 4. That the City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto as **Exhibit C** in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing on December 13, 2018.

SECTION 5. That before the December 13, 2018, hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone project and finance plan, which will include the defined boundaries of the Zone, and shall be placed in the City Secretary's office at the time notice is published for public inspection prior to the public hearing.

SECTION 6. That this Resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Brenham, Texas, on the 29th day of November 2018.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

APPROVED:

Cary Bovey
City Attorney

Exhibit A - Depiction of the Zone

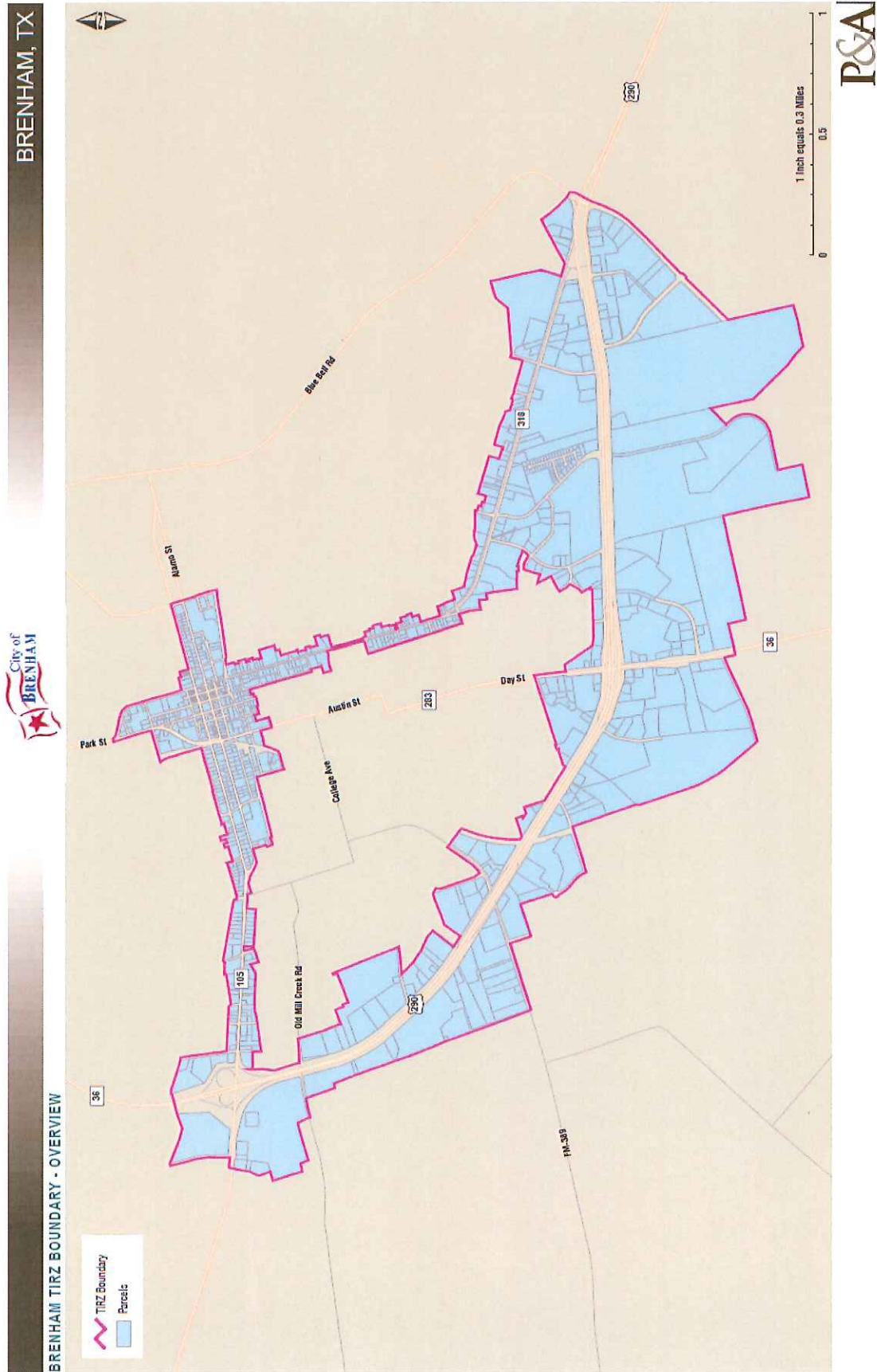


Exhibit B – Parcels Included in the Zone

(By Washington County Property ID Number)

R12246	R12398	R12595	R16729	R19970	R20289	R22277
R12248	R12399	R12596	R16759	R19976	R20290	R22284
R12255	R12408	R12597	R16760	R19977	R20292	R22286
R12260	R12413	R12603	R16764	R19980	R20294	R22287
R12261	R12417	R12604	R16765	R19982	R20295	R22288
R12263	R12426	R12619	R16772	R19986	R20296	R22291
R12269	R12428	R12620	R16774	R19987	R20297	R22292
R12272	R12429	R12621	R16780	R19989	R20299	R22293
R12273	R12431	R12624	R16788	R19991	R20301	R22294
R12274	R12432	R12626	R19775	R19991	R20306	R22295
R12277	R12440	R12628	R19783	R19992	R20307	R22296
R12286	R12441	R12632	R19805	R19996	R20309	R22297
R12289	R12449	R14320	R19809	R19998	R20311	R22298
R12295	R12453	R14361	R19822	R19999	R20313	R22497
R12296	R12468	R14497	R19856	R20001	R20314	R22498
R12304	R12469	R14546	R19871	R20255	R20315	R22499
R12311	R12474	R14581	R19872	R20256	R20322	R22501
R12312	R12482	R14599	R19876	R20257	R20325	R22502
R12324	R12483	R16615	R19878	R20258	R20326	R22503
R12327	R12492	R16618	R19878	R20259	R20871	R22505
R12328	R12501	R16620	R19891	R20263	R20872	R22507
R12329	R12502	R16655	R19892	R20264	R20873	R22508
R12333	R12507	R16656	R19896	R20265	R20874	R22509
R12339	R12515	R16667	R19898	R20268	R20875	R22510
R12340	R12525	R16668	R19941	R20271	R20876	R22512
R12342	R12528	R16668	R19942	R20273	R20877	R22513
R12347	R12530	R16669	R19943	R20274	R20878	R22514
R12356	R12531	R16679	R19949	R20276	R20889	R22743
R12358	R12533	R16688	R19950	R20277	R20890	R22744
R12363	R12535	R16695	R19952	R20280	R20891	R22745
R12367	R12556	R16697	R19954	R20283	R20894	R22746
R12370	R12557	R16704	R19962	R20284	R20897	R22747
R12385	R12565	R16706	R19964	R20285	R20898	R22748
R12390	R12590	R16710	R19966	R20286	R22275	R22749
R12396	R12594	R16722	R19969	R20287	R22276	R22750

R22751	R23582	R23713	R24013	R24072	R24111	R24448
R22753	R23584	R23719	R24014	R24073	R24112	R24449
R22754	R23585	R23722	R24015	R24074	R24113	R24450
R22755	R23587	R23723	R24016	R24075	R24114	R24451
R22756	R23588	R23724	R24017	R24076	R24116	R24523
R22757	R23589	R23725	R24018	R24077	R24117	R24525
R22758	R23592	R23726	R24020	R24078	R24118	R24527
R22759	R23593	R23743	R24021	R24079	R24119	R24528
R22760	R23595	R23747	R24022	R24080	R24120	R24529
R22761	R23596	R23748	R24023	R24081	R24121	R24530
R22975	R23597	R23749	R24043	R24083	R24122	R24531
R23096	R23598	R23752	R24044	R24084	R24123	R24532
R23321	R23637	R23755	R24045	R24087	R24124	R24533
R23322	R23639	R23987	R24046	R24089	R24125	R24534
R23323	R23644	R23988	R24048	R24090	R24126	R24535
R23324	R23645	R23990	R24050	R24091	R24127	R24536
R23325	R23647	R23991	R24051	R24092	R24154	R24537
R23326	R23683	R23992	R24052	R24093	R24155	R24666
R23328	R23687	R23993	R24053	R24094	R24156	R24668
R23398	R23688	R23994	R24054	R24095	R24168	R24670
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R23400	R23692	R23998	R24057	R24097	R24170	R24675
R23401	R23694	R23999	R24058	R24098	R24171	R24676
R23402	R23695	R24000	R24059	R24099	R24175	R24677
R23404	R23696	R24001	R24060	R24100	R24408	R24679
R23407	R23698	R24003	R24061	R24101	R24409	R24680
R23410	R23699	R24004	R24062	R24102	R24410	R24681
R23413	R23700	R24005	R24063	R24103	R24411	R24682
R23467	R23701	R24006	R24064	R24104	R24413	R24683
R23468	R23702	R24007	R24065	R24105	R24414	R24684
R23469	R23703	R24008	R24066	R24106	R24415	R24685
R23469	R23704	R24009	R24067	R24107	R24416	R24686
R23470	R23705	R24010	R24069	R24108	R24445	R24688
R23578	R23706	R24011	R24070	R24109	R24446	R24694
R23580	R23707	R24012	R24071	R24110	R24447	R24695

R24696	R24740	R24779	R24823	R24871	R25245	R25934
R24697	R24741	R24780	R24824	R24872	R25246	R25935
R24698	R24742	R24781	R24827	R24874	R25247	R25977
R24699	R24742	R24784	R24828	R24875	R25254	R25978
R24700	R24744	R24785	R24830	R24876	R25255	R25979
R24702	R24745	R24786	R24831	R24877	R25256	R25980
R24703	R24746	R24787	R24832	R24878	R25257	R25981
R24707	R24747	R24787	R24833	R24879	R25258	R25982
R24710	R24749	R24789	R24834	R24912	R25259	R25983
R24712	R24750	R24791	R24835	R24913	R25260	R25984
R24713	R24752	R24792	R24837	R24914	R25261	R25985
R24715	R24753	R24793	R24838	R24916	R25262	R25986
R24716	R24755	R24795	R24839	R24917	R25420	R25987
R24717	R24756	R24796	R24840	R24919	R25421	R25988
R24718	R24758	R24799	R24843	R24920	R25422	R25989
R24719	R24759	R24800	R24844	R24921	R25423	R25990
R24720	R24760	R24801	R24845	R24922	R25424	R25991
R24721	R24760	R24802	R24847	R24923	R25425	R25994
R24722	R24761	R24803	R24849	R24923	R25426	R26895
R24723	R24762	R24804	R24850	R24924	R25914	R26897
R24724	R24763	R24807	R24851	R24929	R25915	R26898
R24725	R24764	R24808	R24852	R24931	R25916	R27140
R24726	R24765	R24809	R24853	R24934	R25917	R27141
R24727	R24766	R24810	R24854	R24935	R25920	R36739
R24729	R24769	R24810	R24856	R24937	R25921	R36740
R24730	R24770	R24810	R24857	R24938	R25922	R36741
R24731	R24772	R24811	R24858	R24939	R25923	R36742
R24732	R24773	R24812	R24859	R24942	R25924	R36743
R24733	R24774	R24813	R24860	R24943	R25925	R36744
R24734	R24775	R24816	R24861	R24944	R25926	R36745
R24735	R24775	R24818	R24863	R25000	R25927	R36746
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R24737	R24776	R24820	R24865	R25238	R25929	R36748
R24738	R24777	R24821	R24867	R25241	R25931	R36749
R24739	R24778	R24822	R24868	R25242	R25933	R36750

R36751	R37317	R44704	R55371	R61235	R63474
R36752	R37344	R44768	R55372	R61236	R63477
R36753	R38489	R45371	R55604	R61237	R63761
R36754	R38677	R45372	R55716	R61238	R64076
R36755	R38715	R45410	R55717	R61239	R64160
R36757	R38719	R45552	R56082	R61239	R64447
R36758	R38800	R46209	R56333	R61239	R64459
R36760	R38827	R46210	R56334	R61244	R64460
R36761	R39157	R46211	R56335	R61357	R64465
R36762	R39158	R46577	R56336	R62082	R64717
R36763	R39198	R46578	R56338	R62209	R65132
R36764	R40279	R46580	R56456	R62220	R65173
R36765	R40359	R46589	R57317	R62400	R65309
R36766	R40408	R47654	R57343	R62473	R65828
R36767	R40913	R47734	R57344	R62474	R66042
R36768	R41067	R48176	R57562	R62734	R66099
R36769	R41068	R49426	R57586	R62750	R66107
R36770	R41078	R49469	R57751	R62751	R66198
R36771	R41124	R49765	R57877	R62752	
R36772	R41688	R50154	R57878	R62969	
R36773	R42042	R52049	R59069	R63152	
R36774	R42249	R52096	R59558	R63153	
R36775	R42275	R53666	R59584	R63154	
R36776	R42362	R53723	R59926	R63155	
R36777	R42920	R53808	R60256	R63156	
R36778	R42930	R53876	R60257	R63157	
R36780	R42946	R53971	R60258	R63158	
R36781	R42985	R54171	R60394	R63159	
R36782	R43352	R54186	R60437	R63160	
R36783	R43362	R54942	R60501	R63161	
R36788	R43386	R55017	R60568	R63162	
R36931	R43746	R55121	R61082	R63163	
R36967	R43842	R55122	R61083	R63164	
R36986	R43998	R55131	R61174	R63166	
R37075	R44629	R55139	R61234	R63326	

Exhibit C

**CITY OF BRENHAM CITY COUNCIL
NOTICE OF PUBLIC HEARING
ON CREATION OF A TAX INCREMENT REINVESTMENT ZONE**

THE CITY OF BRENHAM CITY COUNCIL WILL HOLD A PUBLIC HEARING ON THURSDAY, DECEMBER 13, 2018, AT 1:00 P.M., IN THE CITY COUNCIL CHAMBER, AT BRENHAM CITY HALL, 200 W. VULCAN STREET, BRENHAM, TEXAS 77833, ON THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF BRENHAM AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED ZONE, WHICH PROPOSED REINVESTMENT ZONE CONTAINS APPROXIMATELY 2,201 ACRES OF LAND GENERALLY LOCATED ALONG THE HIGHWAY 290, SOUTH MARKET STREET, AND WEST MAIN STREET CORRIDORS AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BRENHAM, TEXAS. A MAP DEPICTING THE BOUNDARIES OF THE PROPOSED REINVESTMENT ZONE IS AVAILABLE IN THE OFFICE OF THE CITY SECRETARY AT 200 W. VULCAN STREET, BRENHAM, TEXAS 77833, AND IS AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, THE CREATION OF THE PROPOSED REINVESTMENT ZONE, ITS BOUNDARIES AND/OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, THE BRENHAM CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE TAX INCREMENT REINVESTMENT ZONE AND OTHER RELATED MATTERS.