



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, OCTOBER 12, 2017 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Goss**
- 3. Service Recognitions**
 - **Tiwanna Brown, Municipal Court 5 Years**
 - **Andria Heiges, Library 5 Years**
- 4. Special Recognition**
 - Fire Department Promotion & Badge Pinning**
 - **Joshua Sebastian, Captain**
- 5. Citizens Comments**

CONSENT AGENDA

6. 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.

- 6-a. Minutes from the July 27, 2017 Budget Workshop, August 3, 2017, August 17, 2017 and September 7, 2017 Regular City Council Meetings **Pages 1-27****

WORK SESSION

7. **Discussion and Presentation Related to Design Standards and Guidelines for the Main Street Incentive Grant Program** **Pages 28-57**

PUBLIC HEARING

8. **Public Hearing to Consider an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Portion of a 53.01 Acre Tract of Land Described as R19805 (WCAD), Being A Part of Tract 25 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Commercial, Research and Technology Use (B-2) District** **Pages 58-65**
9. **Public Hearing to Consider an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Portion of a 53.01 Acre Tract of Land Described as R19805 (WCAD), Being A Part of Tract 25 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Mixed Residential Use (R-2) District** **Pages 66-73**
10. **Public Hearing to Consider an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Tract of Land Described as R19919 (WCAD), 4.743 Acres, Located at 3201 State Highway 36 S, Being Part of Tract 121 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Commercial, Research and Technology Use (B-2) District** **Pages 74-81**

REGULAR SESSION

11. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Portion of a 53.01 Acre Tract of Land Described as R19805 (WCAD), Being A Part of Tract 25 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Commercial, Research and Technology Use (B-2) District** **Pages 82-86**
12. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Portion of a 53.01 Acre Tract of Land Described as R19805 (WCAD), Being A Part of Tract 25 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Mixed Residential Use (R-2) District** **Pages 87-91**

13. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Tract of Land Described as R19919 (WCAD), 4.743 Acres, Located at 3201 State Highway 36 S, Being A Part of Tract 121 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Commercial, Research and Technology Use (B-2) District**
Pages 92-96
14. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing a Variance to Side Lot Line Setback Requirements, as Outlined in Section 23-22(1) of the City of Brenham's Code of Ordinances, on Tracts of Land Totaling 23.822 Acres of Land and Being Further Described as:**
 - a. **Section 1, Block 1, Lot 1, Out of the Isaac Lee Survey, A-77, Located at the SE Corner of Cantey Street and Gun and Rod Road, in Brenham, Washington County, Texas;**
 - b. **Section 1, Block 1, Lot 20, Out of the Isaac Lee Survey, A-77, Located at the SE Corner of Cantey Street and Gun and Rod Road, in Brenham, Washington County, Texas; and**
 - c. **Section 1, Block 2, Lot 1 Out of the Isaac Lee Survey, A-77, Located at the SE Corner of Cantey Street and Gun and Rod Road, in Brenham, Washington County, Texas**
Pages 97-105
15. **Discuss and Possibly Act Upon Resolution No. R-17-017 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right of Way in Connection with the 2017 Christmas Stroll and Lighted Parade to be Held on Saturday, December 2, 2017**
Pages 106-118
16. **Discuss and Possibly Act Upon Resolution No. R-17-018 Reauthorizing an Investment Policy for the City of Brenham**
Pages 119-135
17. **Discuss and Possibly Act Upon Bid No. 17-011 for Janitorial Services for Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 136-139
18. **Discuss and Possibly Act Upon a Contract Between the City of Brenham and CR Systems, Inc. for Exterior Improvements to City Hall and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 140-142
19. **Discuss and Possibly Act Upon the Purchase of a Haul Truck Using BuyBoard Contract No. 521-16, for the City of Brenham's Sanitation Department and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 143-145

20. Discuss and Possibly Act Upon a Contract Between the City of Brenham and DBT Transportation Services, LLC Related to the Support and Maintenance of the Automated Weather Observation System (AWOS) Located at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation **Pages 146-157**
21. Discuss and Possibly Act Upon Resolution No. R-17-019 Expressing Official Intent to Reimburse Certain Costs Related to Emergency Street and Drainage Repairs **Pages 158-160**
22. Discuss and Possibly Act Upon Emergency Street Work Contracts for the Following Locations:
 - a. Burleson Street at Higgins Branch;
 - b. Jefferson Street at Higgins Branch; and
 - c. Barbee Street at Unnamed Tributary to Hog Branch

And Authorize the Mayor to Execute Any Necessary Documentation **Pages 161-177**
23. Discuss and Possibly Act Upon Authorizing a Request for Assistance Through the U. S. Department of Agriculture Natural Resources Conservation Services Emergency Watershed Protection Program and Authorize the City Manager to Execute Any Necessary Documentation **Pages 178-181**
24. Administrative/Elected Officials Report

EXECUTIVE SESSION

25. Section 551.087 – Texas Government Code – Economic Development Negotiation – Discuss and Deliberate Project Chatt Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate In or Near the City of Brenham and With Which the City is Conducting Economic Development Negotiations **Page 182**
26. Section 551.074 – Texas Government Code – Personnel Matters – Discussion Regarding the Evaluation of Candidates for the Position of City Manager **Page 183**

RE-OPEN REGULAR SESSION

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 October 12, 2017 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on October 9, 2017 at **12:45 PM**.

Kacey A. Weiss

Deputy City Secretary

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

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

Signature

Title

Brenham City Council Minutes

A special budget workshop meeting of the Brenham City Council was held on July 27, 2017 beginning at 1:00 p.m. in the Brenham City Hall, Conference Room 2-A, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Members absent:

Councilmember Keith Herring

Others present:

City Manager Terry Roberts, Assistant City Manager of General Government Ryan Rapelye, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Human Resources Director Susan Nienstedt, Kaci Konieczny, Director of Community Services Wende Ragonis, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Erik Smith and City Engineer Lori Lakatos

Citizens present:

None

Media Present:

Arthur Hahn, Brenham Banner Press

1. Call Meeting to Order

2. FY 2017-18 Proposed Budget Discussions

City Manager Terry Roberts welcomed Council to the budget workshop wrap up. Roberts advised Council that staff would be providing updates on Senate Bills 1 and 93 and discussing general fund revenue trends. Roberts also stated that Council would need to make decisions on employee health insurance premiums, staffing requests for general fund departments, debt projects and the I&S tax rate.

Legislative Update: Assistant City Manager – Chief Financial Officer Carolyn Miller gave Council an update on Senate Bills 1 and 93. Miller advised that according to Senate Bill 1, the City is defined as a small taxing unit which would require we maintain an eight percent (8%) rollback rate and that any adopted tax rate exceeding the rollback rate may be subject to an election. Miller also advised that Senate Bill 93, if passed, would lower the property tax rollback rate to five percent (5%) and requires cities to pay for non-voter approved debt with the maintenance and operations portion of the tax rate. Miller advised Council that both of these Bills are still being discussed in the Legislature; however, if passed could be detrimental to the City's budget. Miller stated that staff would watch these bills closely and provide an update to Council once the special legislative session ends.

General Fund Revenue Trends: Miller advised Council that final property valuation numbers have been received from the Washington County Appraisal District and the City's certified valuations have decreased \$23.9 million, or 1.9% percent. This decrease amounts to a loss of \$121,286 in general fund revenues.

Employee Health Insurance Premiums: Human Resources Director Susan Nienstedt gave a summary of the benefits that full time employees receive and discussed the compensation plan for general government and public safety employees. Miller then gave an overview of the Texas Municipal League health insurance and stated there is a ten percent (10%) increase built into the proposed FY18 budget. Miller explained the budget team is supporting a ten percent (10%) premium increase for both the city and employee. Miller stated the total benefits package for employees is excellent and a compensation study is planned for FY18 and eligible employees will be given an increase. Council agreed that the ten percent (10%) premium increase should be absorbed by both the city and the employees.

Staffing Requests for General Fund: Miller explained that staff submitted six (6) personnel requests during the budget process; however, due to salary savings in other positions, only four (4) staffing requests remain for Council to approve: a part-time Health Inspector/Code Enforcement Officer; a part-time Downtown Event/Clean-up Worker; a part-time Library worker; and the addition of Lieutenant ranks in the Fire Department. Miller stated the funding for the four (4) new positions would be through revenue enhancements and an O&M property tax rate increase. Council agreed to raise the O&M tax rate to fund the four (4) requested positions.

Debt Projects & I&S Tax Rate: A list of debt projects was provided to the Council. Roberts discussed the debt projects and explained to the Council that if they wanted to do all of the projects listed, they would need to consider a small tax increase. Council agreed to add a half cent to the O&M tax rate and a half cent to the I&S tax rate for a total of \$0.5170.

The Council also addressed the extension of Saeger Street. Roberts explained that in order to extend Saeger Street the Council would have to agree to issue approximately \$2.8 million in bonds and increase taxes by two cents. After further discussion, the Council agreed to not follow through on the extension of Saeger Street.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Kacey Weiss
Deputy City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on August 3, 2017 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Members absent:

None

Others present:

City Manager Terry Roberts, Assistant City Manager of General Government Ryan Rapelye, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Human Resources Director Susan Nienstedt, Cynthia Longhofer, Rhonda Kuehn, Director of Community Services Wende Ragonis, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Trey Gully, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Alton Sommerfield, Debbie Gaffey, Amber Pendergraft, Development Services Director Erik Smith, City Engineer Lori Lakatos, Kevin Boggus, Chris Bugaj, Ande Bostain, Kevin Mertz, Jared Campbell, William Herrin, Lloyd Powell, Bobby Keene, Shawn Bolenbarr, Shelley Addison, Nancy Stafford, Cindy Turnbow and Mike Davis

Citizens present:

John Doss, Marcus Lawhon and Steven Drake

Media Present:

Arthur Hahn, Brenham Banner Press; and Mark Whitehead, KWHI

1. **Call Meeting to Order**
2. **Invocation and Pledges to the US and Texas Flags – Councilmember Pyle**
3. **Service Recognitions**
 - **Christopher Bugaj, Gas Department** **10 Years**
 - **William Herrin, Street Department** **15 Years**
 - **Lloyd Powell, Jr., Police Department** **20 Years**

Special Recognition

- **Texas Public Power Association’s 2017 Gary Brown City Service Award**

Assistant City Manager of Public Utilities Lowell Ogle received this award on July 26th during the Texas Public Power Association Annual Meeting. This award recognizes outstanding leadership and dedication by a municipal official in a city served by a TPPA member utility.

4. Citizens Comments

There were no citizen comments.

WORK SESSION

5. Presentation of the 2016 Municipal Court Statistics

Municipal Court Administrator Rhonda Kuehn presented this item. Kuehn reviewed the report and advised that from October 2016 through June 2017 there have been 3,990 cases filed. Kuehn noted that the total number of cases filed in FY16 was 6,889.

6. Discuss and Review the FY2016-17 Second Quarter Financial Report

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller advised the status of the General Fund and the five major utility funds in the report. Miller reported the actual to budget variance was favorable in all funds except for the Gas Fund. Miller explained that the City of Brenham’s financial performance continues to be positive and no unusual or unanticipated trends are noted.

7. Discussion and Presentation on the Passage of Senate Bill 1004 Related to Small Cellular Network Deployment and the Usage of City of Brenham Right-of-Way by Network Providers

Development Services Director Erik Smith presented this item. Smith explained that Senate Bill 1004 goes into effect on September 1, 2017 and is related to the deployment of network nodes in public right-of-way.

Smith stated that passage of this bill gives network providers access to the public right-of-way and the ability to attach network nodes to poles and structures in the public right-of-way. Smith discussed approvals of the permit application, limitations on placement, applications and permits, rates, underground requirements and a design manual.

Mayor Tate advised that Staff will prepare an ordinance as an emergency reading to be presented at the Council meeting on August 17th. City Attorney Cary Bovey stated that in order for it to be passed as an emergency measure it would need unanimous approval of the City Council.

PUBLIC HEARING

- 8. Public Hearing to Consider Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Redeemer Church Brenham to Allow for a Church and Related Auxiliary Uses on Property Located at 2111 S. Blue Bell Road in an R-1, Single Family Residential Zoning District, Said Property Being Described as 44.876 Acres Out of the James Walker Survey, A-106 (WCAD Tract 309), in Brenham, Washington County, Texas**

Mayor Tate opened the Public Hearing.

Development Services Director Erik Smith presented this item. Smith explained that Redeemer Church has requested a special use permit (SUP) to allow for a church and auxiliary use including philanthropic and educational facility. Smith stated the building is operating as a church today, but no SUP has ever been granted for this site. Smith advised the church can continue with no interference from the City of Brenham, but they cannot expand the nonconforming use footprint on the site unless they get a SUP. Smith noted that Staff would not be able to issue a building permit for this unless a SUP is approved by City Council.

Pastor Marcus Lawhon of Redeemer Church addressed Council and requested approval.

Citizen John Doss, a resident at 2201 Parker Court in the Ralston Creek Subdivision, addressed Council and requested to maintain the residential zoning status in that area and not to allow it to be used for industrial use.

9. Public Hearing to Consider Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to On Site Restoration, Inc. dba On Site Clean Car to Allow for an Auto Detail Shop on Property Located at 1414 W. Main Street in a B-1, Local Business Residential Mixed Use Zoning District, Said Property Being Described as 0.407 Acres Out of the Phillip Coe Survey, A-31 (WCAD Tract 231), in Brenham, Washington County, Texas

Development Services Director Erik Smith presented this item. Smith explained that On Site Restoration, Inc. has requested a special use permit (SUP) for 1414 West Main Street to allow for an auto detail shop. Smith stated the applicant will be required to follow all other local ordinances currently required for businesses located in the B-1 Local Business/Residential Mixed Use District. Smith noted this would include all of the materials used for this business to be located inside the business when not in operation.

Smith advised the Planning and Zoning Commission recommended unanimous approval of this request with the condition that the vegetative barrier remain in place. Smith explained that Staff would also like to add the recommendation that when this particular business no longer exists for this location the specific use permit expire, which would require any future like use to re-request a specific use permit.

Councilmember Cantey stated that since this will be located on a main pathway into town she is concerned about the appearance of the outside area. Mayor Tate advised he would like Staff to add some wording to the ordinance regarding the appearance of the area during the shops working hours.

Mayor Tate closed the Public Hearing.

REGULAR SESSION

10. Discuss and Possibly Act Upon An Ordinance on Its First Reading Granting a Specific Use Permit to Redeemer Church Brenham to Allow for a Church and Related Auxiliary Uses on Property Located at 2111 S. Blue Bell Road in an R-1, Single Family Residential Zoning District, Said Property Being Described as 44.876 Acres Out of the James Walker Survey, A-106 (WCAD Tract 309), in Brenham, Washington County, Texas

A motion was made by Councilmember Pyle and seconded by Councilmember Cantey to approve an Ordinance on its first reading granting a Specific Use Permit to Redeemer Church Brenham to allow for a Church and Related Auxiliary Uses on property located at 2111 S. Blue Bell Road in an R-1, Single Family Residential Zoning District, said property being described as 44.876 Acres Out of the James Walker Survey, A-106 (WCAD Tract 309), in Brenham, Washington County, Texas

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

11. Discuss and Possibly Act Upon An Ordinance on Its First Reading Granting a Specific Use Permit to On Site Restoration, Inc. dba On Site Clean Car to Allow for an Auto Detail Shop on Property Located at 1414 W. Main Street in a B-1, Local Business Residential Mixed Use Zoning District, Said Property Being Described as 0.407 Acres Out of the Phillip Coe Survey, A-31 (WCAD Tract 231), in Brenham, Washington County, Texas

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Ebel to approve an Ordinance on its first reading granting a Specific Use Permit, to On Site Restoration, Inc. dba On Site Clean Car to allow for an Auto Detail Shop on property located at 1414 W. Main Street in a B-1, Local Business Residential Mixed Use Zoning District, said property being described as 0.407 acres out of the Phillip Coe Survey, A-31 (WCAD Tract 231), in Brenham, Washington County, Texas with the condition that a screening device be installed to shield the vehicle detail operation of the business from the view of persons traveling on West Main Street and that when this particular business no longer exists at this location the specific use permit will expire.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	No
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

12. Discuss and Possibly Act Upon a Proposal to Adopt a Tax Rate of \$0.5170 per \$100 Valuation for the 2017 Tax Year, Take Record Vote and Set the Public Hearings on the Proposed Tax Rate in Accordance with State Law

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller advised Council that the City will be increasing the property tax rate from \$0.5070 per \$100 valuation to \$0.5170 or \$0.01. Miller stated the new property tax rate of \$0.5170 consists of an operations and maintenance rate of \$0.3200 and the debt service rate of \$0.1970.

Miller explained that the Washington County Appraisal District has certified taxable values of \$1,268,819,218 for the 2017 Tax Year which is a net increase of \$71,840,428 or 6.00% above the 2016 (adjusted) taxable values. Miller advised that in accordance with the Tax Code, Council must take a Record Vote to place a proposal to adopt the proposed property tax rate on the agenda of future meetings. Miller stated a separate public hearing on the proposed budget will be held during a Special Council Meeting on September 18, 2017.

A motion was made by Councilmember Cantey and seconded by Councilmember Herring that the property tax be increased by the adoption of a tax rate of \$0.5170 per \$100 valuation, which is effectively a 7.06% increase in the tax rate, to be considered by the governing body on the agendas of the September 18, 2017 and September 21, 2017 meetings and to schedule public hearings on the proposed tax rate for August 17, 2017 and September 7, 2017 in accordance with state law.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	No
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

13. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to the Acquisition, Operation and Maintenance of Public Safety Computer Hardware and Software System and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of General Government Ryan Rapelye presented this item. Rapelye explained that earlier this year, the Washington County 911 Advisory Board provided a letter of intent to the ILA Communications Task Force with an explanation and rationale for moving forward to a new Computer Aided Dispatch (CAD) system which includes a capable Record Management System (RMS).

Rapelye stated the letter of intent to the ILA Communications Task Force included next steps to move forward with developing an RFP for new fully integrated public safety software. Rapelye advised that Washington County received four bids and the Advisory Board selected Zuercher Technologies. Rapelye stated the Zuercher Technologies selection was recommended and approved by the ILA Communications Task Force at their May 31, 2017 meeting. Rapelye noted a timeline for implementation of this software has been tentatively established with a go-live in April of 2018.

Councilmember Goss asked if every department will be using this software. Rapelye stated that the fire department will use their own software for records management, but will be dispatched by the new software. Councilmember Goss questioned why the City is paying 45% of the software cost when the fire department will not be using it. Goss stated that he wants to make sure the city's contribution is fair as to the services that it will be receiving.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve an Interlocal Agreement between the City of Brenham and Washington County related to the Acquisition, Operation and Maintenance of a Public Safety Computer Hardware and Software System and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Yes

14. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- TMRS Executive Workshop on August 22nd in Sugar Land
- A special council meeting will be held on September 18th at 8:30 a.m.

Fire Chief Ricky Boeker reported on the following:

- Fireman's Fiesta is August 12th

Director of Community Services Wende Ragonis reported on the following:

- Hot Nights, Cool Tunes has ended and each Saturday night reached over 10,000 people on Facebook

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on August 17, 2017 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Keith Herring
Councilmember Weldon Williams, Jr.

Members absent:

Councilmember Danny Goss
Councilmember Charlie Pyle

Others present:

City Manager Terry Roberts, Assistant City Manager of General Government Ryan Rapelye, City Attorney Cary Bovey, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Cynthia Longhofer, Director of Community Services Wende Ragonis, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Dant Lange, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Erik Smith, City Engineer Lori Lakatos, Christi Korth, Brandi Garcia, Kevin Boggus, Todd Ashorn and Kelvin Raven

Citizens present:

Perry Thomas, Willy Dilworth, Kelly Hajek, Roddy Williams, Barry Blue, Marcy Tran, Hoang “Alex” Tran, Lu Hollander and Doug Price

Media Present:

Arthur Hahn, Brenham Banner Press; and Mark Whitehead, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Manager Terry Roberts**

3. **Special Recognitions**
 - **Brenham Police Department's Best Practices Award**
 - **GFOA Certificate of Achievement for Excellence in Financial Reporting**
 - o *Ninth Consecutive Year*

4. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

5. **Statutory Consent Agenda**

- 5-a. **Ordinance No. O-17-008 on Its Second Reading Granting a Specific Use Permit to Redeemer Church Brenham to Allow for a Church and Related Auxiliary Uses on Property Located at 2111 S. Blue Bell Road in an R-1, Single Family Residential Zoning District, Said Property Being Described as 44.876 Acres Out of the James Walker Survey, A-106 (WCAD Tract 309), in Brenham, Washington County, Texas**

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

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Absent
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Yes

WORK SESSION

6. **Presentation of the Third Quarter Report by the Washington County Convention and Visitors Bureau**

Lu Hollander with the Washington County Convention and Visitors Bureau presented this item. Hollander focused on the highlights featured in the Awareness Reports for April – June 2017, pointing out the visitor statistics, major tourism events, advertising placements and editorial coverage.

PUBLIC HEARING

7. Proposed Tax Rate of \$0.5170 per \$100 Valuation for Fiscal Year Beginning October 1, 2017 and Ending September 30, 2018

Mayor Tate opened the Public Hearing.

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller advised a property tax rate of \$0.5170 per \$100 valuation is proposed. Miller stated that \$0.3200 will be for maintenance and operations and the balance of \$0.1970 will be for debt service.

Miller explained that the increase in property taxes will cover various infrastructure projects along with the addition of several part-time positions needed to maintain general government services.

Miller advised that as outlined in the Property Tax Code, the Council must hold two public hearings to receive citizen comments on the proposed property tax rate. Miller stated that at each hearing, the Council must announce the date, time, and place of the meeting at which they will vote on the tax rate.

Mayor Tate announced that the first reading of the Ordinance to adopt the tax rate will be during a Special Council meeting on Monday, September 18, 2017 at 8:30 a.m. at City Hall, located at 200 W. Vulcan Street. The second reading of the Ordinance and adoption of the tax rate is scheduled for a Regular Council meeting on Thursday, September 21, 2017 at 1:00 p.m. at City Hall, located at 200 W. Vulcan Street.

Mayor Tate closed the Public Hearing.

REGULAR SESSION

8. Discuss and Possibly Act Upon the Approval of the FY2017-18 Proposed Budget for the Washington County Appraisal District

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item and introduced Willy Dilworth, Chief Appraiser with Washington County Appraisal District (WCAD). Dilworth explained the WCAD budget shows an increase of \$19,151 over the prior year's budget due to a 3% salary increase adopted by the Brenham Independent School District Board and several other smaller line item increases. Miller noted the impact for the City of Brenham is an increase of \$6,930 for FY17-18 which was included in the General Fund proposed budget already reviewed with Council.

A motion was made by Councilmember Williams and seconded by Mayor Pro Tem Ebel to approve the FY2017-18 Proposed Budget for the Washington County Appraisal District.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Absent
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Yes

9. Discuss and Possibly Act Upon Ordinance No. O-17-009 on Its Second Reading Granting a Specific Use Permit to On Site Restoration, Inc. dba On Site Clean Car to Allow for an Auto Detail Shop on Property Located at 1414 W. Main Street in a B-1, Local Business Residential Mixed Use Zoning District, Said Property Being Described as 0.407 Acres Out of the Phillip Coe Survey, A-31 (WCAD Tract 231), in Brenham, Washington County, Texas

Development Services Director Erik Smith presented this item. Smith explained that On Site Restoration, Inc. has requested a special use permit (SUP) for 1414 West Main Street to allow for an auto detail shop. Smith advised the applicant will be required to follow all other local ordinances currently required for businesses located in the B-1 Local Business/Residential Mixed Use District. Smith noted this would include all of the materials used for this business to be located inside the business when not in operation. Smith stated that this item was presented at the Council meeting on August 3rd. Smith explained that Staff added some text to the SUP ordinance after that meeting.

Alex Tran, owner of On Site Restoration, addressed Council and stated that he is concerned that by installing a screening device it will affect his customers because they will not be able to see the shops work. Tran stated that he does not take on more vehicles than he can handle and his shop has enough room for five large vehicles. Tran also noted that he is planning to install a fence, but would like to do some work on the building before installing a fence.

Mayor Tate stated that if the area becomes unsightly a screen would need to be installed and he would like to impose a six-month expiration period on the SUP.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve Ordinance No. O-17-009 on its second reading granting a Specific Use Permit to On Site Restoration, Inc. dba On Site Clean Car to allow for an Auto Detail Shop on property located at 1414 W. Main Street in a B-1, Local Business Residential Mixed Use Zoning District, said property being described as 0.407 Acres out of the Phillip Coe Survey, A-31 (WCAD Tract 231), in Brenham, Washington County, Texas, with the wording of said Ordinance No. O-17-009 being revised: 1) to state that the Specific Use Permit expires six (6) months after its effective date; and 2) to omit any requirement related to a screening device being installed on the property.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Absent
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Yes

10. Discuss and Possibly Act Upon Ordinance No. O-17-010 as an Emergency Measure for the Immediate Preservation of Public Property, Health and Safety, Regulating Network Providers, Network Nodes Node Support Poles and Associated Matters, Including But Not Limited to the Installation of Network Nodes, Node Support Poles and Other Network Related Infrastructure in City of Brenham Rights-Of-Way

Development Services Director Erik Smith presented this item. Smith explained that with the passing of Senate Bill 1004, Staff needed to draft a right-of-way management ordinance regarding network node and network node poles. Smith stated this ordinance will give network providers direction when they submit applications for installation.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve Ordinance No. O-17-010 as an Emergency Measure for the Immediate Preservation of Public Property, Health and Safety, Regulating Network Providers, Network Nodes Node Support Poles and Associated Matters, including but not limited to the Installation of Network Nodes, Node Support Poles and Other Network Related Infrastructure in City of Brenham Rights-Of-Way

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Absent
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Yes

11. Discuss and Possibly Act Upon Resolution No. R-17-013 Adopting Design and Construction Standards Regarding Network Providers, Network Nodes, Node Support Poles, and Other Network Related Infrastructure in the City of Brenham Rights-Of-Way

Development Services Director Erik Smith presented this item. Smith explained that with the passing of Senate Bill 1004, Staff needed to draft a design manual regarding network node and network node poles. Smith stated this design manual will be given to network providers and gives direction for submitting applications for installation.

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to approve Resolution No. R-17-013 adopting Design and Construction Standards Regarding Network Providers, Network Nodes, Node Support Poles, and Other Network Related Infrastructure in the City of Brenham Rights-Of-Way.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Absent
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Yes

12. Discuss and Possibly Act Upon Bid No. 3900.0420/050 Related to the 2016 Water Treatment Plant Protective Coatings Project and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle explained that on June 29, 2017, O'Malley Strand Associates, Inc. along with Staff opened bids. Ogle stated that six bids were received with the lowest bid submitted by Gulf States Protective Coatings, Inc. Ogle advised that this company is qualified and experienced in this type of work and has been recommended by O'Malley Strand.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to award Bid No. 3900.0420/050, including Additive Alternate Bid Numbers 1-10, to Gulf States Protective Coatings, Inc. in the amount of \$543,675.00 related to the 2016 Water Treatment Plant Protective Coatings Project and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Absent
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Yes

13. Discuss and Possibly Act Upon Bid No. 3900.051 Related to the Texas Community Development Block Grant Program for the Rehabilitation of the Church Street Water Tower and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle explained that on June 29, 2017, O'Malley Strand Associates, Inc. along with Staff opened bids. Ogle noted that thirteen bids were received. Ogle stated that based on O'Malley's review of references, they determined that the second low bidder, Tankez Coatings, Inc, of Sumner, Texas is better qualified and experienced in this type of work and therefore, recommend to award Tankez Coatings, Inc the project.

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to award Bid No. 3900.051 to Tankez Coatings, Inc. in the amount of \$346,000.00 related to the Texas Community Development Block Grant Program for the Rehabilitation of the Church Street Water Tower, as it represents the best value for the City, and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Absent
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Yes

14. Discuss and Possibly Act Upon an Ordinance on its First Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Transfer Station Rates

Public Works Director Dane Rau presented this item. Rau explained that after reviewing the Transfer Station budget this year and looking forward in relation to revenues and expected expenses, along with funding capital items, it is evident that rates will need to increase slightly. Rau advised it has been 5 years since the last increase. Rau stated the additional revenue will allow the Sanitation Fund to remain healthy and buy much needed equipment for this operation.

A motion was made by Councilmember Williams and seconded by Mayor Pro Tem Ebel to approve an Ordinance on its first reading amending the rate tariff schedule(s) for the City of Brenham Transfer Station Rates.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Absent
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Absent
Councilmember Weldon Williams	Yes

17. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- The next Council meeting is September 7th and the Council group photo will be taken before the meeting
- Ribbon cutting for the new work force facility at Hodde Tech Center is September 14th at 9:00 a.m.
- Special Council meeting on September 18th at 8:30 a.m.

Assistant City Manager of Public Utilities Lowell Ogle reported on the following:

- Chlorine maintenance started on August 1st and will end August 30th

Police Chief Craig Goodman reported on the following:

- Nationwide pet adoption event on Saturday at the animal shelter from 10:00 a.m. until 2:00 p.m.

Council adjourned into Executive Session at 2:21 p.m.

EXECUTIVE SESSION

- 15. Section 551.071 and Section 551.072, Texas Government Code – Consultation with Attorney and Deliberation Regarding Real Property – Discussion and Deliberation, and Consultation with City Attorney, Regarding the Lease Between City of Brenham and Brenham Heritage Museum, Inc. Concerning the Real Property Located at 105 S. Market Street, and Associated Issues**

Executive Session adjourned at 3:28 p.m.

RE-OPEN REGULAR SESSION

- 16. Discuss and Possibly Take Action as a Result of Executive Session Regarding the Lease Between City of Brenham and Brenham Heritage Museum, Inc. Concerning the Real Property Located at 105 S. Market Street, and Associated Issues**

This item was passed.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Kacey A. Weiss
Deputy City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on September 7, 2017 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Charlie Pyle

Members absent:

Councilmember Weldon Williams, Jr.

Others present:

City Manager Terry Roberts, Assistant City Manager of General Government Ryan Rapelye, City Attorney Cary Bovey, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Human Resources Director Susan Nienstedt, Cynthia Longhofer, Director of Community Services Wende Ragonis, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Dant Lange, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Erik Smith, City Engineer Lori Lakatos, Nancy Stafford, Todd Ashorn, John Snowden and Paula Shields

Citizens present:

Hannah Smith, Kelli Brennan, Pat Kilpatrick, Mike Kilpatrick, Frank Wagner, Michele Smith, Donna Culliver, Tim Culliver, Alesia Whaley, First Baptist Church School, Teresa Shuey, Donna Lehmann, Tiffany Morisak, Jan Whaley, Suzette Moser, Tom Whitehead, Sally Clinton, George Dillingham, Yvette Kirkland, Ross Shelton, Kristi Stegent, Georgeann Butler, Alicia Cargile, Stacy Lange, Page Michel and Shirley Herring

Media Present:

Arthur Hahn, Brenham Banner Press; and Mark Whitehead, KWHI

1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Y. Tate, Jr.

3. Service Recognition

- Dane Rau, Public Works 15 Years

4. Proclamations

- Childhood Cancer Awareness Month
- Constitution Week
- Washington County READ
- 40th Anniversary of First Baptist Church School

5. Citizens Comments

Citizen Carol Jensen addressed Council regarding care of the animals and personnel at the animal shelter. Mayor Tate stated that Staff will be meeting about the issues and either he or the City Manager will be contacting her.

CONSENT AGENDA

6. Statutory Consent Agenda

6-a. Minutes from the July 5, 2017, July 6, 2017 and July 7, 2017 Budget Workshops and July 6, 2017 and July 20, 2017 Regular City Council Meetings

6-b. Ordinance No. O-17-011 on Its Second Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Transfer Station Rates

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Ebel to approve the Statutory Consent Agenda Items 6-a. and 6-b. as presented.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Absent

PUBLIC HEARING

7. Proposed Tax Rate of \$0.5170 per \$100 Valuation for Fiscal Year Beginning October 1, 2017 and Ending September 30, 2018

Mayor Tate opened the Public Hearing.

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller explained that the Council must hold two public hearings to receive citizen comments on a proposed tax rate. The first public hearing was held during the Council meeting on August 17, 2017 and citizen comments were received.

Miller advised that a property tax rate of \$0.5170 per \$100 valuation is proposed to fund the FY2017-18 Budget. Of this rate, \$0.3200 will be for maintenance and operations (M&O). The balance of \$0.1970 is for debt service (interest and sinking or I&S). Miller gave an overview of what the tax increase will fund.

Citizen Hannah Smith addressed Council and read a letter that she presented to them regarding her thoughts on the tax increase.

Citizen Suzette Moser stated that she is opposed to the tax increase and is sympathetic for senior citizens that are on fixed incomes.

Citizen Sally Clinton stated the City of College Station has a lower tax rate than Brenham does and is opposed to the tax increase. Clinton feels that Staff needs to be more efficient with funds.

Citizen George Dillingham explained that the proposed tax rate is not sustainable, the increase in property values affects everyone and people cannot afford the increases. Dillingham stated that he fears Brenham will become unaffordable.

Citizen Alicia Cargile stated that she understands the city is growing and has needs, but believes Council should be more conservative.

Scott Schaffer from La Grange addressed Council. Schaffer explained that he is interested in property tax issues for the state. Schaffer stated he believes people need to be more informed about the budget and feels that library services and personnel are very important. Schaffer advised that after reviewing the budget, he would not oppose the tax increase.

Mayor Tate announced the first reading of the Ordinance to adopt the tax rate will be during a Special Council meeting on Monday, September 18, 2017 at 8:30 a.m. at City Hall, located at 200 W. Vulcan Street. The second reading of the Ordinance and adoption of the tax rate is scheduled for a Regular Council meeting on Thursday, September 21, 2017 at 1:00 p.m. at City Hall, located at 200 W. Vulcan Street.

Mayor Tate closed the Public Hearing.

REGULAR SESSION

8. Discuss and Possibly Act Upon the Ballot for TML MultiState Intergovernmental Employee Benefits Pool Board of Trustees TML Region 10 and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller explained that as a member of the Texas Municipal League Intergovernmental Employees Benefit Pool, the City of Brenham is eligible to participate in the election of members of the Board of Trustees. Miller advised the votes cast on the ballot for the Trustee election must be certified that the ballot was cast in accordance with official action taken at a duly called meeting of the voting body, thus the vote must occur during the formal session of the Council meeting.

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to approve the nomination of Vic Barnett as shown on the ballot for TML Multistate Intergovernmental Employee Benefits Pool Board of Trustees TML Region 10 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Absent

9. Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M1817BREN with TxDOT for FY2018 and Authorize the Mayor to Execute Any Necessary Documentation

City Engineer Lori Lakatos presented this item. Lakatos explained that this grant agreement with TxDOT is for participation in the Routine Airport Maintenance Program (RAMP) for September 1, 2017 through August 31, 2018. Lakatos advised that as in prior years, this agreement allows Staff to be reimbursed for 50% of the cost of the monthly AWOS monitoring, annual AWOS maintenance contract, as well as 50% of the replacement lamps for the airport lighting system, herbicides, general maintenance, and a contingency for emergency repairs. Lakatos noted the maximum for the grant is \$100,000 (50/50 match); however, Staff has budgeted funds of \$30,000. Lakatos explained that with TxDOT's match of \$30,000, Staff will have a total of \$60,000 for this fiscal year.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Ebel to approve the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M1817BREN with TxDOT for FY2018 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Absent

10. Discuss and Possibly Act Upon Resolution No. R-17-014 Adopting an Internal Ethics and Compliance Program as Required by the Texas Department of Transportation Traffic Safety STEP Grant Program

City Attorney Cary Bovey presented this item. Bovey explained that as required by the Compliance Department of the Texas Department of Transportation, the Internal Ethics and Compliance Program Policy must be approved by Council for the STEP Grant Program. Bovey stated this is a new requirement to be qualified for the grant. Bovey noted this policy will be added as a new section to the City's existing Human Resource Policy geared towards the STEP Program in compliance with TxDOT regulations.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve Resolution No. R-17-014 adopting an Internal Ethics and Compliance Program, with amended changes, as required by the Texas Department of Transportation Traffic Safety STEP Grant Program.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Absent

11. Discuss and Possibly Act Upon Resolution No. R-17-015 Authorizing the Acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) Grant for Speed Enforcement During the Specific Period of October 1, 2017 through September 30, 2018

Police Chief Craig Goodman presented this item. Goodman explained that this grant provides funding for officers to work overtime to enforce the speed limits at selected sites within the City limits. Goodman stated that Corporal Kurie and Sergeant Raven are the two primary officers that are part of this program.

A motion was made by Councilmember Goss and seconded by Councilmember Cantey to approve Resolution No. R-17-015 authorizing the acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) Grant for speed enforcement during the specific period of October 1, 2017 to September 30, 2018.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Charlie Pyle	Yes
Councilmember Weldon Williams	Absent

12. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Thanked the first responders, public utilities and public works departments, Wende Ragonis and Kevin Boggus for their work during the storms
- Next Council meeting will have an Executive Session regarding a candidate for the City Manager position
- Grand Opening of the Tech Center Annex at Hodde Tech Center will be at 9:00 a.m. and O'Malley Strand Ground Breaking Ceremony will be at 5:30 p.m. on September 14th
- TML Conference is the first week in October so will need to discuss a schedule change for the Council meeting

Fire Chief Ricky Boeker reported on the following:

- National Guard troops have been stationed at the Fireman's Training Center as they help surrounding areas with storm damage
- Expressed appreciation to everyone for working together and helping out during the hurricane

Director of Community Services Wende Ragonis reported on the following:

- September is Library Card Sign Up Month
- BBAC housed the Texas Task Force One Swift Boat Water Rescue Team last weekend while they were in the area helping with rescues

Council adjourned into Executive Session at 2:25 p.m.

EXECUTIVE SESSION

- 13. Section 551.087 - Texas Government Code – Economic Development Negotiation – Discuss and Deliberate Project Chatt Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate In or Near the City of Brenham and With Which the City is Conducting Economic Development Negotiations**

Executive Session adjourned at 4:00 p.m.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

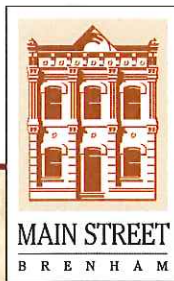
Kacey A. Weiss
Deputy City Secretary



AGENDA ITEM 7

DATE OF MEETING: October 12, 2017		DATE SUBMITTED: October 6, 2017	
DEPT. OF ORIGIN: Main Street		SUBMITTED BY: Jennifer Eckermann	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION		CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION	
ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION			
AGENDA ITEM DESCRIPTION: Discussion and Presentation Related to Design Standards and Guidelines for the Main Street Incentive Grant Program			
SUMMARY STATEMENT: As part of the 2017 Main Street Plan of Work, the Economic Restructuring Committee, led by Chair Jim Moser, developed a comprehensive program that summarizes incentives offered to Downtown Brenham property and business owners. Two of the financial incentives offered are funded by revenue generated by Main Street fundraising events, and include a long-running Incentive Grant Fund for exterior improvements, and a sign grant. A new business recruitment grant that was developed to help recruit businesses downtown that would have a positive impact on other businesses by drawing more people into the area, is funded partially by Main Street fundraising, and partially by a match approved by BCDC at the June 13, 2017 meeting. At the same time, the Main Street Design Committee, led by Chair Elizabeth Price, presented to the board, an update of the Downtown Design Guidelines that were originally approved by the Main Street Board in 2009. These are suggested guidelines for development in the Downtown Brenham Historic District, but they are required to be followed to receive incentive grant funding. With the new Downtown Brenham Incentives Program, and the updated Design Guidelines, the Main Street Advisory Board voted recently to mail the both to Downtown Property and Business Owners, and to Real Estate offices in the community. These committee chairs and staff plan on attending the meeting, and will be available to answer any questions you may have.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:			

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Downtown Incentive Programs Flyer; and (2) Design Guidelines for the Brenham Downtown Historic District
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: No action required – discussion only
APPROVALS: Terry K. Roberts



DOWNTOWN INCENTIVE PROGRAMS

To encourage revitalization and preservation of our historic core, Main Street Brenham and the City of Brenham offer downtown development incentives. These incentives are part of an overall strategy to leverage investment, lower the cost of doing business and level the playing field for businesses and property owners choosing to invest in their properties.

These incentives are tied to the Downtown Brenham Design Guidelines approved by Main Street and City Council.

Copies of these guidelines are available at the Main Street office, or by calling 979-337-7384.

Incentive Grant Fund

Through community and volunteer support, Main Street Brenham has funded and adopted a façade grant program that offers up to \$7,000 in matching funds to property owners in the historic district for façade improvements. Applications must be submitted and approved by the Main Street Design Committee. Work can

proceed once approval is received, and when completed as approved, receipts can be submitted for reimbursement.

For more information on this grant program, contact:

Jennifer Eckermann
Main Street Brenham
979-337-7384



Economic Impact and Innovation Grant (EIIG)

Main Street, recognizing the need to increase traffic and the economic impact of those visiting Downtown Brenham, is offering an Economic Impact and Innovation Grant (EIIG) to current and new businesses that are pursuing unique business interests that will have a positive effect on the downtown economy. In addition, programs created to increase traffic to the downtown area, and give visitors a reason to extend their stay, are eligible for funding.

The EIIG is funded by a matching partnership with Brenham Community Development Corporation.

Applications will be reviewed by the Main Street Economic Restructuring Committee, which will recommend approval to the Main Street Board. The Board will make the final funding decisions based on the strength of the application and the funds available.

Matching funding, up to the awarded amount, will be on a first-come, first-served basis. The application must be submitted for approval prior to work beginning. Once approval is given, and following completion, Main Street will review the project. If completed as previously approved, paid invoices will be submitted and the approved

grant fund disbursed. For more information, contact:

Jennifer Eckermann
Main Street Brenham
979-337-7384

Sign Grant

A grant program for quality signage has been established by Main Street, with funding through program fundraising. Applicants who qualify may receive up to a \$500 matching grant for one building. For applications or more information, contact:

Main Street Office
979-337-7384

Federal and State Tax Incentives

Federal and state tax incentives exist for owners of historic properties.

The Federal Historic Preservation Tax Incentives Program includes a 20% income tax credit for the rehabilitation of historic, income-producing buildings and a 10% income tax credit for rehabilitation of non-historic buildings.

The new Texas Historic Preservation Tax Credit Program offers a 25% tax credit of eligible rehabilitation costs of historic buildings.

Contributing buildings to the Brenham Downtown Historic District are considered eligible for these tax credit programs. Check with the Main Street Brenham office for eligibility and more information.



The Barnhill Center at Historic Simon Theater
Brenham's First Federal and State Tax Credit Project

Chapter 380 Agreements

The City of Brenham has approved the use of Chapter 380 Agreements to promote economic development such as commercial and retail projects. Chapter 380 of the Local Government Code gives municipalities the authority to make grants and loans of funds or services to further economic development. This authority, along with other incentives offered, provides a wide array of tools. Some examples of the proper use of Chapter 380 incentives include:

- Grants of property
- Improvements
- Cash reimbursements
- Rent subsidies

- Use of municipal personnel, facilities and supplies
- Infrastructure

Tax Phase-In

The City of Brenham and Washington County have approved a program that allows major downtown renovation projects—that will increase the tax office appraised value of properties in the approved Main Street District by at least \$50,000—to be eligible for a tax phase-in over a 10-year period. For information, contact:

Steve Drake
Brenham EDF
979-836-8927

Development Incentives

The City of Brenham has adopted regulatory incentives to encourage downtown development. It also has passed an ordinance to help with development that ties into the Downtown Master Plan, adopted by City Council.

- No off-street parking required.
- Alcohol allowed on the streets.
- Fee and permit waivers.
- Agreements for parklets on city-owned streets.
- Where sidewalks are sufficiently wide, the city permits outside dining, with minimal restrictions.
- Any other impediments to a development project can be reviewed on a case-by-case basis. For information, call:

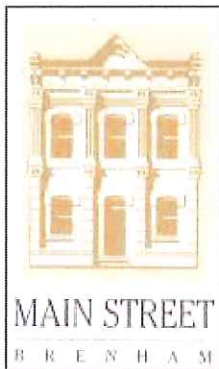
Erik Smith; Planning Director
979-337-7220

Design Guidelines

for the

Brenham Downtown Historic District

Brenham, Texas



August 1, 2017

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Introduction

These Guidelines are a mechanism for the maintenance and improvements to the site and buildings of the Brenham Downtown Historic District. It is not the intention of the Guidelines to restrict the use and appearance of each property but rather to preserve the historic character and integrity of the buildings and district through the use of appropriate limits of change. The document is intended to guide the property owner in making appropriate decisions about maintenance and improvement of the historic structures and surrounding property.

These Guidelines shall be used in conjunction with and shall not supercede the following Codes and Standards:

- All applicable local building codes
- *The Secretary of the Interior's Standards for the Treatment of Historic Properties*
- *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings.*
- State of Texas Historic Preservation Ordinances
- Local Historic Preservation Ordinances

A local tax phase-in program is available for major renovation projects that increase the appraised value of the property by at least \$50,000.00. There is also an Incentive Grant Reimbursement Program for exterior finishes and signage. More information is available at the Main Street office at (979) 337-7374.

Many of Brenham historic downtown structures are contributing resources to the Brenham Downtown Historic District listed on the National Register of Historic Places in 2004. In order to be considered contributing, properties must exhibit the applicable National Register criteria:

- Property is associated with events that have made a significant contribution to the broad patterns of our history.
- Property is associated with the lives of persons significant in our past.
- Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic value, or represents a significant and distinguishable entity whose components lack individual distinction.
- Property has yielded, or is likely to yield, information important in prehistory or history.

Properties that have been altered or destroyed since their designation may not be considered as a contributor and will lose eligibility for grants and incentives. A copy of the National Register Application may be viewed at the Main Street office at City Hall.

Properties that are currently listed are eligible for tax incentives. For more information, contact the Texas Historical Commission.

Purpose

The purpose of these Guidelines is to preserve the historic character and integrity of the Brenham Downtown Historic District established in 2004. The structures in the district should be preserved in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties and The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings.

The intent of which is to identify, retain, and preserve "the form and detailing of those architectural materials and features that are important in defining the historic character." It is expected that the property owner will protect and maintain materials and features that are historically significant, repair when character-defining materials warrant additional work, and replace features with new materials where the level of deterioration or damage precludes repair.

This document may be used to guide both the maintenance and improvement of the historic structures. Each of the historically significant features and materials of the structures is outlined in the Guidelines. In conjunction with *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings*, these Guidelines provide specific direction for the replacement of damaged or deteriorated features and other improvements, which are necessary updates for contemporary use and are consistent with the historic character of the original structures.

The Secretary of the Interior's Standards for Preservation

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

<https://www.nps.gov/tps/standards.htm>

The Secretary of the Interior's Standards for Rehabilitation

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

<https://www.nps.gov/tps/standards/rehabilitation/rehab/stand.htm>

Planning for Preservation and Rehabilitation

1. Inspect the existing condition of the structure. Note features and materials that are in need of maintenance or repair. Determine the priorities for work. It is recommended that structural components and integrity of the exterior envelope (roof, walls, windows, doors) be given priority for work prior to proceeding with other repairs or alterations.
2. Confirm features and materials that are character defining and contribute to the historic qualities of the property.
3. Consider the requirements and options to achieve the functional, structural, and aesthetic alterations and additions desired. Choose the options which best preserve the historic character of the property.
4. Confirm applicable codes and standards for the proposed scope of work. Verify impact of codes and standards on the intent of the alterations and consistency with preservation of the historic character of the property.
5. Contact local and state historic preservation offices for further assistance with project compliance.

Local: Main Street Brenham (979) 337-7220

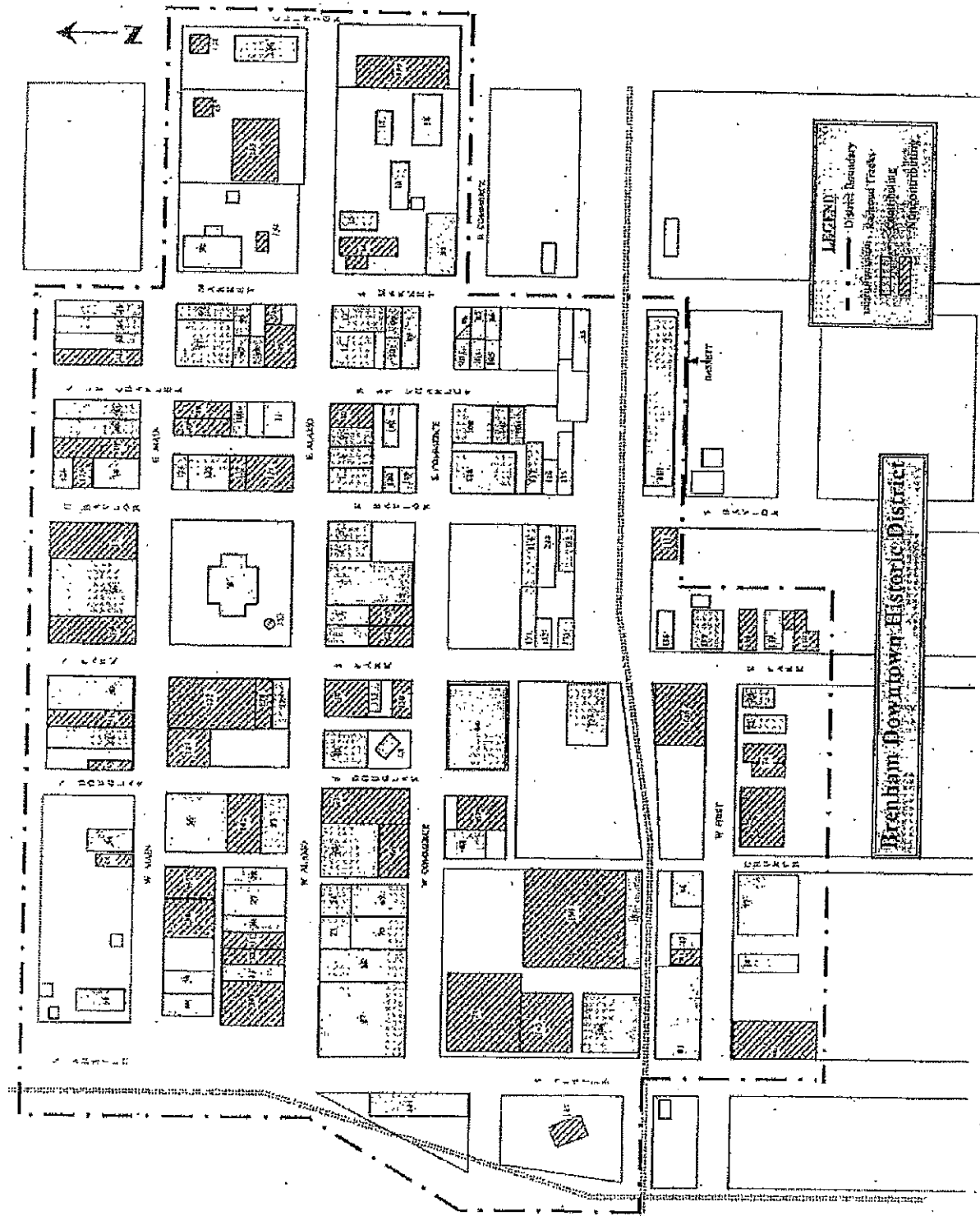
State: Texas Historical Commission (512) 463-6100

Website: www.thc.texas.gov

Email: thc@thc.texas.gov

6. Proceed to develop a plan for project construction in accordance with these Guidelines.

Map of the Downtown Brenham Historic District



Building Exterior – Masonry

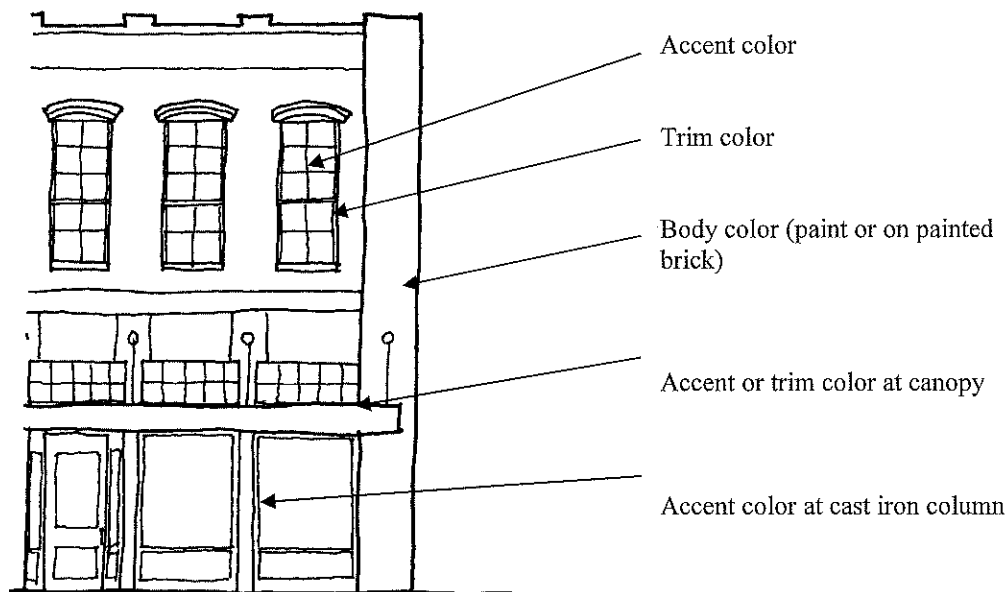
- Existing, unpainted masonry surfaces shall not be painted.
- Existing masonry surfaces shall be preserved and maintained. Damaged materials, when removed, shall be replaced with materials that are the same as or, if approved by the Main Street Design Committee, similar to the original masonry.
- Existing concrete surfaces shall be preserved and maintained. Damaged materials, when removed, shall be patched and repaired such that the coloration and texture is consistent with the original concrete.
- Existing, unpainted concrete steps, walls, and floors at the exterior may not be painted.
- Proper maintenance of exterior masonry surfaces includes:
 - Cleaning with the gentlest method possible to remove dirt and other deleterious materials from the affected surfaces.
 - Ensuring that all surfaces drain properly such that water does not accumulate on any of the surfaces.
- Masonry shall be repointed if necessary. Repointing is the repair of cracks or damaged mortar joints. The new mortar shall be consistent with the original mortar in type, strength, and coloration. In addition, the joint type and thickness should not be modified.

Building Exterior – Wood

- Existing wood surfaces shall be preserved and maintained. Damaged materials, when removed, shall be selectively replaced with wood siding and trim that maintain the dimensional, texture, and detail characteristics of the existing materials.
- Proper maintenance of exterior wood surfaces includes:
 - Cleaning surfaces with the gentlest method possible to remove dirt and other deleterious materials from the affected surfaces.
 - Ensuring that all surfaces drain properly such that water does not accumulate on any of the surfaces.
 - Frequently inspecting painted wood surfaces to ensure that the paint will protect the wood from the elements.
- Wood siding and trim may not be replaced or concealed by synthetic wood surfaces such as:
 - Vinyl siding and trim
 - Aluminum siding and trim
 - Cementitious siding and trim
- Wood may be repainted using the color palates described in the following section.

Building Exterior - Paint

- Existing painted surfaces may contain lead. Prior to undertaking any necessary paint removal, refer to the National Park Services *Health and Safety Considerations* for more information.
- Existing painted surfaces shall be preserved and maintained. Damaged or deteriorating paint may be removed using the gentlest methods possible. Refer to *Health and Safety Considerations* for more information on paint removal.
- Original masonry surfaces shall be maintained and not painted, unless severe deterioration of the brick or stone can be shown to require painting. If color or texture of replacement brick or stone cannot be matched with existing, painting may be an appropriate treatment.
- Proper maintenance of exterior painted surfaces includes:
 - Cleaning with the gentlest method possible to remove dirt and other deleterious materials from the affected surfaces.
 - Ensuring that all surfaces drain properly such that water does not accumulate on any of the surfaces.
 - Frequently inspecting painted wood surfaces to ensure that the paint will protect the wood from the elements.



- The Design Review Committee has adopted an extensive paint palette appropriate to the district's character. Any colors proposed outside the adopted palette may be reviewed by the Committee in the regular review process.
- The adopted paint palette is available for public viewing at the Main Street office.

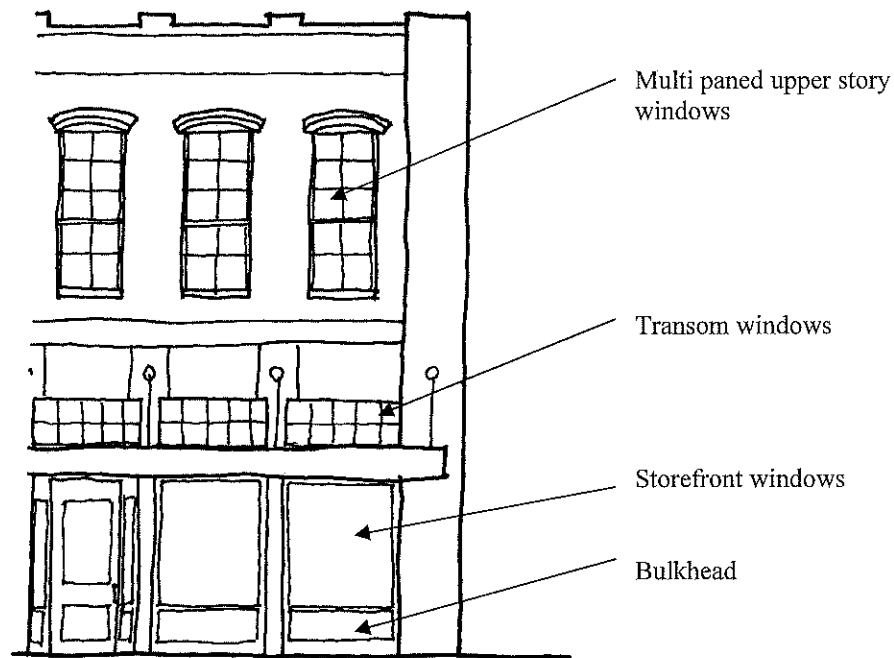
Building Exterior – Architectural Metals

- Existing metals, including gutters and downspouts, decorative railings, and flashings, shall be preserved and maintained. Damaged materials, when removed, shall be replaced with materials that are the same as the original metalwork.
- Existing exposed copper gutters and downspouts should be cleaned regularly for proper maintenance. If replacement of components is necessary, existing materials, forms, and finishes should be matched.
- Existing concealed gutter and downspout systems shall be retained in their original design and operation. Systems shall be cleaned regularly for proper maintenance. If repair is required, care shall be exercised in the removal and replacement of trim, flashings, and other components. Gutters and downspouts shall be replaced with components of the same material and size to prevent conflicts between incompatible materials.
- Existing decorative metal railings should be repaired and maintained. If replacement is needed, railings may be removed or replaced with metal or wood railings that meet local building code requirements and preserve the historic character of the structure.
- Existing metal flashings, shall be maintained. If new flashings are required to prevent water penetration, the new material shall match the old in type, size, thickness, and installation pattern.
- Proper maintenance of metal surfaces includes:
 - Cleaning with the gentlest method possible to remove dirt and other deleterious materials from the affected surfaces.
 - Ensuring that all surfaces drain properly such that water does not accumulate on any of the surfaces.
- Decorative metals shall be painted with an appropriate coating to protect the element from corrosion. Colors should be selected from the palates described in the Section on Paint.

Building Exterior – Roofs

- Existing exposed roofing materials shall be preserved and maintained. Damaged materials, when removed, shall be replaced with materials that are the same as or, if approved by the Main Street Design Committee, similar to the original roof.
- Roof slopes and profiles may not be altered. Damaged or deteriorated roof framing and decking shall be repaired and replaced with materials and methods consistent with the original roof framing system.
- If a new roof is required, the original roof shall be removed in its entirety. No layering of roofing materials will be accepted. Roofing selection shall be appropriate to the roof configuration and slope.
- Replacement roofs may include the following: Color limitation and types are noted as well.
 - Wood Shingle
 - Clay tile – Tile should match existing in size, shape, texture, and coloration.
 - Asphalt Composition Shingle – Composition shingle roofs are not historic in nature but will be accepted as a lower cost, low maintenance, durable roofing product that does not detract from the historic character of the structures.
 - Standing Seam Metal – Metal is an excellent choice for those roof areas that do not achieve the slope required for shingle roofs. New Metal roofs may be used as the main roofing material. Roof framing should be examined for structural integrity.
 - Membrane Roofing – Existing roofs concealed by a parapet wall may be replaced with PVC or TPO membrane roofing. Ensure that parapet caps are retained such that the appearance from the street has not been altered or compromised.
- Proper maintenance of roofing materials includes:
 - Cleaning with the gentlest method possible to remove dirt and other deleterious materials from the affected surfaces.
 - Ensuring that all surfaces drain properly such that water does not accumulate on any of the surfaces.

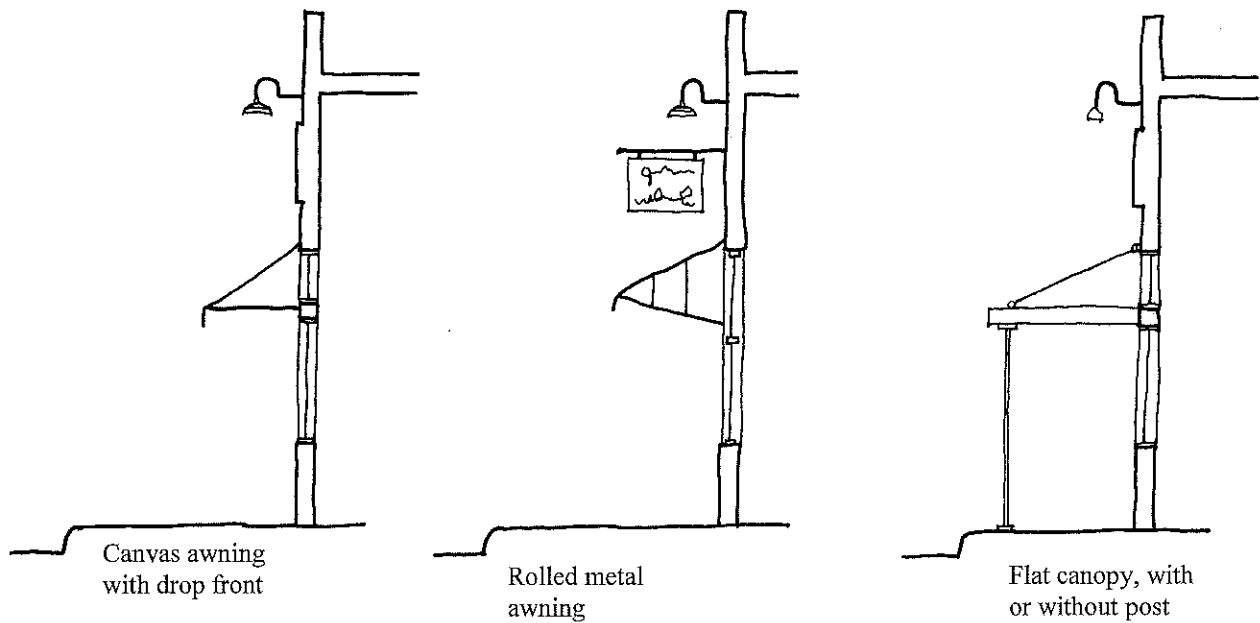
Building Exterior - Windows



- Existing historic windows shall be preserved and maintained. Damaged materials, when removed, shall be selectively replaced with materials and components that are the same as, or if approved by the Main Street Design Committee, similar to the original glass and finish.
- Maintain original elements of the storefront design: cornices, transoms, display windows, cast iron columns, kick plates and spandrels. Maintain recessed entries where they existed. They provide weather-protection, protect pedestrians from opening doors, and add attractive detail to the storefront. Do not recess entire storefront.
- Multiple paned windows are important elements of upper story windows, while storefront windows shall consist of larger sheets of glass to maximize visibility of merchandise. Dark tinted glass is inappropriate for retail space.
- If replacement windows are required, they shall match the existing windows in size, operation, configuration and appearance. New windows shall utilize the rough openings of the existing windows. Piecemeal infill of the existing openings is not acceptable. Windows should have the same light patterns and muntin bar dimensions as the original windows. The finish of new and existing windows shall match in coloration.

- All replacement glazing shall be clear. No tinting or reflective film will be accepted.
- Windows should not be replaced solely for energy conservation. Refer to *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings* for strategies to enhance the solar and thermal performance and utilize the existing windows.
- Proper maintenance of windows includes:
 - Cleaning with the gentlest method possible to remove dirt and other deleterious materials from the affected surfaces.
 - Ensuring that all surfaces drain properly such that water does not accumulate on any of the surfaces.

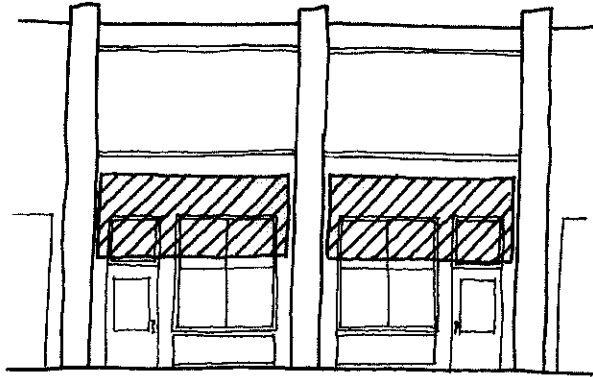
Awnings and Canopies



- Rolled or flat metal canopies, similar to styles formerly seen in Brenham, may be used. Awnings or canopies may be attached either above transoms or between the transoms and display windows.
- Awnings shall be made of canvas or other fabric material. Canvas awnings are typical of historic buildings. Plastic or backlit awnings may not be used.
- Awnings may be a “drop-front” style.
- The modern bubble design, often used on commercial buildings, detracts from historic architectural styles and is typically not appropriate for commercial structures.
- All awnings or canopies shall provide at least 8 feet of clearance above grade.
- Canopies shall be made of metal or wood. Plastic components or other synthetic materials shall not be used.

Awnings and Canopies

- Awnings shall not be continuous across a facade, but rather relate to each bay or window.



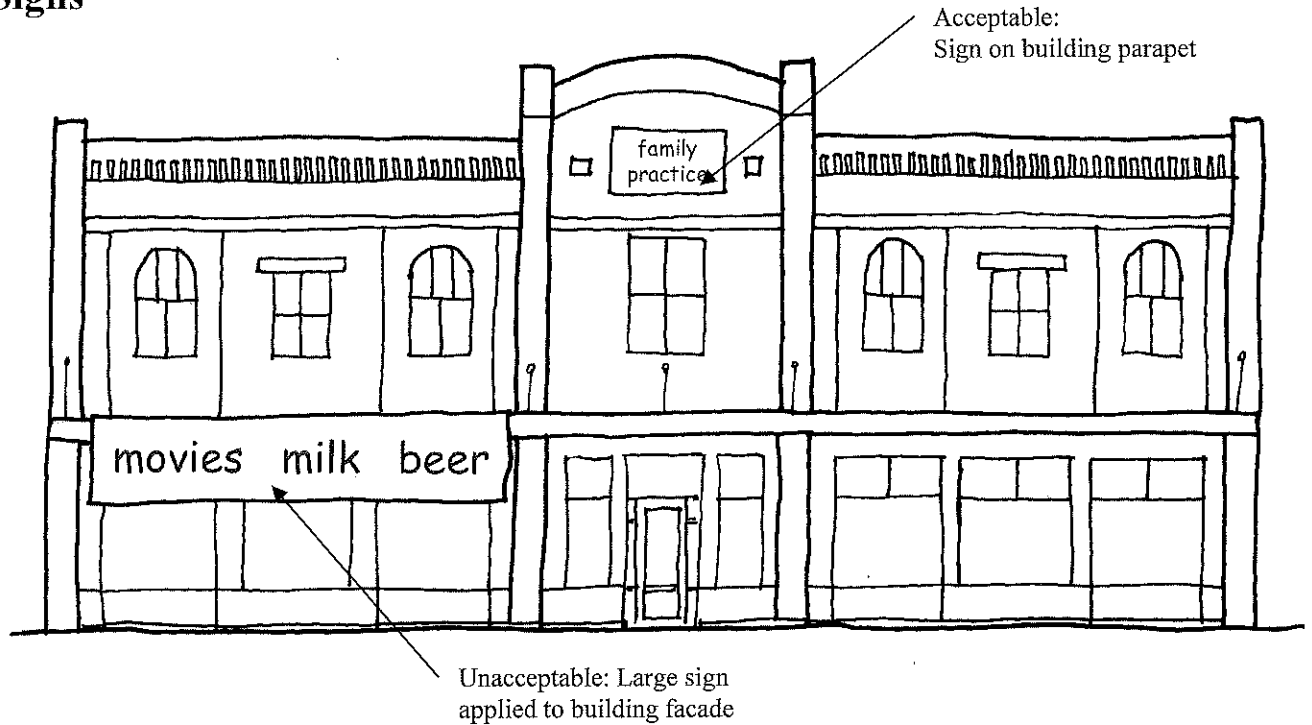
The rhythm of awnings at left is typical of historic commercial styles, and provides greater interest to pedestrians.



This continuous type of awning is unacceptable.

Commercial Awning Rhythm

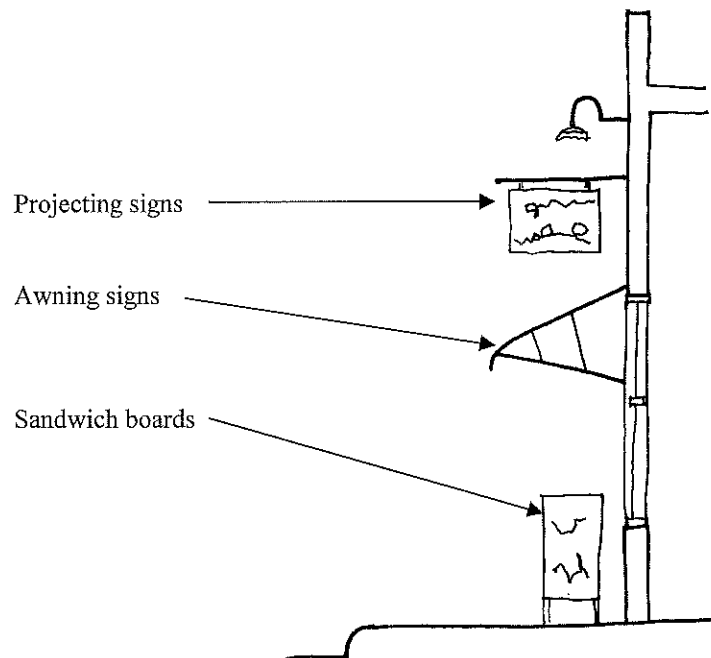
Signs



- In retail areas, focus on merchandise, not signs.
- Signs which compete for attention detract from the historic district as a whole. Signs shall not cover transoms or historic building features.
- Avoid clutter and limit the number and size of signs.
- Sign lettering should be consistent with the style of the architecture.
- In commercial areas, the building itself may be considered part of the sign. The use of awnings and projecting signs are encouraged.
- In general, signs may be small and limited to one per business on buildings with multiple tenants. Avoid garish colors or patterns, but use the detail and style of the building's architecture to speak for the business. Locate signs so they relate to architectural features of the building.
- Typical signs at commercial buildings in the past included parapet signs above storefronts within panels of the parapet and signs painted on windows. Signs for businesses located in residential style buildings with generous front yard setbacks may use an appropriately scaled monument sign. These shall be encouraged.

Signs

- No roof signs, off premise signs, flashing signs and plastic backlit signs may be used. Free-standing signs may be used in front yard areas, when appropriately scaled and placed to minimize visual interference with the significant features of the property.
- Signs must be constructed of painted wood or metal. Plastic signs or letters may not be used. Lighting of signs can be done with incandescent bulbs on the sign, or gooseneck front lighting using fixtures appropriate to the style and period of the building.

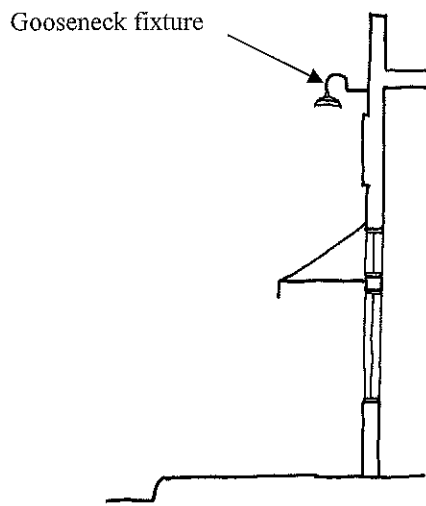


- Awnings and projecting signs were common in 19th and early 20th century Brenham. Small projecting signs, at an appropriate scale in relation to the building and the adjacent area are encouraged.
- Sidewalk sandwich boards are typical of the historic retail style, but they must be well maintained and removed after business hours. No changeable letters on tracks may be used. Chalkboards may be used for daily changing messages. Sandwich boards may not be wider than 24", or be placed to extend more than 24" from the building face. The height is restricted to 35". No more than one per building will be allowed.
- Where several businesses share a building, signs may be coordinated and shared.

Signs

- Generally, Serif styles may be used for late 19th and early 20th century commercial buildings and Sans Serif for Art Deco and buildings from the modernism movement.
- Sign colors must coordinate with the approved color palettes in the Design Guidelines.
- Neon can enhance a retail and restaurant area by creating a sense of fun and festivity, but excessive use can also detract from a district. Neon shall be used inside windows only, and occupy a limited amount of space within that window, exception: theatrical uses. Neon marquee signs are allowed only for buildings with theatrical uses.
- Banners of no more than 30 square feet may be hung for a period of no more than 3 months awaiting completion of permanent signs or no more than 2 weeks to advertise special events.
- Plans for proposed murals including drawings, size, sample colors, must apply for a Certificate of Appropriateness with the Design Review Board.

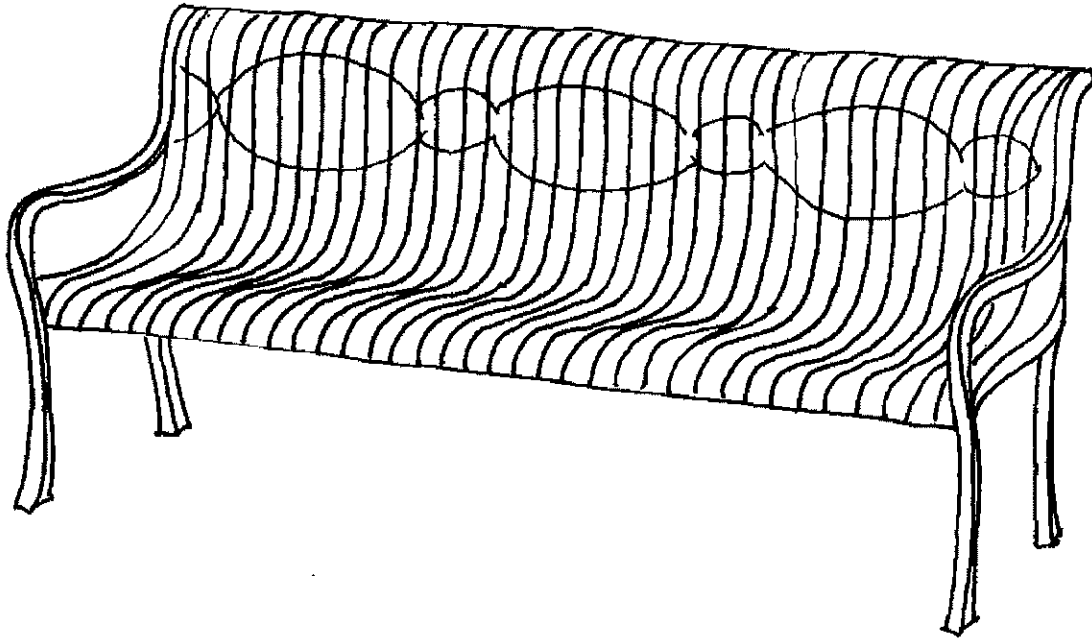
Lighting



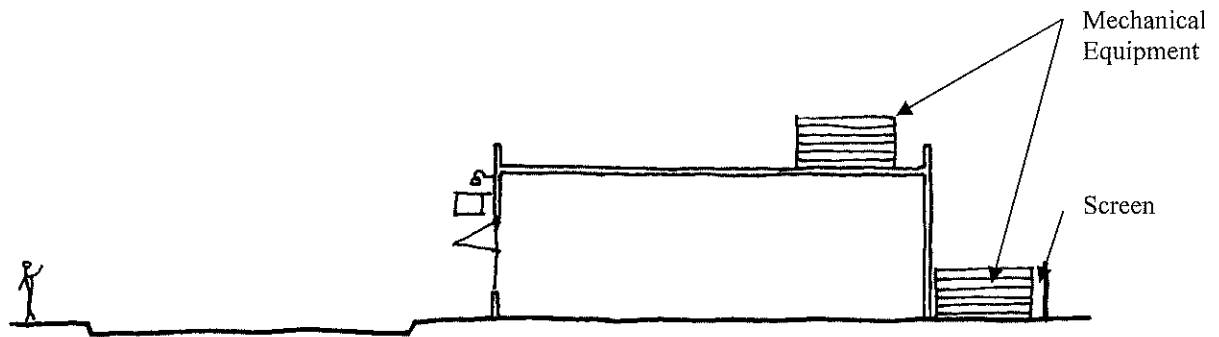
- Lighting is an important element in commercial areas. Fixtures shall be consistent with the historic character of the area.
- Fully recessed down lights, gooseneck lights or other incandescent fixtures appropriate to the style and period of the district may be used.
- Avoid exposed lighting of any kind.
- Lighting fixtures are supported in front of the building and may cast light on a sign and highlight the building or offer lighting for pedestrians on sidewalks. The fixtures should be shielded to prevent glare on the street and sidewalk.
- A well designed window display illuminated at night is more desirable than an illuminated sign.

Sidewalk Furniture

- Includes benches, planters, statues, trash receptacles and objects for sale. Objects on the sidewalk should increase the overall attractiveness of design without impeding the flow of pedestrians on the sidewalks with too many objects, oversized objects or objects placed in the pathway.
- Advertising or promotions on benches is not allowed under any circumstance.
- Planters should match the building architecture in style. Attractive and well maintained plants should be in the planters. No artificial plants will be allowed. Statues appropriate to the architecture of the building can enhance a building.
- Main Street Brenham will provide a specification for benches, trash cans, planters, and other equipment to match existing downtown sidewalk furniture.



Service and Mechanical Areas



- Service and mechanical areas shall be screened from the street and other pedestrian area. Loading areas shall be well maintained and garage storage shall be fully screened from view.
- Screen mechanical equipment from view.
- Mechanical equipment at residential and commercial properties, including satellite dishes, shall not be located in front or corner side yards or shall be set back from the edges of roofs, and screened so they are not visible to pedestrians and do not detract from the historic character of buildings.
- Window air-conditioning units may not be positioned on the front of a building.

Special Considerations - Energy Conservation

Equipment

The installation of new, more efficient, mechanical equipment, including water heaters, can make the most significant impact on the reduction of energy costs. Solar collectors may be installed in a manner that does not compromise the historic character of the structure nor destroy or obscure any character defining elements.

Windows

The thermal efficiency of the historic windows can be improved through the following methods:

- Regular inspection and maintenance to ensure weather tightness and good operation.
- Installation of insulation at the rough opening. (Trim should be carefully removed and reinstalled.)
- Maintenance and replacement of caulk at joints and openings.
- Installation of weather stripping at all doors and windows.
- Installation of appropriate storm windows as detailed in *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings*.

Windows shall not be tinted or covered with reflective foil or film.

Insulation

Thermal insulation may be installed in attics and basements to increase the efficiency of the mechanical systems. Appropriate materials shall be selected such that historic character defining elements are not concealed or destroyed during installation. Insulation may be added at exterior walls if done so in a manner that does not damage the wall finish at the interior or exterior of the wall.

Special Considerations - New Additions and Infill

Alterations

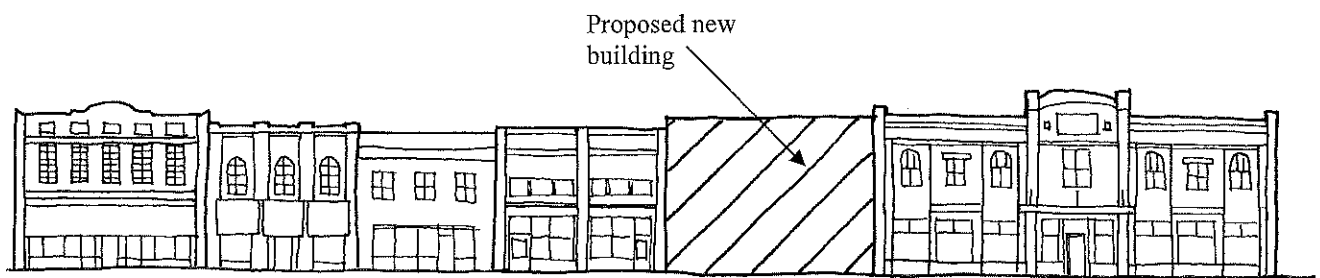
- Interior spaces may be reconfigured to accommodate new uses.
- Removal of previous additions may be undertaken. New exterior finish materials shall match existing in texture, dimension, etc. Detailing of alterations should be such that there is a clear differentiation between the new work and the historic fabric of the structure.

Additions

- Additions shall be subordinate in scale to the existing structure.
- Exterior additions should not be undertaken if the non-character defining interior spaces can be reconfigured to meet the needs of the new use.
- New additions should not obscure or remove character-defining elements such as porches, pediments, etc.

Infill

- New construction proposals and rehabilitation of non-historic buildings will be reviewed by the Design Review Committee and based on these Criteria. Judgment will be based on the compatibility of the design within the context of the property's adjacent and nearby historic buildings.
- Infill construction shall be encouraged. Construction should respect both the height and bay spacing of adjacent buildings. They shall also ensure proportion and continuity of the texture of façade treatments, in terms of cornice lines, window lintels and sills, and kick plates. Flat roofs shall be hidden from view by parapets. The building should be of similar form and materials, but not an actual replication.



Special Considerations – Accessibility Concerns

All commercial properties in Texas must comply with the Texas Accessibility Standards. Copies of the Standards are available through the Texas Department of Licensing and Regulation. In addition, residential units available for lease may be required to be accessible. Check federal fair housing standards for guidelines.

New barrier-free features may be added but should not alter, damage, or destroy the historic character defining features of the structures.

Ramps

If required, a ramp may not replace an existing main stair access to the entrance but rather shall be installed in such a manner that is subordinate in appearance, scale, and location to the main entrance.

Elevators

Elevators may be added provided they do not alter, damage, or destroy historic character defining elements and spaces at the interior or exterior of the structure.



AGENDA ITEM 8

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 5, 2017
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith

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

AGENDA ITEM DESCRIPTION: Public Hearing to Consider an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Portion of a 53.01 Acre Tract of Land Described as R19805 (WCAD), Being A Part of Tract 25 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Commercial, Research and Technology Use (B-2) District

SUMMARY STATEMENT: This is a request from Carl A. Detering, Jr. and William C. Detering to rezone a portion of the tract of land described above from a B-1 Local Business/Residential Mixed Use District to a B-2 Commercial, Research and Technology District. This rezone request is related to the other zone change requests on the agenda. Mr. Keilers who owns the tract of land immediately to the south of the tract needs his tract to be adjacent to another B-2 zoned tract to legally make his request. Mr. Detering has B-2 zoned property adjacent to this property. With this request Mr. Keilers will be able to proceed with his request.

Comprehensive Plan
 The Envision 20/20 Comprehensive Plan shows this area a Retail/Commercial. This is in line with this rezone request.

Thoroughfare Plan
 This property is along State Highway 36 S.

Public Concerns
 There were no concerns received from the public.

Planning and Zoning Commission Recommendation
 The Planning and Zoning Commission recommended unanimous approval of this request.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):
A. PROS: Opens up additional retail options for property owner. Improve economic options for property.
B. CONS: B-2 zoned uses are considered to have a greater impact based on use in an area. Some can be perceived as negative from time to time.
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Cover Letter from Carl Detering, Jr.; (2) General Application; (3) Existing Zoning District Map (4) Proposed Zoning District Map; and (5) Envision 20/20 Comprehensive Plan's Future Land Use Map
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: No action – public hearing only
APPROVALS: Terry K. Roberts

August 31, 2017

Planning & Zoning Commission
City of Brenham
200 W. Vulcan
Brenham, TX 77833



Re: Zone Change Request for Property Located in the 3200 Block of Highway 36 South between Wood Ridge Subdivision and 3201 Highway 36 South

Dear P&Z Commissioners:

I am respectfully requesting a Zone Change for the property located in the 3200 Block of Highway 36 South between Wood Ridge Subdivision and 3201 Highway 36 South, Brenham, Texas 77833 (Property ID: R19805). This application is only for the zone change of the property presently zoned B-1.

I am requesting the change to allow more flexibility in developing that portion of the property and to conform with the existing uses of neighboring properties and the present B-2 zoning across Highway 36. I have no immediate plans for a different use of the property other than its present use. However, given the highway frontage, I am of the opinion that a zone change would provide more flexibility for future uses.

Please see our attached Zone Change general application and additional documents. Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

Carl A. Detering, Jr.

Attachments

CC (with Attachments):

Mike Boyd

Kevin Mutscher – Betts, Walters & Mutscher, P.C.



For office use only

APPLICATION NO. _____

MEETING DATE: _____

DATE SUBMITTED: _____

CITY OF BRENHAM
GENERAL APPLICATION



Type of Application

- | | |
|---|--|
| ☐ Variance from Appendix A: Zoning | ☒ Zone Change |
| ☐ Specific Use Permit | ☐ Plan Review |
| ☐ Preliminary Plat | ☐ Final Plat/Replat/Amending Plat |
| ☐ Variance from Chapter 21: Signs | ☐ Other: _____ |

Property Owners Information

Name Carl A. Detering, Jr. & William C. Detering

Principal Officers (If Corporation) President _____

Secretary _____

Address P.O. Box 7766 Houston, TX 77270-7766

Telephone Number 713-863-4710 E-mail Address carl@detering.com

Applicant Information

Name Same as above

Address _____

Telephone Number _____ E-mail Address _____

Agent or Engineer Information

Name J. Michael Boyd

Address 2200 West Loop South, Suite 525, Houston, TX 77027

Telephone Number 713-877-8400 E-mail Address mboyd@boydcommercial.net

Location of Property

Street Address: 3200 Block of Highway 36 South between Wood Ridge Subdivision and 3201 Highway 36 South, Brenham, TX 77833

Legal Description (attach metes and bounds description if not subdivided):

Subdivision: _____ Block(s): _____ Lot(s): _____

Zoning Information

Existing Zoning : B-1

Proposed Zoning: B-2

Reasons for requesting zone change:* This application is only for the zone change of the property presently zoned B-1.
Property Owner requests the change to allow more flexibility in developing that portion of the property and to conform
with the existing uses of neighboring properties and the present B-2 zoning across HWY 36.

Variance Information

Section of Code from which variance is described:* _____

Describe variance requested:* _____

Reasons for requesting variance:* _____

Proposed Property Use

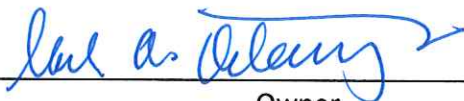
Describe in detail the proposed operation at this location:*

Not specifically determined at this time.

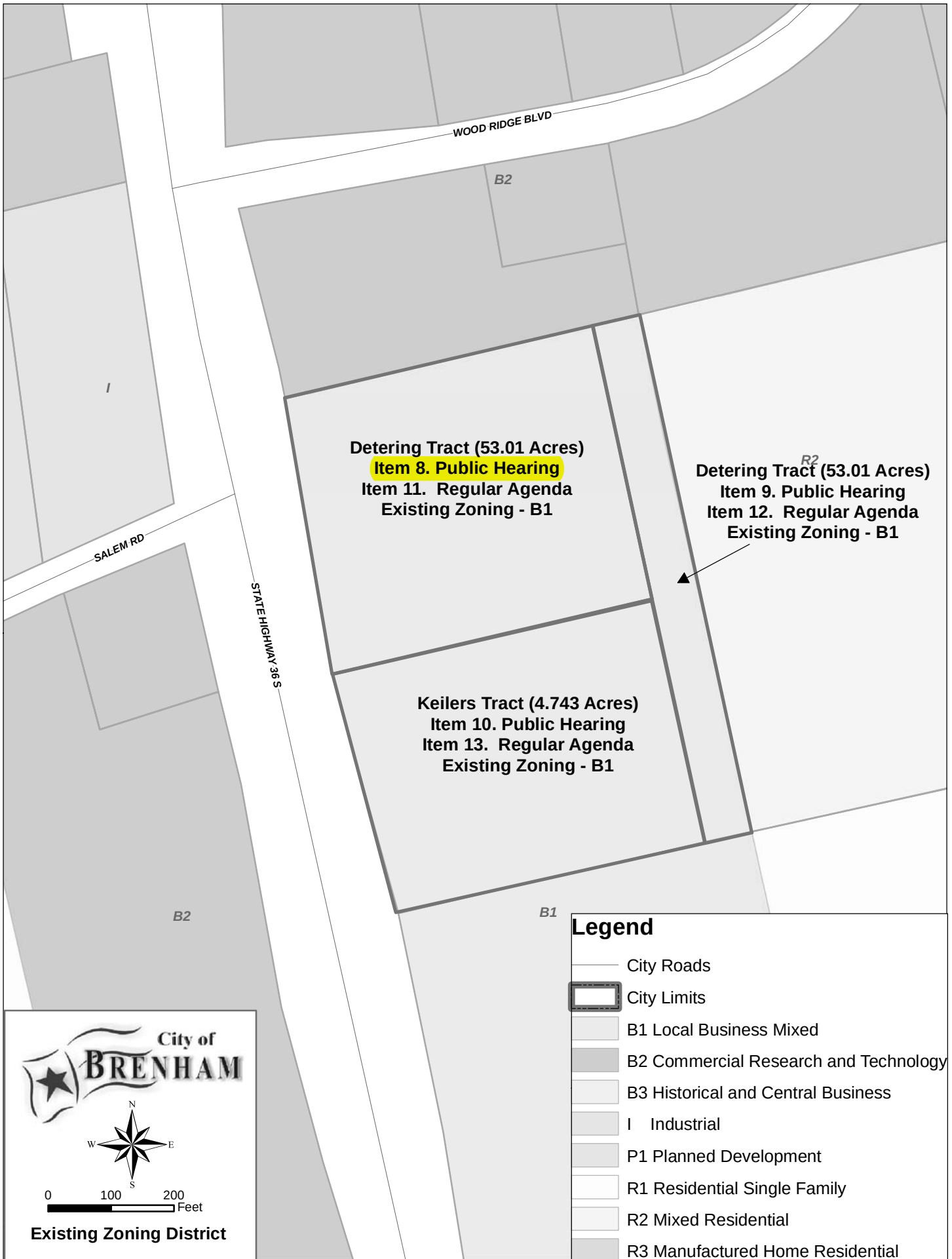
Construction Value \$ _____

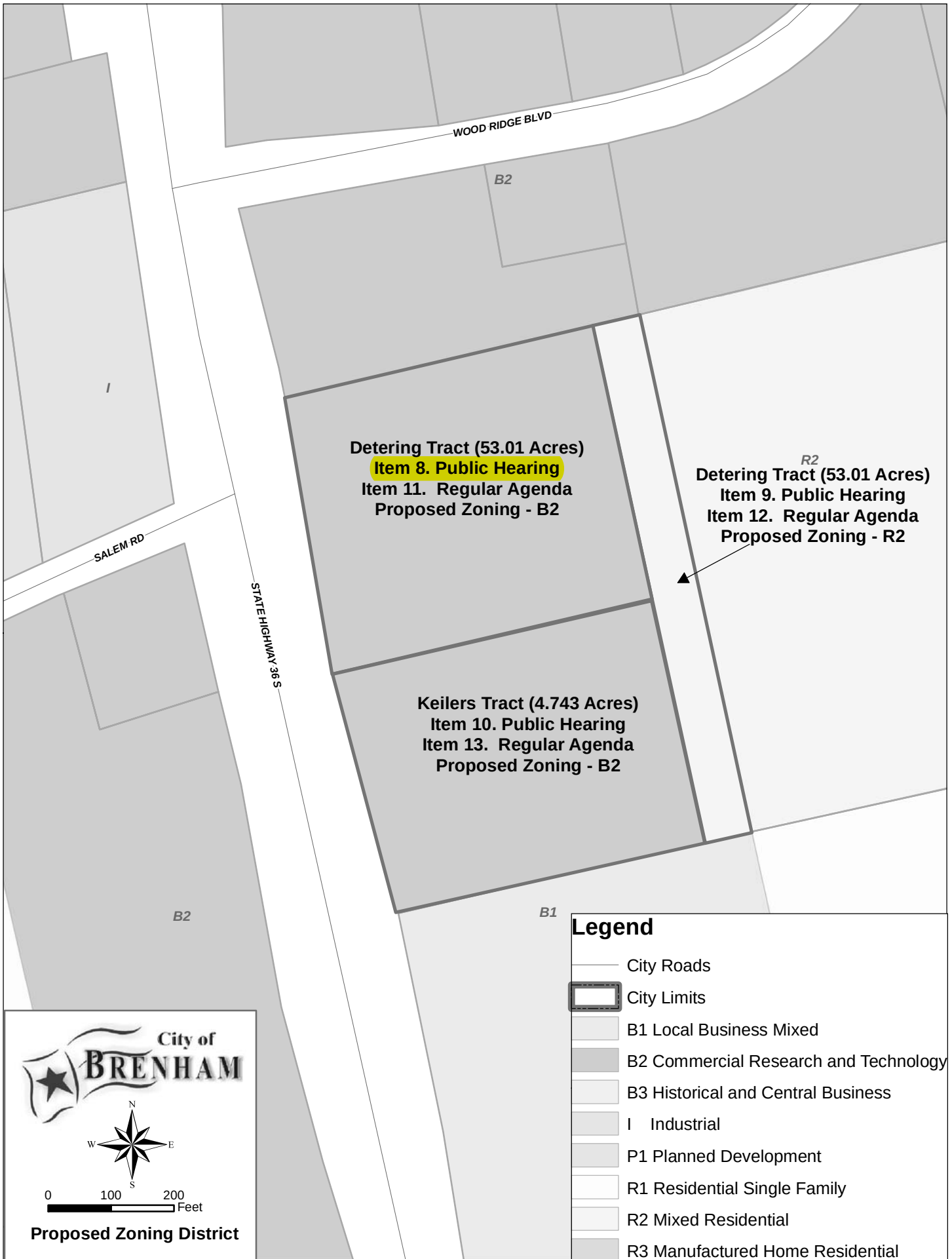
Site plans are required for variance, special use, and plan review requests; please see Ordinance No. 0-05-007 for minimum site plan requirements.

I, Carl A. Detering, Jr., being the owner (or authorized agent) of the above described property, do hereby certify the information set forth above is true and correct. I further request that the Planning & Zoning Commission/Board of Adjustments/Plan Review Committee review this matter and take appropriate action.


Owner

Agent





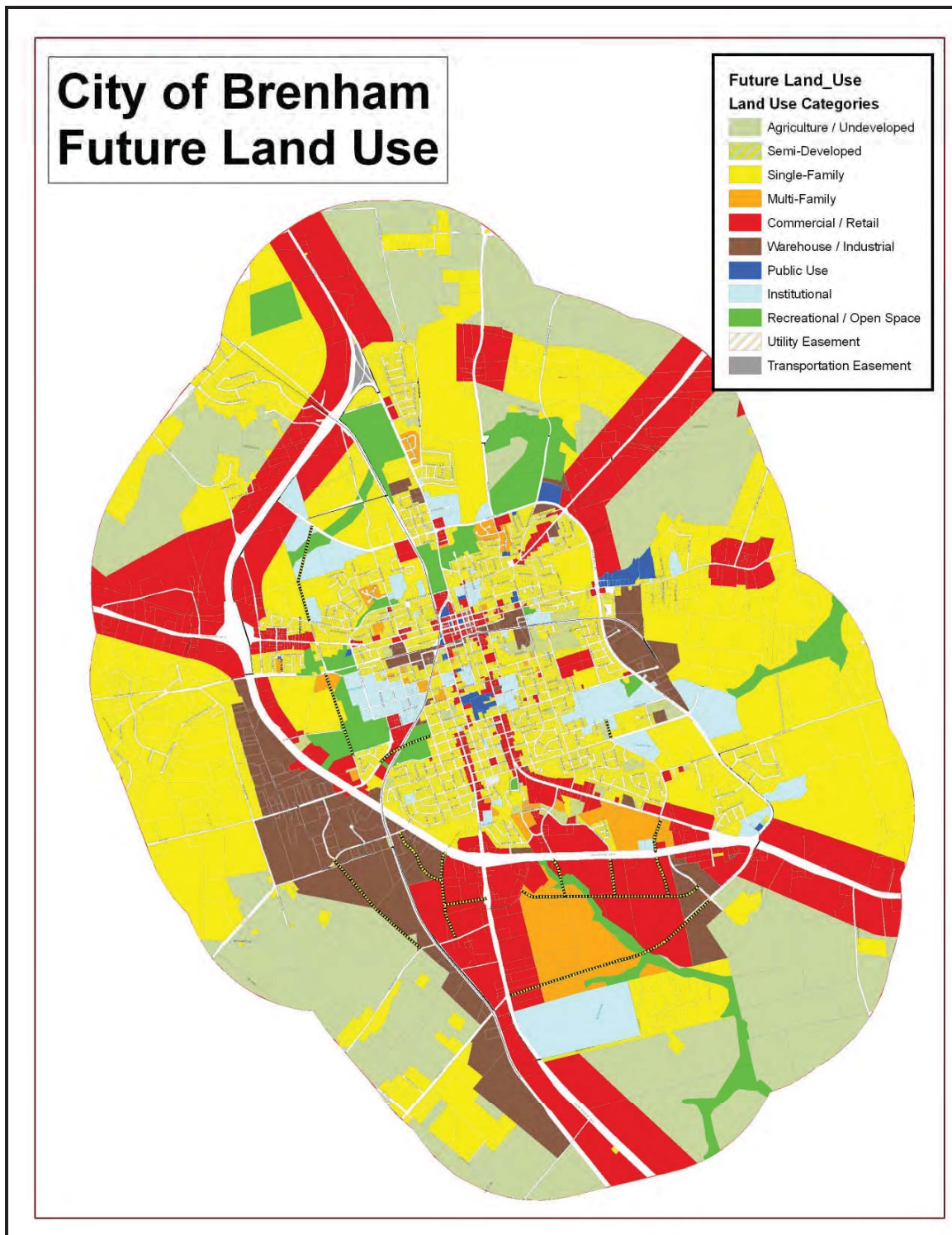


Illustration 6-5: The Future Land Use map for the City of Brenham illustrates desired growth patterns over the next 15 to twenty years.



AGENDA ITEM 9

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 5, 2017															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☒ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☐ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☒ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☒ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Public Hearing to Consider an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Portion of a 53.01 Acre Tract of Land Described as R19805 (WCAD), Being A Part of Tract 25 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Mixed Residential Use (R-2) District																
SUMMARY STATEMENT: This is a request from Carl A. Detering, Jr. and William C. Detering to rezone a portion of the tract of land described above from a B-1 Local Business/Residential Mixed Use District to a R-2 Mixed Residential District. This rezone request is related to the other zone change requests on the agenda. The purpose of changing the zoning for this tract is to square off the boundaries of the district. <u>Comprehensive Plan</u> The Envision 20/20 Comprehensive Plan shows this area a Retail/Commercial. This is not in line with the Comprehensive Plan at this time. If the City Council recommends approval at first reading staff will bring back a Comprehensive Plan amendment at the October 19th City Council meeting for amendment. This would put the two documents in line with one another. <u>Thoroughfare Plan</u> This property is along State Highway 36 S. <u>Public Concerns</u> There were no concerns received from the public. <u>Planning and Zoning Commission Recommendation</u> The Planning and Zoning Commission recommended unanimous approval of this request.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Creates a straight boundary line for the requested district. B. CONS:																

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Cover Letter from Carl Detering, Jr.; (2) General Application; (3) Existing Zoning District Map; (4) Proposed Zoning District Map; and (5) Envision 20/20 Comprehensive Plan's Future Land Use Map
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: No action – public hearing only
APPROVALS: Terry K. Roberts

August 31, 2017

Planning & Zoning Commission
City of Brenham
200 W. Vulcan
Brenham, TX 77833



Re: Zone Change Request for Property Located Adjacent to the Commercial Property in the 3200 Block of Highway 36 South between Wood Ridge Subdivision and 3201 Highway 36 South

Dear P&Z Commissioners:

I am respectfully requesting a Zone Change for the property located adjacent to the commercial property in the 3200 Block of Highway 36 South between Wood Ridge Subdivision and 3201 Highway 36 South, Brenham, Texas 77833 (Property ID: R19805). This application is only for the zone change of the property presently zoned B-1.

I am requesting the change from B-1 to R-2 because the property does not have any frontage on Hwy 36, so that commercial development is not probable and it is adjacent to the balance of our property which is currently zoned R-2. I have no immediate plans for a different use of the property other than its present use.

Please see our attached Zone Change general application and additional documents. Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

Carl Detering, Jr.

Attachments

CC (with Attachments):

Mike Boyd

Kevin Mutscher – Betts, Walters & Mutscher, P.C.



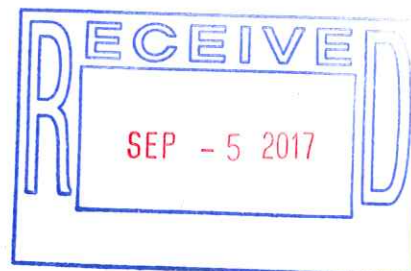
For office use only

APPLICATION NO. _____

MEETING DATE: 9-5-17

DATE SUBMITTED: _____

CITY OF BRENHAM
GENERAL APPLICATION



Type of Application

- | | |
|---|--|
| ☐ Variance from Appendix A: Zoning | ☒ Zone Change |
| ☐ Specific Use Permit | ☐ Plan Review |
| ☐ Preliminary Plat | ☐ Final Plat/Replat/Amending Plat |
| ☐ Variance from Chapter 21: Signs | ☐ Other: _____ |

Property Owners Information

Name Carl A. Detering, Jr. & William C. Detering

Principal Officers (If Corporation) President _____

Secretary _____

Address P.O. Box 7766 Houston, TX 77270-7766

Telephone Number 713-863-4710 E-mail Address carl@detering.com

Applicant Information

Name Same as above

Address _____

Telephone Number _____ E-mail Address _____

Agent or Engineer Information

Name J. Michael Boyd

Address 2200 West Loop South, Suite 525, Houston, TX 77027

Telephone Number 713-877-8400 E-mail Address mboyd@boydcommercial.net

Location of Property

Street Address: Adjacent to the commercial property in the 3200 Block of Hwy 36 South Between Wood Ridge Subdivision and 3201 Highway 36 South, Brenham, TX 77833

Legal Description (attach metes and bounds description if not subdivided):

Subdivision: _____ Block(s): _____ Lot(s): _____

Zoning Information

Existing Zoning : B-1

Proposed Zoning: R-2

Reasons for requesting zone change:* This application is only for the zone change of the property presently zoned B-1.

Property Owner requests the change to allow more flexibility in developing that portion of the property and to conform with the existing uses of
neighboring properties and the present B-2 zoning across HWY 36. It is not suitable for commercial development.

Variance Information

Section of Code from which variance is described:* _____

Describe variance requested:* _____

Reasons for requesting variance:* _____

Proposed Property Use

Describe in detail the proposed operation at this location:*

Not specifically determined at this time.

Construction Value \$ _____

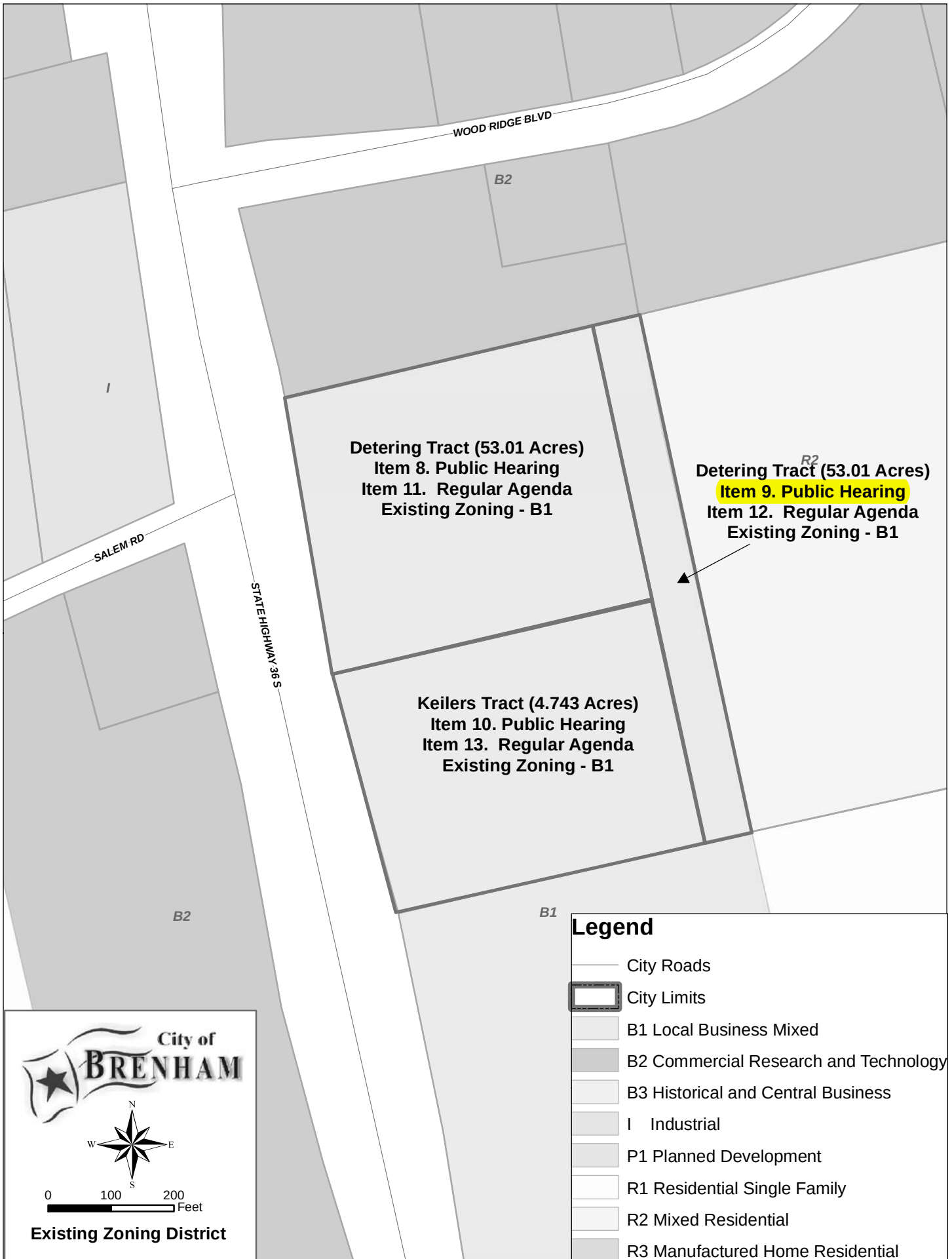
Site plans are required for variance, special use, and plan review requests; please see Ordinance No. 0-05-007 for minimum site plan requirements.

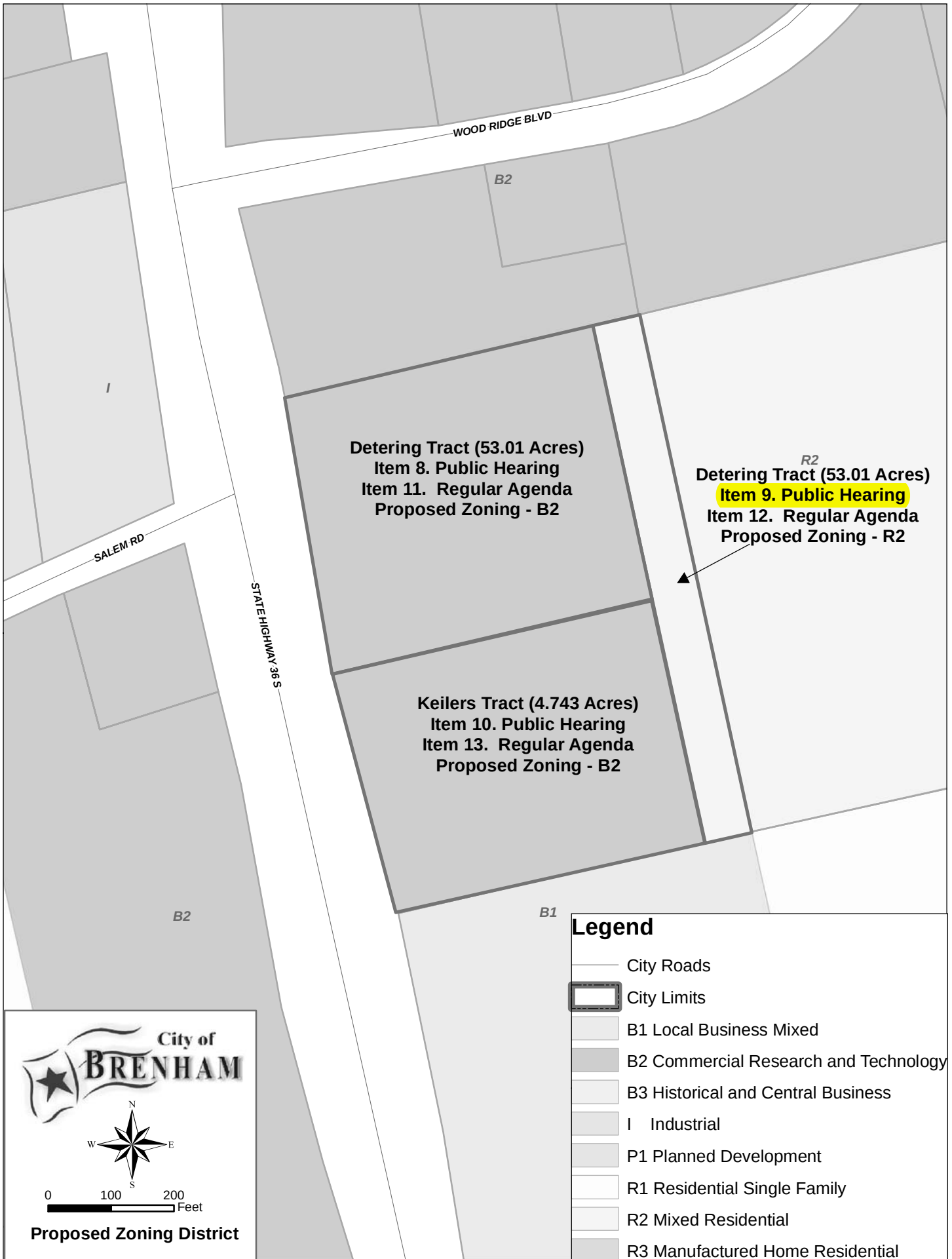
I, Carl A. Detering, Jr., being the owner (or authorized agent) of the above described property, do hereby certify the information set forth above is true and correct. I further request that the Planning & Zoning Commission/Board of Adjustments/Plan Review Committee review this matter and take appropriate action.



Owner

Agent





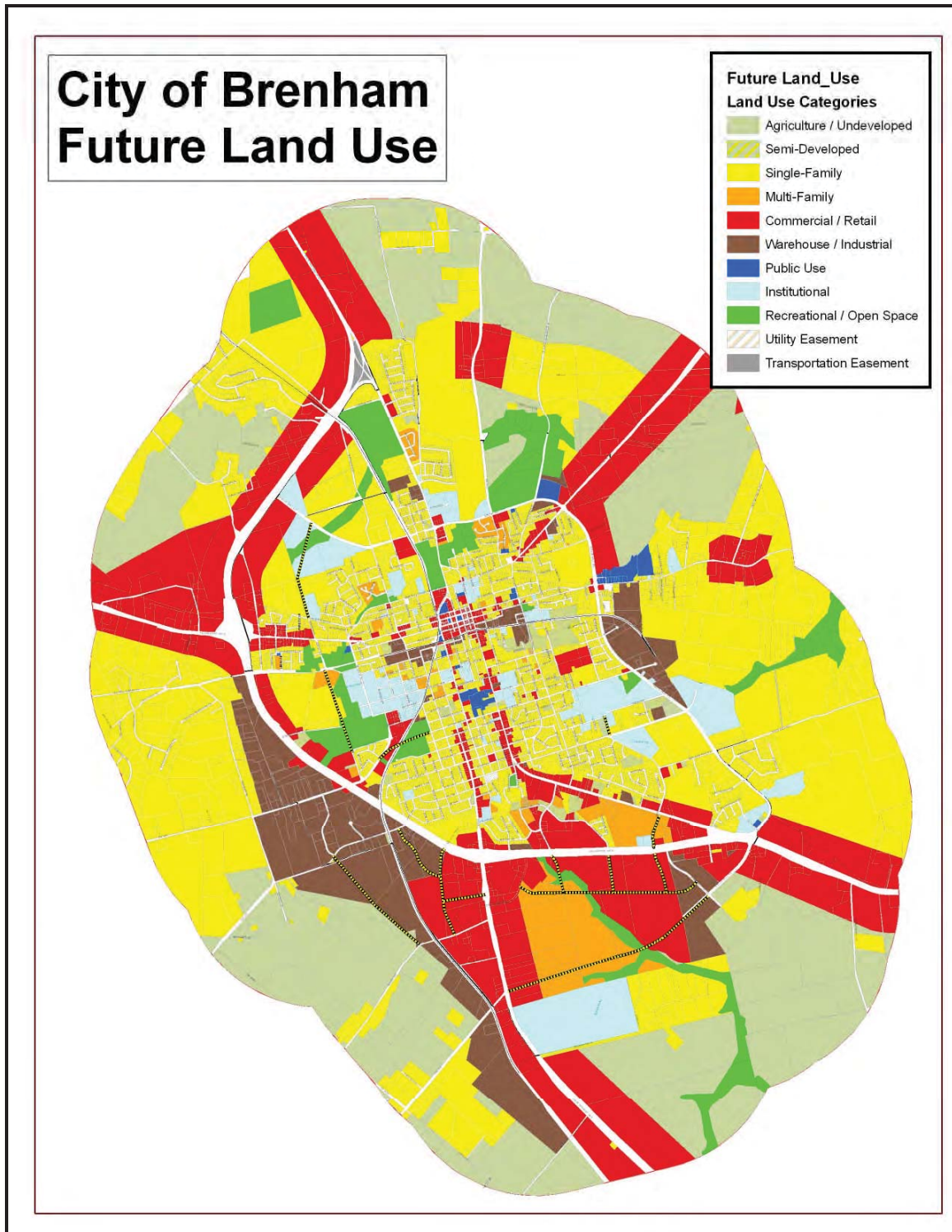


Illustration 6-5: The Future Land Use map for the City of Brenham illustrates desired growth patterns over the next 15 to twenty years.



AGENDA ITEM 10

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 5, 2017
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith

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

AGENDA ITEM DESCRIPTION: Public Hearing to Consider an Amendment to the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Tract of Land Described as R19919 (WCAD), 4.743 Acres, Located at 3201 State Highway 36 S, Being Part of Tract 121 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Commercial, Research and Technology Use (B-2) District

SUMMARY STATEMENT: This is a request from Keilers Properties, Inc. to rezone the tract of land described above from a B-1 Local Business/Residential Mixed Use District to a B-2 Commercial, Research and Technology District for the purpose of operating a tire shop. This rezone request is related to the other zone change requests on the agenda. Mr. Keilers who owns the tract of land immediately to the south of the tract needs his tract to be adjacent to another B-2 zoned tract to legally make his request. Mr. Detering has B-2 zoned property adjacent to this property. With a change to Mr. Deterings property Mr. Keilers will be able to proceed with his request.

Comprehensive Plan
 The Envision 20/20 Comprehensive Plan shows this area a Retail/Commercial. This is in line with this rezone request.

Thoroughfare Plan
 This property is along State Highway 36 S.

Public Concerns
 One neighbor questioned if a tire shop was appropriate for this location. Part of this concern was because of outside storage of tires. This is allowed in this district with screening.

A family member who sold the land to Mr. Keilers questioned the initial zoning of this tract of land to B-1. He felt this was never the appropriate zoning classification for this property and if it wasn't for Mr. Keilers buying the property he felt that it would have been likely he would have asked for the zoning to be changed one day himself.

<u>Planning and Zoning Commission Recommendation</u> The Planning and Zoning Commission recommended unanimous approval of this request.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Opens up additional retail options for property owner. Improve economic options for property. B. CONS: B-2 zoned uses are considered to have a greater impact based on use in an area. Some can be perceived as negative from time to time.
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Cover Letter from Kevin Mutscher; (2) General Application; (3) Existing Zoning District Map ;(4) Proposed Zoning District Map; and (5) Envision 20/20 Comprehensive Plan’s Future Land Use Map
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: No action – public hearing only
APPROVALS: Terry K. Roberts

BETTS, WALTERS & MUTSCHER, P.C.

Attorneys & Counselors at Law

115 East Main Street - P.O. Box 1118

Brenham, Texas 77834-1118

Telephone: (979) 836-3636

Facsimile: (979) 836-3657

William H. Betts, Jr.

J. Val Walters

Kevin W. Mutscher

September 1, 2017



Planning & Zoning Commission
City of Brenham
200 W. Vulcan
Brenham, TX 77833

Re: Zone Change Request for Property Located at 3201 Highway 36 South

Dear P&Z Commissioners:

On behalf of my client, Keilers Properties, Inc., I am respectfully requesting a zone change for the property located at 3201 Highway 36 South, Brenham, Texas 77833 (Property ID: R19919).

The property is currently zoned B-1 and the proposed zone change is B-2. The reasons for the zone change are so that the past use of the property and Keilers Properties, Inc.'s intended future use is lawful under the zoning district regulations. The property has previously been used as a wholesale warehouse and distribution center.

Keilers Properties, Inc. desires to utilize the property as a location of Cy Fair Tire, a wholesale and retail distributor of tires and to provide on-site installation of tires. The zone change would also allow for the potential expansion of improvements for those purposes.

It is our understanding that the adjacent property owned by Mr. Carl Detering on Highway 36 South (Property ID: R19805) is also requesting a zone change from B-1 to B-2. That would allow my client to have contiguous B-2 zoning to the commercial development north of Keilers Properties, Inc.'s property.

Please see our attached zone change general application and additional documents. Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

Kevin W. Mutscher

KWM/ctk
Attachments

CC (with Attachments):
Brandon Keilers, President, Keilers Properties, Inc.



For office use only

APPLICATION NO. _____

MEETING DATE: _____

DATE SUBMITTED: 9-1-17

CITY OF BRENHAM
GENERAL APPLICATION



Type of Application

- | | |
|---|--|
| ☐ Variance from Appendix A: Zoning | ☒ Zone Change |
| ☐ Specific Use Permit | ☐ Plan Review |
| ☐ Preliminary Plat | ☐ Final Plat/Replat/Amending Plat |
| ☐ Variance from Chapter 21: Signs | ☐ Other: _____ |

Property Owners Information

Name Keilers Properties, Inc.

Principal Officers (If Corporation) President Brandon Keilers

Secretary Ronnie Keilers

Address 6516 N. Gessner, Houston, TX 77040

Telephone Number 281-220-9716 E-mail Address brandon.keilers@cyfairtire.com

Applicant Information

Name _____

Address _____

Telephone Number _____ E-mail Address _____

Agent or Engineer Information

Name Kevin Mutscher, Property Owner's authorized agent

Address P.O. Box 1118, Brenham, TX 77834-1118

Telephone Number 979-836-3636 E-mail Address kmutscher@bettsfirm.com

Location of Property

Street Address: 3201 HWY 36 S, Brenham, Texas 77833

Legal Description (attach metes and bounds description if not subdivided):

Subdivision: Metes and Bounds Attached Block(s): _____ Lot(s): _____

Zoning Information

Existing Zoning : B-1

Proposed Zoning: B-2

Reasons for requesting zone change:* So that the past use of the property and Property Owner's intended future use is lawful under the Zoning District Regulations. The property's has been as a wholesale warehouse and distribution center.

Property Owner desires to continue that use as well as adding vehicular service center for the retail sale and installation of tires.

Variance Information

Section of Code from which variance is described:* _____

Describe variance requested:* _____

Reasons for requesting variance:* _____

Proposed Property Use

Describe in detail the proposed operation at this location:*

Property Owner desires to utilize the property as a location of Cy Fair Tire, a wholesale and retail distributor of tires and to provide on site installation of tires. The zoning change would also allow for the potential expansion of improvements for those purposes.

Construction Value \$ _____

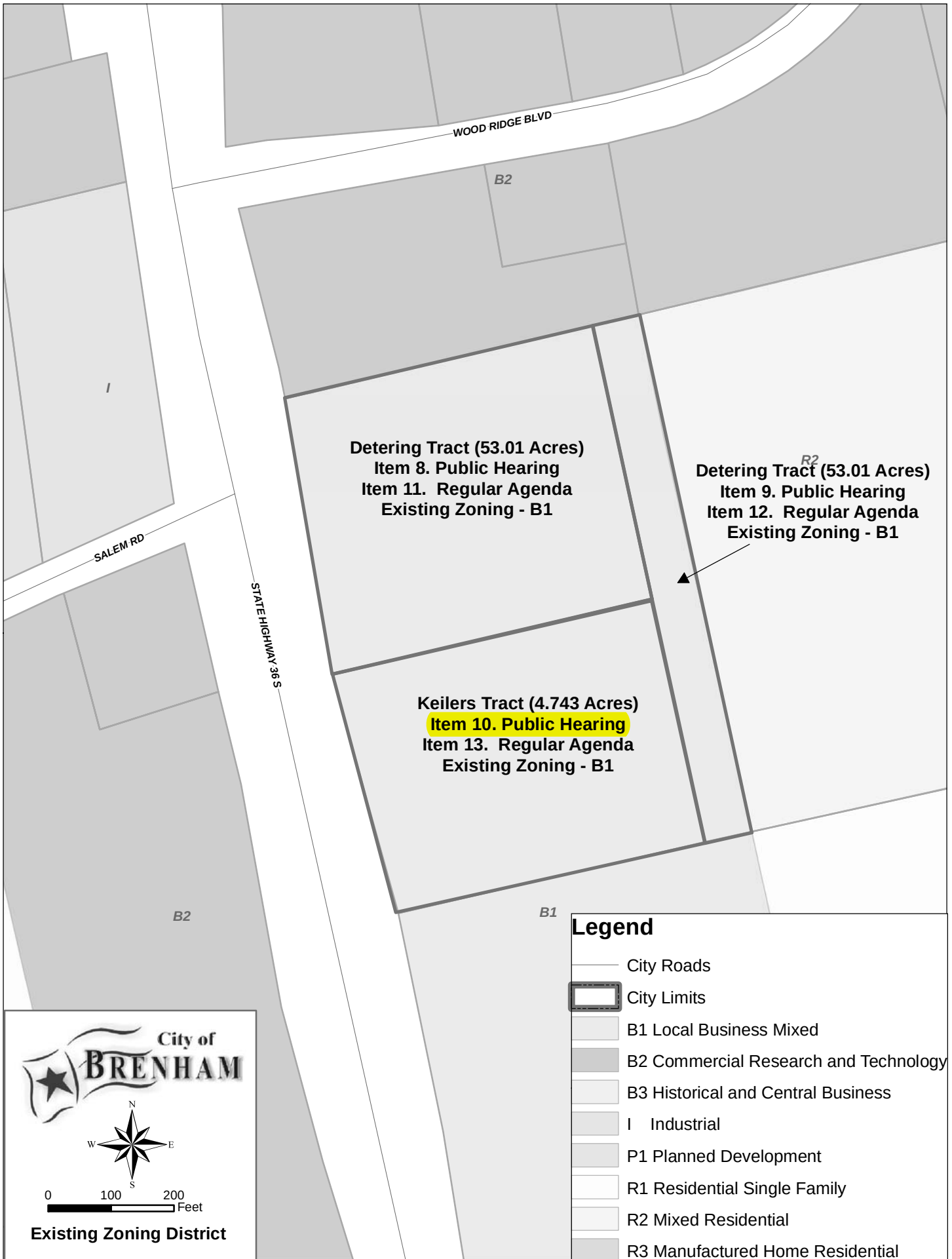
Site plans are required for variance, special use, and plan review requests; please see Ordinance No. 0-05-007 for minimum site plan requirements.

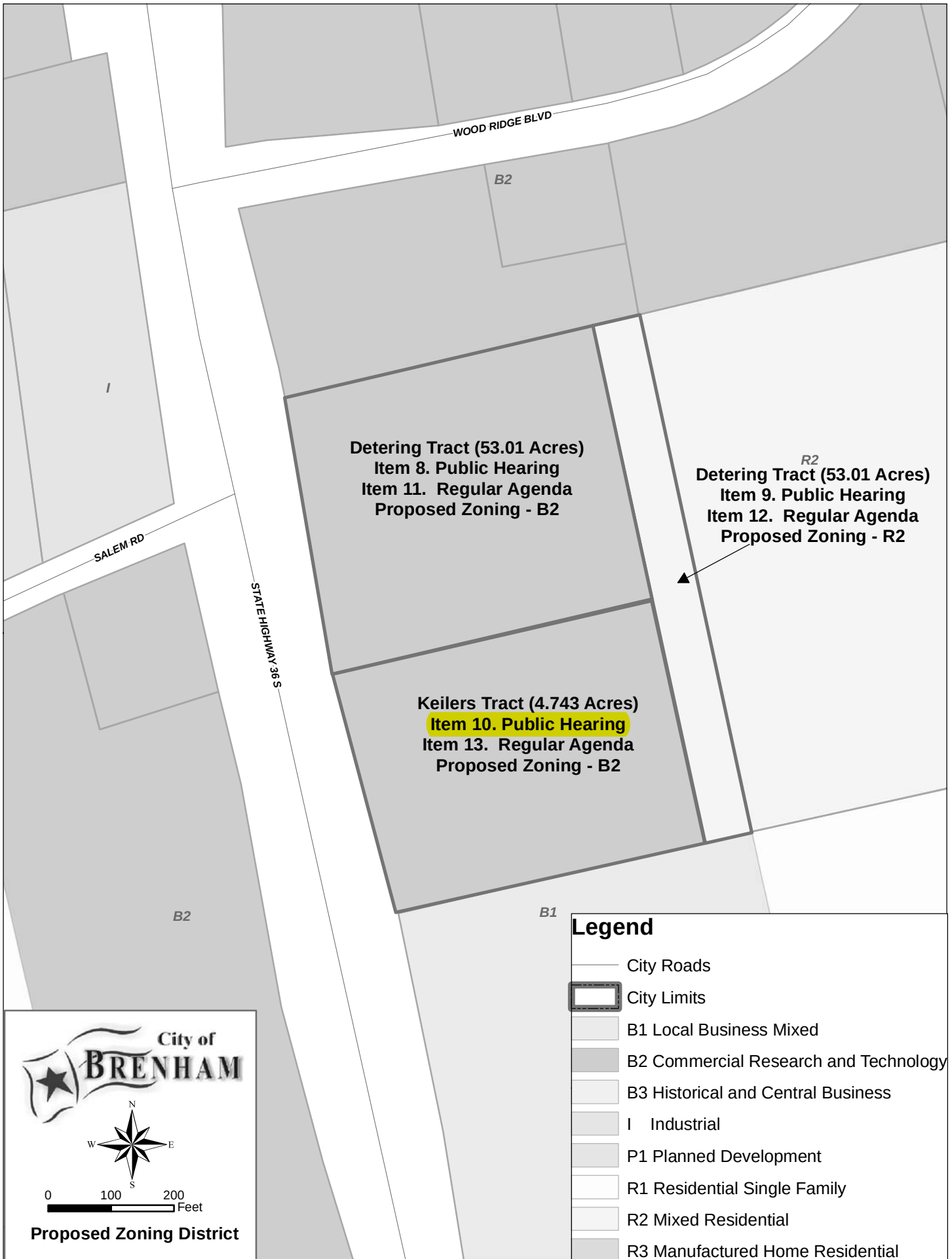
I, Kevin Mutscher, being the owner (or authorized agent) of the above described property, do hereby certify the information set forth above is true and correct. I further request that the Planning & Zoning Commission/Board of Adjustments/Plan Review Committee review this matter and take appropriate action.

Owner



Agent





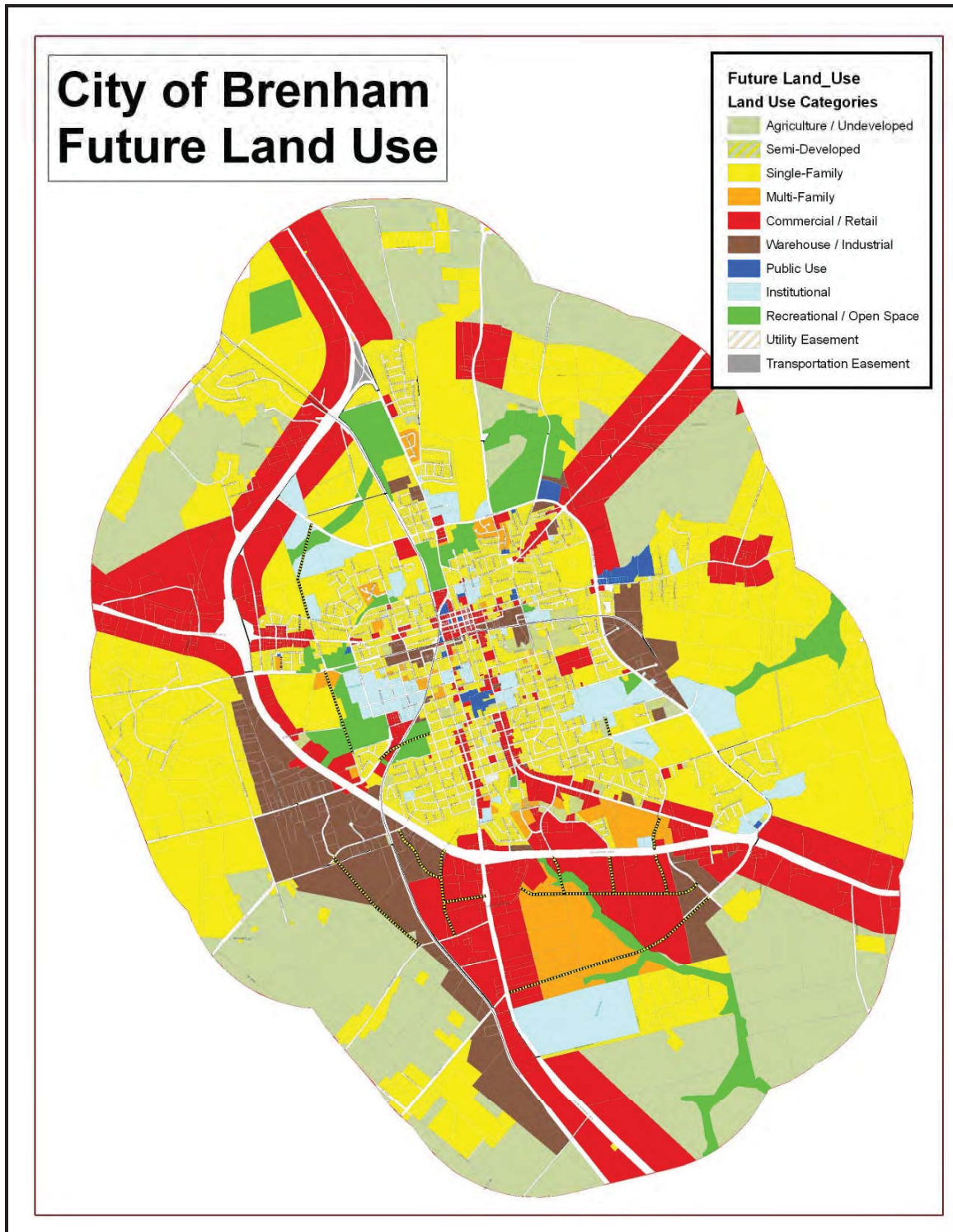


Illustration 6-5: The Future Land Use map for the City of Brenham illustrates desired growth patterns over the next 15 to twenty years.



AGENDA ITEM 11

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 5, 2017
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Portion of a 53.01 Acre Tract of Land Described as R19805 (WCAD), Being A Part of Tract 25 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Commercial, Research and Technology Use (B-2) District

SUMMARY STATEMENT: This is a request from Carl A. Detering, Jr. and William C. Detering to rezone a portion of the tract of land described above from a B-1 Local Business/Residential Mixed Use District to a B-2 Commercial, Research and Technology District. This rezone request is related to the other zone change requests on the agenda. Mr. Keilers who owns the tract of land immediately to the south of the tract needs his tract to be adjacent to another B-2 zoned tract to legally make his request. Mr. Detering has B-2 zoned property adjacent to this property. With this request Mr. Keilers will be able to proceed with his request.

Comprehensive Plan
 The Envision 20/20 Comprehensive Plan shows this area a Retail/Commercial. This is in line with this rezone request.

Thoroughfare Plan
 This property is along State Highway 36 S.

Public Concerns
 There were no concerns received from the public.

Planning and Zoning Commission Recommendation
 The Planning and Zoning Commission recommended unanimous approval of this request.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):
A. PROS: Opens up additional retail options for property owner. Improve economic options for property.
B. CONS: B-2 zoned uses are considered to have a greater impact based on use in an area. Some can be perceived as negative from time to time.
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Ordinance
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Portion of a 53.01 Acre Tract of Land Described as R19805 (WCAD), Being A Part of Tract 25 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Commercial, Research and Technology Use (B-2) District
APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, CHANGING THE OFFICIAL ZONING MAP FROM A LOCAL/BUSINESS/RESIDENTIAL MIXED USE (B-1) DISTRICT TO A COMMERCIAL, RESEARCH AND TECHNOLOGY USE (B-2) DISTRICT ON A TRACT OF LAND DESCRIBED AS R19805 (WCAD), ON A PORTION OF 53.01 ACRES, BEING PART OF TRACT 25 OF JOHN CARRINGTON A0120 IN BRENHAM, WASHINGTON COUNTY, TEXAS.

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

WHEREAS, Appendix A – “Zoning” of the City of Brenham Code of Ordinance authorizes the City Council to grant zoning amendments within the various zoning districts; and

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission during its regular meeting on September 25, 2017; and

WHEREAS, this amendment is in compliance with the City of Brenham’s “Envision 2020” Comprehensive Plan; and

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended by changing the zoning from a Local Business/Residential Mixed Use District (B-1) to a Commercial, Research and Technology Use District (B-2) District on a tract of land described as R19805 (WCAD), on a portion of 53.01 acres, being part of tract 25 of John Carrington A0120 in in Brenham, Washington County, Texas., said area of land being more particularly described on Exhibit “A” attached hereto and incorporated herein for all purposes.

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

PASSED and APPROVED on its first reading this the ____ day of October, 2017.

PASSED and APPROVED on its second reading this the _____ day of October, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellin_ger, TRMC, CMC
City Secretary

EXHIBIT "A"





AGENDA ITEM 12

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 5, 2017															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☒ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☒ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Portion of a 53.01 Acre Tract of Land Described as R19805 (WCAD), Being A Part of Tract 25 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Mixed Residential Use (R-2) District																
SUMMARY STATEMENT: This is a request from Carl A. Detering, Jr. and William C. Detering to rezone a portion of the tract of land described above from a B-1 Local Business/Residential Mixed Use District to a R-2 Mixed Residential District. This rezone request is related to the other zone change requests on the agenda. The purpose of changing the zoning for this tract is to square off the boundaries of the district.																
<u>Comprehensive Plan</u> The Envision 20/20 Comprehensive Plan shows this area a Retail/Commercial. This is not in line with the Comprehensive Plan at this time. If the City Council recommends approval at first reading staff will bring back a Comprehensive Plan amendment at the October 19th City Council meeting for amendment. This would put the two documents in line with one another. <u>Thoroughfare Plan</u> This property is along State Highway 36 S. <u>Public Concerns</u> There were no concerns received from the public. <u>Planning and Zoning Commission Recommendation</u> The Planning and Zoning Commission recommended unanimous approval of this request.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Creates a straight boundary line for the requested district. B. CONS:																

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Ordinance
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Portion of a 53.01 Acre Tract of Land Described as R19805 (WCAD), Being A Part of Tract 25 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Mixed Residential Use (R-2) District
APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, CHANGING THE OFFICIAL ZONING MAP FROM A LOCAL/BUSINESS/RESIDENTIAL MIXED USE (B-1) DISTRICT TO A MIXED RESIDENTIAL (R-2) DISTRICT ON A TRACT OF LAND DESCRIBED AS R19805 (WCAD), ON A PORTION OF 53.01 ACRES, BEING PART OF TRACT 25 OF JOHN CARRINGTON A0120 IN BRENHAM, WASHINGTON COUNTY, TEXAS.

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

WHEREAS, Appendix A – “Zoning” of the City of Brenham Code of Ordinance authorizes the City Council to grant zoning amendments within the various zoning districts; and

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission during its regular meeting on September 25, 2017; and

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended by changing the zoning from a Local Business/Residential Mixed Use (B-1) District to a Mixed Residential (R-2) District on a tract of land described as R19805 (WCAD), on a portion of 53.01 acres, being part of tract 25 of John Carrington A0120 in in Brenham, Washington County, Texas., said area of land being more particularly described on Exhibit “A” attached hereto and incorporated herein for all purposes.

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

PASSED and APPROVED on its first reading this the ____ day of October, 2017.

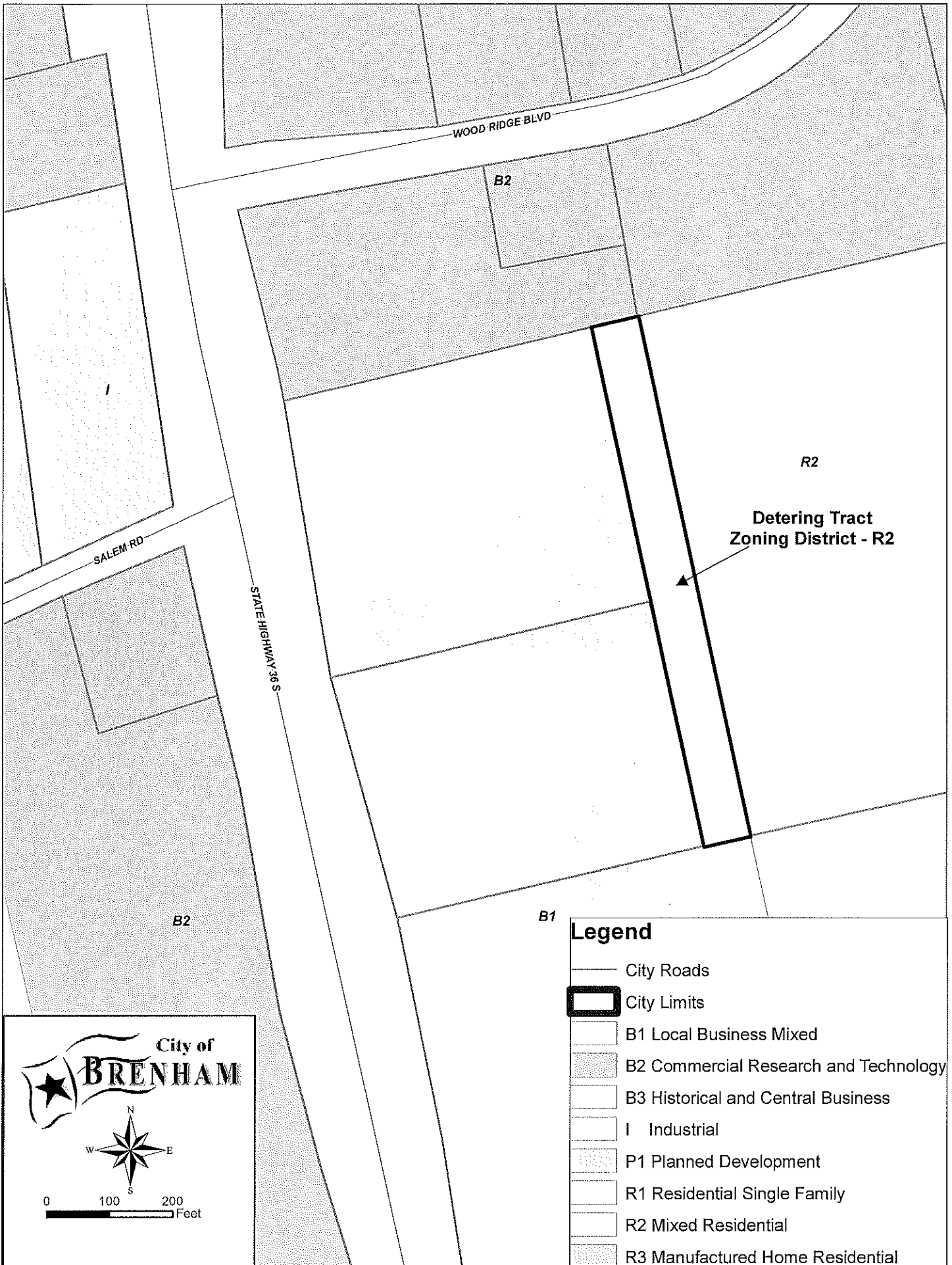
PASSED and APPROVED on its second reading this the ____ day of October, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"





AGENDA ITEM 13

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 5, 2017
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Tract of Land Described as R19919 (WCAD), 4.743 Acres, Located at 3201 State Highway 36 S, Being A Part of Tract 121 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Commercial, Research and Technology Use (B-2) District

SUMMARY STATEMENT: This is a request from Keilers Properties, Inc. to rezone the tract of land described above from a B-1 Local Business/Residential Mixed Use District to a B-2 Commercial, Research and Technology District for the purpose of operating a tire shop. This rezone request is related to the other zone change requests on the agenda. Mr. Keilers who owns the tract of land immediately to the south of the tract needs his tract to be adjacent to another B-2 zoned tract to legally make his request. Mr. Detering has B-2 zoned property adjacent to this property. With a change to Mr. Detering's property Mr. Keilers will be able to proceed with his request.

Comprehensive Plan
 The Envision 20/20 Comprehensive Plan shows this area a Retail/Commercial. This is in line with this rezone request.

Thoroughfare Plan
 This property is along State Highway 36 S.

Public Concerns
 One neighbor questioned if a tire shop was appropriate for this location. Part of this concern was because of outside storage of tires. This is allowed in this district with screening.

A family member who sold the land to Mr. Keilers questioned the initial zoning of this tract of land to B-1. He felt this was never the appropriate zoning classification for this property and if it wasn't for Mr. Keilers buying the property he felt that it would have been likely he would have asked for the zoning to be changed one day himself.

<u>Planning and Zoning Commission Recommendation</u> The Planning and Zoning Commission recommended unanimous approval of this request.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Opens up additional retail options for property owner. Improve economic options for property. B. CONS: B-2 zoned uses are considered to have a greater impact based on use in an area. Some can be perceived as negative from time to time.
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Ordinance
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District on a Tract of Land Described as R19919 (WCAD), 4.743 Acres, Located at 3201 State Highway 36 S, Being A Part of Tract 121 of the John Carrington Survey, A0120, in Brenham, Washington County, Texas from a Local/Business/Residential Mixed Use (B-1) District to a Commercial, Research and Technology Use (B-2) District
APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, CHANGING THE OFFICIAL ZONING MAP FROM A LOCAL/BUSINESS/RESIDENTIAL MIXED USE (B-1) DISTRICT TO A COMMERCIAL, RESEARCH AND TECHNOLOGY USE (B-2) DISTRICT ON 4.743 ACRES OF LAND LOCATED AT 3201 STATE HIGHWAY 36 SOUTH, BEING PART OF TRACT 121 OF JOHN CARRINGTON A0120, IN BRENHAM, WASHINGTON COUNTY, TEXAS.

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

WHEREAS, Appendix A – “Zoning” of the City of Brenham Code of Ordinance authorizes the City Council to grant zoning amendments within the various zoning districts; and

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission during its regular meeting on September 25, 2017; and

WHEREAS, this amendment is in compliance with the City of Brenham’s “Envision 2020” Comprehensive Plan; and

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended by changing the zoning from a Local Business/Residential Mixed Use District (B-1) to a Commercial, Research and Technology Use District (B-2) District on 4.743 acres of land located at 3201 State Highway 36 South, being part of tract 121 of John Carrington A0120, in Brenham, Washington County, Texas., said 4.743 acres of land being more particularly described on Exhibit “A” attached hereto and incorporated herein for all purposes.

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

PASSED and APPROVED on its first reading this the _____ day of October, 2017.

PASSED and APPROVED on its second reading this the _____ day of October, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"





AGENDA ITEM 14

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 6, 2017															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☒ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☒ 1ST READING	☐ SPECIAL	☐ CONSENT	☐ 2ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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☐ SPECIAL	☐ CONSENT	☐ 2ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing a Variance to Side Lot Line Setback Requirements, as Outlined in Section 23-22(1) of the City of Brenham’s Code of Ordinances, on Tracts of Land Totaling 23.822 Acres of Land and Being Further Described as: a. Section 1, Block 1, Lot 1, Out of the Isaac Lee Survey, A-77, Located at the SE Corner of Cantey Street and Gun and Rod Road, in Brenham, Washington County, Texas; b. Section 1, Block 1, Lot 20, Out of the Isaac Lee Survey, A-77, Located at the SE Corner of Cantey Street and Gun and Rod Road, in Brenham, Washington County, Texas; and c. Section 1, Block 2, Lot 1 Out of the Isaac Lee Survey, A-77, Located at the SE Corner of Cantey Street and Gun and Rod Road, in Brenham, Washington County, Texas																
SUMMARY STATEMENT: Thielemann Development Company, LP, is requesting a building line variance for the following lots: Section 1, Block 1, Lot 1, and; Section 1, Block 1, Lot 20, and; Section 1, Block 2, Lot 1. These lots are for an upcoming single family residential project off Cantey Street and Gun and Rod Road. <i>Lots on arterial and collector streets.</i> 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. According to the Thoroughfare Plan Cantey Street and Gun and Rod Road are classified as minor collectors. The subdivision is being platted for single family residential units. Typical single family residential lots that have a side yard on a local street are only required to have a 15-foot side yard which is what the applicant is requesting be the side yard for these lots. The Planning and Zoning approved the variance request(s) unanimously.																

Based off the approval or denial of this request the applicant will proceed with filing their plat application to be considered by the Planning and Zoning Commission.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Allows for a larger buildable lot area. Conforms to zoning ordinance. B. CONS: Does not conform to subdivision ordinance.
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Ordinance; (2) General Application from Thielemann Development Company; (3) Heritage Oaks Preliminary Plat; and (4) Envision 20/20 Comprehensive Plan's Future Land Use Map
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve an Ordinance on Its First Reading Authorizing a Variance to Side Lot Line Setback Requirements, as Outlined in Section 23-22(1) of the City of Brenham's Code of Ordinances, on Tracts of Land Totaling 23.822 Acres of Land and Being Further Described as: a. Section 1, Block 1, Lot 1, Out of the Isaac Lee Survey, A-77, Located at the SE Corner of Cantey Street and Gun and Rod Road, in Brenham, Washington County, Texas; b. Section 1, Block 1, Lot 20, Out of the Isaac Lee Survey, A-77, Located at the SE Corner of Cantey Street and Gun and Rod Road, in Brenham, Washington County, Texas; and c. Section 1, Block 2, Lot 1 Out of the Isaac Lee Survey, A-77, Located at the SE Corner of Cantey Street and Gun and Rod Road, in Brenham, Washington County, Texas
APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

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, REGULATING SUBDIVISIONS; PROVIDING FOR A CONFLICTS CLAUSE AND 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 and extraterritorial jurisdiction of the City of Brenham; and

WHEREAS, Chapter 23, Section 23-22(1) states that building setback lines on residential lots abutting 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.

WHEREAS, as the legislative body of the City of Brenham, the City Council of the City of Brenham, Texas has the authority to grant variances to the terms of the City of Brenham Code of Ordinances, Chapter 23, Subdivisions; and

WHEREAS, a variance to Chapter 23, Section 23-22(1) has been requested for the property described as: Section 1, Block 1, Lot 1; Section 1, Block 1, Lot 20; and Section 1, Block 2, Lot 1; and said tracts total 23.822 acres of land, out of the Isaac Lee Survey, A-77, located at the SE corner of Cantey Street and Gun and Rod; and

WHEREAS, this variance to Chapter 23, Section 23-22(1) was recommended for approval by the City of Brenham Planning and Zoning Commission during its regular meeting on September 25, 2017; and

WHEREAS, Cantey Street and Gun and Rod Road are classified as a Minor Collector streets according to the City Thoroughfare Plan; and

WHEREAS, the City Council finds that the property is in compliance with the City of Brenham Comprehensive Plan, and that granting of the variance will not create adverse impacts in the vicinity; and

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

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

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

1. **Findings of Fact:** All of the above premises are hereby found to be true and correct findings of the City Council of the City of Brenham and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.
2. **Variance Granted:** The City Council hereby 1) grants the request for a variance to the provisions of the City of Brenham Code of Ordinances, Chapter 23, Section 22(1) which requires a building line setback of no less than twenty-five (25) feet on residential lots abutting arterial and collector streets; and 2) approves a building line setback of no less than fifteen (15) feet on the following lots: Section 1, Block 1, Lot 1; Section 1, Block 1, Lot 20; and Section 1, Block 2, Lot 1; and said tracts total 23.822 acres of land, out of the Isaac Lee Survey, A-77, located at the SE corner of Cantey Street and Gun and Rod.
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 ____ day of October, 2017.

PASSED and APPROVED on its second reading this the ____ day of October, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



For office use only

APPLICATION NO. _____

MEETING DATE: _____

DATE SUBMITTED: 8-18-17

CITY OF BRENHAM
GENERAL APPLICATION



Type of Application

- | | |
|---|--|
| ☐ Variance from Appendix A: Zoning | ☐ Zone Change |
| ☐ Specific Use Permit | ☐ Plan Review |
| ☒ Preliminary Plat | ☒ Final Plat/Replat/Amending Plat |
| ☐ Variance from Chapter 21: Signs | ☒ Other: <u>Variance from Chap. 23: Subdivisions</u> |

Property Owners Information

Name Thielemann Development Company LP
Principal Officers (If Corporation) President Arlen Thielemann
Secretary _____
Address 2310 S. Market Street, Brenham, Texas 77833
Telephone Number 979-836-9386 E-mail Address arlen@thielemannhomes.com

Applicant Information

Name Jones|Carter (Darren Huckert)
Address 150 Venture Drive, Suite 100, College Station, Texas 77845
Telephone Number 979-731-8000 E-mail Address dhuckert@jonescarter.com

Agent or Engineer Information

Name Jones|Carter (Darren Huckert)
Address 150 Venture Drive, Suite 100, College Station, Texas 77845
Telephone Number 979-731-8000 E-mail Address dhuckert@jonescarter.com

Location of Property

Street Address: SE Corner of Cantey & Gun & Rod Road Intersection

Legal Description (attach metes and bounds description if not subdivided):

Subdivision: _____ Block(s): _____ Lot(s): _____

Zoning Information

Existing Zoning : R1 - Single Family Residential

Proposed Zoning: R1 - Single Family Residential

Reasons for requesting zone change:* N/A

Variance Information

Section of Code from which variance is described:* Chapter 23, Section 23-22 (1)

Describe variance requested:* Side Lot Line Setback Requirements

Reasons for requesting variance:* To reduce the Lot's side yard setback for corner lots abutting Cantey Street and Gun & Rod Road (Lot 1, Blk I; Lot 1, Blk II: Lot 20 Blk 1) in order to comply with Appendix A, Division II, Sec. 1.05 (b) for such setbacks, which are set at 15-ft instead of the 25-ft per 23-22 (1) of the Subdivision Ordinance.

Proposed Property Use

Describe in detail the proposed operation at this location:*

It is proposed to provide a residential subdivision for single family residents.

Construction Value \$ N/A

Site plans are required for variance, special use, and plan review requests; please see Ordinance No. 0-05-007 for minimum site plan requirements.

I, Darren Huckert, being the owner (or authorized agent) of the above described property, do hereby certify the information set forth above is true and correct. I further request that the Planning & Zoning Commission/Board of Adjustments/Plan Review Committee review this matter and take appropriate action.



Agent

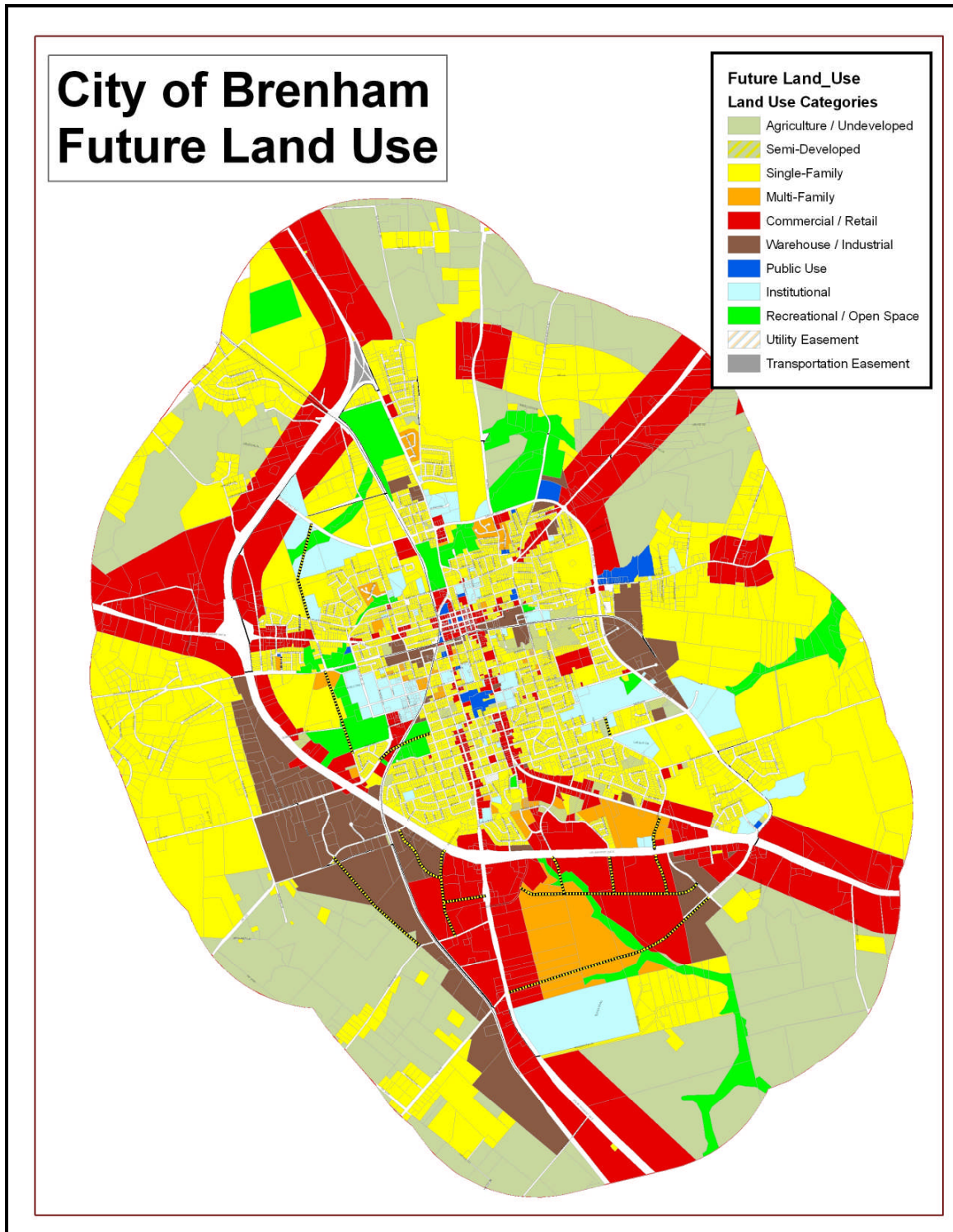


Illustration 6-5: The Future Land Use map for the City of Brenham illustrates desired growth patterns over the next 15 to twenty years.



AGENDA ITEM 15

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 5, 2017															
DEPT. OF ORIGIN: Community Services	SUBMITTED BY: Crystal Locke															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
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☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-17-017 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right of Way in Connection with the 2017 Christmas Stroll and Lighted Parade to be held December 2, 2017																
SUMMARY STATEMENT: The 2017 Christmas Stroll and Lighted Parade is hosted by the City of Brenham. Our goal is to create a family-friendly holiday environment and attract people to the downtown area. This year's stroll will be held the first weekend in December 1-2, 2017. Friday from 5:00pm until 9:00pm and Saturday from 8:00am until 10:00pm. Main Street and Alamo Street will be closed between Market Street and Austin Street from 4:00pm until 10:00pm on Saturday. There will be live entertainment, a lighted parade, kids' activities, and more. Due to an agreement with TxDOT closures over four hours need approval while closures four hours and under do not need approval.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):																
A. PROS:																
B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Resolution No. R-17-017; (2) Application for Event Permit (With Street Closures); and (3) Agreement with TxDOT																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve Resolution No. R-17-017 authorizing the execution of an agreement with TxDOT for the temporary closure of state right of way in connection with the 2017 Christmas Stroll and Lighted Parade to be held December 2, 2017																
APPROVALS: Terry K. Roberts																

RESOLUTION NO. R-17-017

THE STATE OF TEXAS

COUNTY OF WASHINGTON

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings along state highways within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid contract and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2017 Christmas Stroll and Lighted Parade.

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

The Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of state highways within the City of Brenham associated with the 2017 Christmas Stroll and Lighted Parade. This resolution is effective upon its adoption.

Adopted this the 12th day of October, 2017

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

APPLICATION FOR EVENT PERMIT

1. Name of sponsoring organization: City of Brenham
2. Name of individual making application on behalf of sponsoring organizations: Crystal Locke, Community Services Specialist
3. Purpose of the event: Annual Christmas Stroll & Lighted Parade
4. Proposed date(s) of event: December 1-2, 2017
5. Event start date and time: Dec. 1, 5:30pm-9:00pm; Dec. 2, 8am-10pm
6. Event set-up times: From Friday - 8:00am to 5:00pm
7. Breakdown/cleanup: From Saturday - 10:00pm to 11:00pm
8. Describe types of activities planned (entertainment, food booths, theme of items for sale, etc.):
LIVE entertainment, Slide, Breakfast with Santa, Train Rides, Invader Rides, Lighted
Parade, Movies at The Barnhill Center, Sip, Shop, and Stroll, TUBA Christmas,
lighting of the courthouse square and caroling, and children's programming
9. Estimated attendance (event organizers and spectators): 4,500
10. Special Requests and/or additional information related to this event: Close Douglas Street Friday from 5pm-8pm for Invader rides; Close Park Street
from Main to Alamo Friday night for Slide set-up on Saturday; close parking lot
at Douglas and Alamo Friday night for rein-steer photos on Saturday; close
Baylor Street from Main Street to Alamo Street Friday from 5pm-8pm for TUBA
Christmas.

11. Street Closure Times: Beginning at December 2 at 4:00pm
(Date and time)

Ending at: December 3 at 10:00pm
(Date and time)

12. Street Closings:**

<u>Main</u>	from	<u>Market</u>	to	<u>Austin</u>
<u>Alamo</u>	from	<u>Market</u>	to	<u>Austin</u>
<u>St. Charles</u>	from	<u>Main</u>	to	<u>Alamo</u>
<u>S. Baylor</u>	from	<u>Main</u>	to	<u>Alamo</u>
<u>N. Park</u>	from	<u>Main</u>	to	<u>Alamo</u>
<u>Douglas</u>	from	<u>Main</u>	to	<u>Alamo</u>
<u>Saturday - Market</u>		<u>Commerce</u>		<u>Vulcan</u>

****Please provide a map of closures**

APPLICANT

C. Locke
Signature

Date: 09-26-2016

Crystal Locke
Printed Name

Contact Phone Number: 979-337-7254

CITY OF BRENHAM

By: _____
City Secretary

Date: _____

2017 Christmas Stroll and Parade Route



STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Brenham, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Alamo Street and Main Street, in Washington, County; and

WHEREAS, the local government has requested the temporary closure of Alamo and Main Streets (business 290) for the purpose of the 2017 Christmas Stroll and Lighted Parade, from 4:00pm to 10:00pm on Saturday, December 2 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 12 day of October, 2017, the Brenham City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
Milton Y. Tate, Jr., Mayor City of Brenham P.O. Box 1059 Brenham, Texas 77834-1059	Texas Department of Transportation

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF BRENHAM

Executed on behalf of the local government by:

Agreement No. _____

By _____ Date _____
City Official

Typed or Printed Name and Title: Milton Y. Tate, Jr.
Mayor

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

This request is for closure of Alamo Street and Main Street from Market Street to Austin Street, see attached map, on Saturday, December 2, 2017 from 4:00pm until 10:00pm.

All streets will be barricaded with traffic control devices and will be staffed with personnel from the Brenham Police Department.

Attached is a map showing the location of street closures and the detour routes from thru traffic.

The proposed activity that requires these street closures is the 2017 Christmas Stroll and Lighted Parade.

Exhibit B

RESOLUTION NO. _____

THE STATE OF TEXAS

COUNTY OF WASHINGTON

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings along state highways within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid contract and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2017 Christmas Stroll and Lighted Parade.

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

The Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of state highways within the City of Brenham associated with the 2017 Christmas Stroll and Lighted Parade. This resolution is effective upon its adoption.

Adopted this the 12th day of October 2017

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit C

The 2017 Christmas Stroll and Lighted Parade happens the first weekend in December and is hosted by the City of Brenham. Main Street and Alamo Street will be closed between Market Street and Austin Street from 4:00pm until 10:00pm on Saturday, December 2. Main Street and Alamo Street will feature a lighted parade, live entertainment and kid's activities.



AGENDA ITEM 16

DATE OF MEETING: October 12, 2017		DATE SUBMITTED: October 6, 2017	
DEPT. OF ORIGIN: Finance		SUBMITTED BY: Carolyn D. Miller	
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-17-018 Reauthorizing an Investment Policy for the City of Brenham			
SUMMARY STATEMENT: In 1987, the Texas Legislature adopted the Public Funds Investment Act (PFIA) which established guidelines for local governments. This Act requires that a local government adopt a written investment policy and reauthorize the policy annually. After checking with Linda Patterson of Patterson & Associates, we need to make one change to our policy due to recent legislative session. See highlighted section on page 8 of Investment Policy. Section VI. Suitable and Authorized Investments <u>Authorized Investments</u> 6. AAA rated money market funds which strive to maintain a \$1 net asset value and comply with SEC Rule 2a-7. We are adding this item which would allow us to use this type of money market fund under a sweep arrangement with our bank, with the goal of earning potentially higher interest to offset regulatory fees. Our current depository bank pays the City 1% on the daily ledger balance with no fees of any sort. This section is being added for future utilization when we seek proposals for a new depository contract in July 2020. We are asking Council to reauthorize the proposed policy with changes as noted.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Resolution No. R-17-018; and (2) Investment Policy dated October 12, 2017			

FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve Resolution No. R-17-018 Reauthorizing the Investment Policy for the City of Brenham dated October 12, 2017
APPROVALS: Terry K. Roberts

RESOLUTION NO. R-17-018

A RESOLUTION REAUTHORIZING AN INVESTMENT POLICY FOR THE CITY OF BRENHAM

WHEREAS, in the 1987 session the Texas Legislature adopted the Public Funds Investment Act, “the Act”, which established guidelines for local government investments; and

WHEREAS, the Act requires that a local government adopt a written investment policy; and

WHEREAS, the Act requires the governing body of a local government to reauthorize the written investment policy annually; and

WHEREAS, the policy dated October 12, 2017 complies with the provision of the Act; and

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

Section 1: The City of Brenham Investment Policy attached hereto as “Exhibit A” is hereby reauthorized as the investment policy of the City of Brenham effective October 12, 2017.

Section 2: This Resolution shall take effect immediately upon its passage.

APPROVED on this the 12th day of October, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



INVESTMENT POLICY

I. POLICY

It is the policy of the City of Brenham that all available funds shall be invested in conformance with these legal and administrative guidelines with consideration for anticipated cash flow requirements and consideration of the safety and risk of investments. The City shall seek to optimize interest earnings to the extent possible based on these risk parameters.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to City of Brenham funds. The City of Brenham's investment portfolio shall be designed and managed in a manner designed to obtain the highest reasonable earnings from this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- **Safety** and preservation of principal
- Maintenance of sufficient **liquidity** to meet operating needs
- Diversification to avoid concentrated risk
- **Public trust** from prudent investment activities
- Optimization of **interest earnings** on the portfolio

The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City of Brenham's funds. This Policy serves to satisfy the statutory requirements of the Public Funds Investment Act, the "Act", (Texas Government Code, Chapter 2256) in defining and adopting a formal investment policy and strategy. The policy and strategy shall be reviewed by the Audit / Investment Committee and adopted by resolution of the City Council no less than annually. Any modifications to the Policy will be noted in the written resolution.

INVESTMENT POLICY

II. SCOPE

This Investment Policy shall govern the investment of all financial assets of the City of Brenham. These funds are accounted for in the City of Brenham's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Brenham Community Development Corporation Funds
- Internal Service Funds
- Self-Insurance Funds
- Any new fund created by the City of Brenham, unless specifically exempted from this Policy by the City Council or by law.

The City of Brenham may consolidate cash balances from all funds for investment purposes and efficiencies. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. The consolidated portfolio will address the varying needs, goals, and objectives of each fund.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this Policy does not apply to the assets administered for the benefit of the City of Brenham by outside agencies or under deferred compensation programs.

III. INVESTMENT OBJECTIVES

The City of Brenham shall manage and invest its cash with five primary objectives, listed in order of priority: **safety, liquidity, diversification, public trust, and yield**. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City of Brenham shall maintain a comprehensive cash management program, which includes timely collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of funds. Cash management is defined as the process of managing monies in order to ensure cash availability and reasonable market earnings on the City's assets.

INVESTMENT POLICY

SAFETY

Safety of principal is the foremost objective of the investment program. Investments of the City of Brenham shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Competitive bidding and perfected ownership of investments will be in place at all times. The objective will be to mitigate credit and interest rate risk. Each investment transaction shall be conducted in a manner to control the risk of capital loss by investing in high credit quality securities.

- Credit Risk – The Entity will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:
 - o Limiting investments to the highest credit quality investments
 - o Pre-qualifying the financial institutions and broker/dealers with which the City of Brenham transacts business
 - o Perfecting City ownership by delivery versus payment settlement, and
 - o Diversifying the investment portfolio so that potential credit or market risk is minimized.
- Market Risk – the City will minimize the risk from interest rate volatility by:
 - o Structuring the investment portfolio to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
 - o Investing operating funds in laddered securities and maintaining a liquidity portion to cover unanticipated expenses.

LIQUIDITY

The City of Brenham investment portfolio shall be structured in a ladder of maturities to match expected liabilities along with a liquidity portion to meet unanticipated liabilities. Securities will have active secondary markets.

PUBLIC TRUST

All participants in the City of Brenham's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City of Brenham's ability to govern effectively.

DIVERSIFICATION

The portfolio will be diversified by market sector and maturity based on the cash flow and risk tolerances of the City.

YIELD

The City of Brenham investment portfolio shall be designed with the objective of attaining a reasonable market yield throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio. Yield is secondary to the safety and liquidity objectives described above.

INVESTMENT POLICY

Based upon the cash flow of the City the maximum dollar-weighted average maturity of the consolidated portfolio shall be six months. The benchmark used to determine whether reasonable yields are being achieved shall be the six month U.S. Treasury Bill.

IV. INVESTMENT STRATEGY

The City of Brenham maintains a consolidated portfolio which is designed to address the unique characteristics of the fund groups represented in the portfolio.

Operating Funds: The primary objective for operating funds is to assure anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high credit quality, short to medium term securities in a ladder structure. The maximum dollar weighted average maturity of six months reflects the expenditure cash flow of operating funds and will be calculated using the stated final maturity dates of each security.

Capital Project Funds: Funds for capital projects or special purposes should be invested based on anticipated cash flows and allow for flexibility and unanticipated project outlays. At no time will the stated final maturity dates of investments exceed the estimated project completion date on capital project funds.

Debt Service Funds: Debt service funds shall be invested with the primary objective of funding debt service obligations on the required payment date. Priority will be given to funding the next debt service due before any extensions are made in the funds.

Debt Service Reserve Funds: Debt Service Reserves should be invested to generate a dependable revenue stream from securities with a low degree of volatility. Securities should be short to medium term maturities and of high credit quality.

The City primarily utilizes a passive “buy and hold” portfolio strategy. Maturity dates are primarily matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal.
- Cash flow needs require that the investment be liquidated.
- Market conditions present an opportunity to benefit from the trade.

INVESTMENT POLICY

V. RESPONSIBILITY AND CONTROL

CITY COUNCIL RESPONSIBILITIES

The City Council, in accordance with the Act, shall:

- Designate Investment Officers by resolution
- Receive and review quarterly investment reports
- Annually review and approve the City's broker/financial institution certification list – *As noted in Section VIII, the governing body has designated this responsibility to the Audit & Investment Committee*
- Review and adopt the investment policy and strategy at least annually
- Provide for investment training for investment officers

INVESTMENT OFFICERS

The Chief Financial Officer and the City Manager are hereby designated as "Investment Officers" pursuant to the Act. Investment Officers are delegated authority to invest the funds on behalf of the City and such authorization shall remain in effect until rescinded by the City Council or until the Officer resigns or is terminated. The Investment Officers are authorized to execute investment transactions on behalf of the City. No person may engage in an investment transaction or the management of City of Brenham funds except as provided under the terms of this Investment Policy as approved by the City Council.

Investment Officers shall:

- Obtain training as defined by the Act and this Policy
- Prepare, sign, and submit quarterly investment reports to Council
- Maintain compliance files on all counter-parties (brokers) and provide the list for Council approval at least annually
- Provide for competitive bidding
- Disclose personal business relationships in accordance with policy
- Maintain full and complete records of the City's portfolio and transactions.

QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT

The Investment Officers shall obtain training in investments. The seminars should be offered by professional organizations, associations, and other independent sources approved by Council. The training is to insure the quality and capability of investment management in compliance with the Act.

In accordance with the Act, the designated Investment Officers shall attend 10 hours of investment training session within 12 months of their designation and every successive two fiscal years shall attend eight hours of training. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the officer took office or assumed the officer's duties. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institution of higher education or any other sponsor other than a business organization with whom the City of Brenham may engage in an investment transaction.

INVESTMENT POLICY

INTERNAL CONTROLS

The Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

The Chief Financial Officer shall establish a process for a compliance audit on policies and procedures. The internal controls shall address the following points at a minimum.

- Control of collusion.
- Separation of transactions authority from accounting and record keeping.
- Custodial safekeeping.
- Clear delegation of authority to subordinate staff members.
- Written confirmation for all transactions for investments and wire transfers.
- Review of wire transfer agreements with the depository bank or third party custodian.
- Review of compliance with the Act and this Policy.

The Chief Financial Officer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall notify the City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within three days after notification of the loss of the required rating.

PRUDENCE

The standard of prudence to be applied to all transactions shall be the "prudent person rule". This rule states that "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the City's control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written approved Investment Policy of the City.

INVESTMENT POLICY

INDEMNIFICATION

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally liable for a specific investment's credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively. Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions.

Council members, employees and Investment Officers shall disclose to the Texas Ethics Commission and the City Manager, and the City Manager discloses to the City Council if:

- a) The officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City; or
- b) The officer is related within the second degree by affinity of consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the City; or
- c) The officer has any material interests in financial institutions with which they conduct business; or
- d) The officer has any personal financial/investment positions that could be related to the performance of the investment portfolio.

Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City of Brenham.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

City funds may be invested only in the instruments described below, all of which are authorized and further defined by the Act. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

I. AUTHORIZED INVESTMENTS

- 1. Obligations of the United States of America, its agencies and instrumentalities with stated maturities not to exceed three (3) excluding mortgage backed securities.
- 2. Obligations of the this State or any State or agency thereof including political subdivisions having been rated as investment quality by two nationally recognized investment rating firm, and having

INVESTMENT POLICY

received a rating of not less than “AA” or its equivalent with maturities not to exceed three (3) years.

3. Fully insured or collateralized Certificates of Deposit issued by a bank doing business in Texas insured by the Federal Deposit Insurance Corporation or its successor or secured by obligations in a manner provided for by this Policy and state law with maturities not to exceed 12 months.
4. Constant dollar, local government investment pools, which 1) are created under and conform to the requirements of the Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, 3) seek to maintain a \$1.00 net asset value, and 4) are authorized by resolution or ordinance by the City Council.
5. Fully insured or collateralized interest bearing or money market account in any bank in Texas.
6. AAA rated money market funds which strive to maintain a \$1 net asset value and comply with SEC Rule 2a-7.

II. UN-AUTHORIZED INVESTMENTS

The Act and this Policy prohibits investment in the following investment instruments:

- Obligations whose payment represents the coupon payments of the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal (Interest Only mortgage backed securities);
- Obligations whose payment represents the principal stream of cash flow from underlying mortgage-backed security collateral and bear no interest (Principal only mortgage backed securities);
- Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years;
- Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; and

The practice of “leveraging” whereby funds are borrowed for the sole purpose of investing is prohibited.

VII. INVESTMENT PARAMETERS

MAXIMUM MATURITIES

The longer the maturity of investments, the greater their price volatility; therefore, it is the City’s policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risk caused by changes in interest rates.

The City shall attempt to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than three (3) years from the date of purchase; however, the above described obligations, certificates, or agreements may be collateralized using longer dated investments.

INVESTMENT POLICY

The consolidated portfolio will have a maximum dollar-weighted average maturity of six months. This dollar-weighted average will be calculated using the stated final maturity dates of each security.

DIVERSIFICATION

The City of Brenham recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid over concentration in investments from a specific issuer or business,
- Limiting investment in investments that have higher credit risks
- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), or money market funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

VIII. SELECTION OF BANKS AND DEALERS

DEPOSITORY

As required by the City of Brenham Charter, every five (5) years a banking services depository shall be selected through a competitive process, which shall include a formal request for proposal (RFP) and be consistent with state law. The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law.
- The ability to provide required services.
- The ability to meet all requirements in the banking RFP.
- The lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

All banks will execute a written depository agreement in accordance with FIRREA¹ designating authorized collateral.

AUTHORIZED BROKERS/DEALERS

The City Audit/Investment Committee shall, at least annually, review, revise, and adopt a list of qualified broker/dealers and financial institutions (banks and pools) authorized to engage in securities transactions with the City. Those firms that request to become qualified bidders for securities transactions will be required to provide information for the City's questionnaire that provides information regarding creditworthiness, contact information, and experience; and 2) the City's certification stating the firm has

¹The Financial Institutions Resource and Recover Enforcement Act governs the actions of the FDIC in cases of bank default.

INVESTMENT POLICY

received, read and understood the City of Brenham's Investment Policy and have in place controls to prohibit selling the City any security not authorized by that Policy.

The City shall have a minimum of three broker/dealers to assure competitive bidding. Authorized firms may include primary dealers or regional dealers and qualified depositories. All investment providers, including financial institutions, banks, and local government investment pools, must sign the City's certification.

COMPETITIVE BIDS

All transactions will be made on a competitive basis. The Chief Financial Officer shall develop and maintain procedures for ensuring a competition in the investment of the City funds.

DELIVERY VS. PAYMENT

Securities shall be purchased only using the **delivery vs. payment** method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received by the custodian.

IX. SAFEKEEPING OF SECURITIES AND COLLATERAL

SAFEKEEPING AND CUSTODIAN AGREEMENTS

The City of Brenham shall contract with a depository for the safekeeping of securities owned by the City of Brenham as part of its investment portfolio or approve the custodial agreement for collateral to secure demand or time deposits. Securities owned by the City of Brenham shall be held in the City's name as evidenced by safekeeping receipts of the institution holding the securities.

Collateral for deposits will be held by an independent third party custodian outside of the pledging bank and evidenced by original safekeeping receipts of the pledging institution with which the collateral is deposited. Original safekeeping receipts and monthly collateral reports shall be delivered to the City.

COLLATERAL POLICY

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require collateralization of City funds in time and demand deposit with any depository bank. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. At its discretion, the City of Brenham may require a higher level of collateralization for certain investment securities.

Securities pledged as collateral shall be held by an independent third party outside the holding company of the pledging bank with whom the City has a current custodial agreement. The Chief Financial Officer is responsible for entering into or approving collateralization agreements with custodians. The agreements

INVESTMENT POLICY

are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to and retained by the City. Collateral shall be priced weekly at a minimum and to assure that the market value of the pledged securities is adequate.

Any substitution of collateral shall require prior City approval. The substituted security's market value will be equal to or greater than the required security value. Written notification of the substitution must be provided to the bank or safekeeping agent prior to any security release.

COLLATERAL DEFINED

The Entity shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities including mortgage backed securities
- Direct obligations of the state of Texas or its agencies and instrumentalities rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent

SUBJECT TO AUDIT

All collateral shall be subject to inspection and audit by the Chief Financial Officer or the City of Brenham's independent auditors.

X. PERFORMANCE

PERFORMANCE STANDARDS

The City of Brenham's investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio shall be designed with the objective of obtaining a reasonable yield throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the City.

PERFORMANCE BENCHMARK

It is the policy of the City of Brenham to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the City shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market value will be calculated on a monthly basis on all securities owned and compared to current book value. The City of Brenham's portfolio shall be designed with the objective of regularly meeting or exceeding the period average yield on the six month

INVESTMENT POLICY

U.S. Treasury Bill which is comparable to the City's maximum weighted average maturity in days based on its cash flow analysis.

INVESTMENT POLICY

XI. REPORTING

METHODS

The Investment Officer shall prepare an internal investment report on a monthly basis and on a quarterly basis for Council that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities including the yield for the quarter.

The quarterly investment report shall be in compliance with the Act and include a summary statement of investment activity prepared in compliance with generally accepted accounting principles. This summary will be prepared in a manner that will allow the City Audit/Investment Committee to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the City Council for review. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- Unrealized gains or losses as calculated on the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Average weighted yield of portfolio as compared to the City's benchmark.
- Listing of investments by maturity date.
- Fully accrued interest and earnings for the reporting period
- The percentage of the total portfolio that each type of investment represents.
- Any additional reporting information as required by the Act.
- Statement of compliance of the City of Brenham's Investment Policy and the Act.

Month-end market prices on each security are to be obtained from nationally recognized security databases (e.g., The Wall Street Journal, Bloomberg, etc.).

An independent auditor will perform an annual formal review of the quarterly reports with the results reported to the governing body.

MONITORING MARKET VALUE

Market value of all securities in the portfolio will be determined on a monthly basis. These values will be obtained from a reputable and independent source reported in the quarterly report.

INVESTMENT POLICY

XII. INVESTMENT POLICY ADOPTION

The City of Brenham's Investment Policy shall be adopted no less than annually by resolution of the City Council. The City of Brenham's Investment Policy shall be subject to revisions consistent with changing laws, regulations, and needs of the City but any such changes must be adopted by the Council before use. The resolution adopting the policy and strategies must include any changes or modifications to the Policy.

AUTHORITY/DATE ISSUED:

City Council Resolution # R-07-026	November 15, 2007
City Council Resolution # R-08-037	October 16, 2008
City Council Resolution # R-09-024	October 15, 2009
City Council Resolution # R-10-025	November 4, 2010
City Council Resolution # R-11-020	November 3, 2011
City Council Resolution # R-12-021	November 29, 2012
City Council Resolution # R-13-017	November 7, 2013
City Council Resolution # R-14-022	October 9, 2014
City Council Resolution # R-15-024	October 1, 2015
City Council Resolution # R-16-014	April 7, 2016
City Council Resolution # R-16-027	October 13, 2016
City Council Resolution # R-17-018	October 12, 2017



AGENDA ITEM 17

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 4, 2017															
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Bid No. 17-011 for Janitorial Services for Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: On September 25, 2017 the Purchasing Dept. opened bids for janitorial services for various city facilities. There were 2 completed bids received. This bid was for the cleaning of 9 city facilities which include City Hall, Library, Police Station, Fire Station, Blue Bell Aquatic Center, Animal Shelter, Central Warehouse offices, All Sports Building and The Barnhill Center. Over the past two years, we have had many issues with the service that has been provided by the past two vendors. As recently as May of 2017 the previous contract was terminated with the prior vendor based on performance, missed cleaning and lack of performance and oversight. Over the last two years we have taken the low bidder once and in 2017 we decided to opt for the second lowest bidder and that performance was even worse. The most common issue has been the distance in which the crews have to come, the lack of supervision, and the number of employees that have been assigned to our facilities. As the contract was terminated in May it was decided to use an interim cleaning crew to perform the janitorial duties. At this time Kustom Clean Janitorial Services was chosen due to time constraints, being local, and a previous bidder. The service that Kustom Clean has provided has been outstanding on all aspects. The interim period is nearing the end and bids have been received. As stated above 2 bids were provided. Based off of the bid tabulation and information sheet, WCD Enterprises submitted the lowest bid at \$103,320 annually. Kustom Cleans Janitorial Services submitted a close bid at \$107,448.24 annually. In the bid certain questions were asked in order to get a best value to the City of Brenham and to alleviate any problems that we may have had in the past two contracts. It was noticed that WCD Enterprises closest servicing location and supervisor was out of the Dallas/Ft. Worth area. Also, no response was made by WCD on the travel distance by staff or supervisors. Their staffing plan was estimated at 3-5 employees and when asked about performing emergency cleaning services they answered “No”. Kustom Clean Janitorial is local, travel distance is 3 miles, supervisors are local, staffing plan involves 6-12 employees, and they can perform emergency cleaning services.																

This item has been discussed with administration and based off of the bids, the questions asked in the bid and the past experience that we have seen from Kustom Clean it is unanimous that we should award the bid to Kustom Clean Janitorial in the amount of \$107,448.24 annually. Over the last two years' staff has spent numerous hours on deficiencies with other janitorial companies which involved meetings, emails, and memos as well as numerous complaints from departments. Over the last 3 months while Kustom Clean has been performing the work all departments have been very satisfied and saw a 100% difference compared to the last two years. Kustom Clean was here to help the City of Brenham immediately after Hurricane Harvey caused issues at numerous City facilities.

We understand that this is an increase from years past and also not the low bid but when weighing all things, we believe that Kustom Clean will provide the most consistent and best value to the City facilities. If awarded, this contract will be a one-year contract with the option to renew each year totaling 3 years.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Proven track record and excellent service with quick reliable service

B. CONS: Not the lowest bid

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Bid Information Sheet; and (2) Bid Tabulation Sheet

FUNDING SOURCE (Where Applicable): Numerous Departments

RECOMMENDED ACTION: Award Bid No. 17-011 to Kustom Clean Janitorial in the amount of \$107,448.24 annually for janitorial services for various city facilities and authorize the Mayor to execute any necessary documentation

APPROVALS: Ryan Rapelye



Bid Information Sheet

September 25, 2017

Bid No. 17-011

For: Contract for Janitorial Services

Purchase not to exceed budgeted funds.

Number of completed bids returned to Purchasing: 2



BID TABULATION CONTRACT FOR JANITORIAL SERVICES IFB NO. 17-011		
Item	WCD ENTERPRISES	KUSTOM KLEAN JANITORIAL SERVICES
Location:		
A. City Hall	3,840.00	3,358.34
B. Nancy Carol Roberts Mem. Library	1,335.00	1,352.00
C. Police Department	1,955.00	2,600.00
D. Animal Shelter	170.00	303.34
E. Central Fire Station	260.00	303.34
F. Blue Bell Aquatic Center	480.00	372.67
G. All Sports Building	150.00	303.34
H. Central Warehouse	55.00	108.34
I. Simon Theater & Visitor's Center	365.00	252.65
Total per Month	8,610.00	8,954.02
Total per (12 Month) Year	103,320.00	107,448.24
Carpet Cleaning per Sq. Ft.	0.10	0.15
Grout Restore per Sq. Ft.	0.25	0.15
Buff Floor per Sq. Ft.	0.05	0.25
Strip/Polish Hard Surface per Sq. Ft.	0.18	0.50
Wash Down Sally Port (Each)	125.00	20.00
Employee Hourly Rate	16.00	16.00
Payment Discount	2% 10 Days	



AGENDA ITEM 18

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 6, 2017															
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Contract Between the City of Brenham and CR Systems, Inc. for Exterior Improvements to City Hall and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY: In the 2017-18 budget process staff asked council to fund exterior improvements to City Hall, specifically cleaning of the exterior brick and sealing of the brick along with all construction joints. This item was approved and budgeted for at \$85,000. Shortly after budget, Hurricane Harvey brought torrential rains through the area and exposed numerous deficiencies on City Hall which resulted in water intrusion from joints and the exterior brick. This has forced several offices to be remodeled related to carpet and drywall. Now that October is here we are able to move forward with the work. CR Systems Inc. has been doing this type of work on city buildings such as the Fire Dept. and Boys and Girls Club in the past several years. It has been very successful and protects the building for many years. CR Systems Inc. is part of The Interlocal Purchasing Systems (TIPS) which is a National Interlocal Purchasing Cooperative benefiting education, government and non-profit agencies. TIPS offers opportunities for greater efficiency in pricing and delivery of goods and services by contracting with “high performance” vendors. Contracts are awarded through a competitive proposal process. The City of Brenham is a member of the cooperative and CR Systems Inc. holds Contract No. 1012116. CR Systems Inc. price for set up, power wash and clean entire building, inspection of building, sealing of all cracks, applying clear coating for waterproofing to entire building and cleanup is \$84,797.00. This also comes with a 10 yr. warranty as we have received on other buildings that we have conducted the same type of work. The work is expected to take approximately 2-3 weeks and all operations will remain open during the project. There will be times when the front or court entrance may be closed off while working in those areas but all functions will be open.																

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):
A. PROS: Will clean and seal the entire structure of City Hall to prevent water intrusion from brick surface and joints as well as provide an overall cleaning of the building. B. CONS: None. Very reputable company that has provided good work on numerous other city building with a 10 yr. warranty.
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Quote from CR Systems Inc.
FUNDING SOURCE (Where Applicable): 236-5-100-702.31
RECOMMENDED ACTION: Approve a contract between the City of Brenham and CR Systems, Inc. for exterior improvements to City Hall in the amount of \$84,797.00 through TIPS and authorize the Mayor to execute any necessary documentation
APPROVALS: Ryan Rapelye

CR SYSTEMS
INC.

To: City of Brenham	Job Name: City Hall Clear Ext Waterproofing
Phone:	Attention:
Fax:	Date: 8/29/2017

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

Scope of Work:

Set up all fall protection and safety equipment as needed per job
Power wash and clean entire wall surface
Inspect walls for any cracks over 1/4" and caulk in cracks
Mask off windows and areas to prevent overspray
Spray clear coating for waterproofing to wall areas (entire building)
Clean and remove all waterproofing debris

Total Base Bid: \$ 84,797.00
Plus Applicable taxes

**** This price does not include raising of curbs****

Exclusions: Mechanical, electrical, and plumbing work

****If a Tax Resale or a Tax Exempt Certificate can be furnished to CR Systems, Inc, the tax may be deducted from the total bid amount.**

PAYABLE AS FOLLOWS:

Balance Due Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed upon written order, and will become an extra charge over and above the estimate, all agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Rayne Knight

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL-----

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____

PO Box 67 Franklin, TX 77856 Ph: (979)280-0767 Fax: (979)279-0256



AGENDA ITEM 19

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 4, 2017
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of a Haul Truck Using BuyBoard Contract No. 521-16, for the City of Brenham's Sanitation Department and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: During the 2017-18 budget process the Sanitation Dept. requested a replacement haul truck for their fleet. This replacement was part of the 10 yr. capital improvement plan. This truck will replace a 2006 haul truck that has been a part of our fleet for 11 yrs. and has made an estimated 5000+ trips to the landfill. These trucks are used daily to transport waste from the Brenham Transfer Station to the landfill in Altair, TX.

Staff has evaluated 3 different types of trucks and have all agreed that the Kenworth T880 will be suitable for the rough conditions in which the trucks will operate. We also looked at the Freightliner and International units. Our maintenance team and the sanitation staff are all comfortable with the Kenworth T880. We have also checked with other Transfer Stations throughout the state and we were very satisfied with how well these trucks have held up with like conditions compared to some of the other units. This truck is built to withstand the rough terrain of landfill conditions. In 2017 a similar truck was purchased and has worked out great.

The truck can be purchased from Performance Truck of Houston, TX under BuyBoard Contract No. 521-16. The value of the unit is \$119,875. This includes the wet kit and will be road ready when received. The budgeted amount was \$123,000. Delivery of the unit once ordered is expected to be by December 15th.

Staff will place the old unit on Govdeals and is expected to receive \$4,000-\$6,000 based on past history.

We would like to recommend that council allow staff to purchase this 2018 Kenworth Haul truck through the buy board local government purchasing cooperative for \$119,875.00.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):
A. PROS: Very good reputation and within budget.
B. CONS: None
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Buyboard Buyer's Order from Performance Truck - Houston
FUNDING SOURCE (Where Applicable): 106-5-042-813.00
RECOMMENDED ACTION: Approve the purchase of a 2018 Kenworth Haul Truck in the amount of \$119,875.00 using BuyBoard Contract No. 521-16, for the City of Brenham's Sanitation Department and authorize the Mayor to execute any necessary documentation
APPROVALS: Ryan Rapelye

PERFORMANCE TRUCK - HOUSTON

6855 North Loop 610 East, Houston, Texas 77028

Phone: (713) 844-7111

BUYER'S ORDER

Date Prepared: 09-26-2017		Delivery Date: 12-15-2017		Salesman: Preston Fredrich		Branch: Houston	
Purchaser: City of Brenham				Telephone: 979-337-7456 Fax:			
Mailing Address: PO BOX 1059 City: Brenham State: TX Zip: 77834						County: Washington	
Physical Address: 200 W. Vulcan St. City: Brenham State: TX Zip: Brenham						County: Washington	
Description: NEW 2018 KENWORTH T880							
Mileage:		Color: L0006 White		NOTE: BUYBOARD CONTRACT # 521-16 - T880 DAYCAB TACTOR - ITEM # 263			
VIN: TO ORDER Comments: See Attached Specs							
Purchaser's Agent: Bobby Branham		Title: Superintendent		License Type: Apportioned		Account # City of Brenham	
LICENSE - TITLE INFORMATION							
Months: 12	Tractor: X	Truck:	Trailer:	Body Type: N/A	Color: WHI	Tons:	GCW: 80000
Apportioned: X	IMC #	Combination:	Com'l:	Token Trailer:	Gas:	Diesel: X	
INSURANCE INFORMATION							
AGENCY:				SELLING PRICE		119,428.36	
NAME:				ACCESSORIES		-	
PHONE:				CASH PRICE W/ACCESS.		119,428.36	
LIEN INFORMATION				TRADE IN ALLOWANCE		-	
NAME:				NET CASH DIFFERENCE		119,428.36	
ADDRESS:				FEDERAL RETAIL EXCISE TAX		-	
CITY, STATE, ZIP:				NET PRICE		119,428.36	
COMMENTS:				STATE SALES TAX		-	
AMOUNT:				LICENSE MO. & FEE (APR)		-	
NAME:				TITLE FEE (INCLUDES \$5 TAG FEE)		5.00	
ADDITIONAL INFORMATION				COMMERCIAL INSPECTION FEE		40.00	
This quote is for 1 or more units for ASAP build.				DEALER'S INVENTORY TAX		251.64	
Pricing is good through 10-26-17.				DOCUMENTARY FEE*		150.00	
BUYBOARD CONTRACT # 521-16 - Line Item # 263				EXTENDED WARRANTY		-	
T880 Daycab - X15 450 HP - 10 Speed Manual Trans - 13.2 Front - 40 Rear				SUBTOTAL		119,875.00	
40K Suspension				BALANCE OWED ON TRADE		-	
Refer to Specs for Full Details				SUBTOTAL		119,875.00	
				PREPAYMENT		-	
				BALANCE DUE UPON DELIVERY		119,875.00	
DISCLAIMER OF WARRANTY							
Any warranties on the products sold hereby are those made by the manufacturer. The seller, CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.				* A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.			

Vehicle(s) are subject to prior sale and will not be held more than five working days.

PURCHASER _____

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER.

SALESPERSON _____

ACCEPTED BY _____



AGENDA ITEM 20

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: September 29, 2017	
DEPT. OF ORIGIN: Airport	SUBMITTED BY: Kim Hodde	
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 Contract Between the City of Brenham and DBT Transportation Services, LLC Related to the Support and Maintenance of the Automated Weather Observation System (AWOS) Located at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: In September 2014, we executed a three-year agreement with Vaisala for the AWOS maintenance and support services at an annual cost of \$5,966. During this contract period, Vaisala discontinued the maintenance and support of the AWOS systems and focused on primarily the sale and installation of the systems. DBT Transportation Services, LLC took over the Vaisala maintenance of these systems and worked under the existing agreements until their expirations. DBT has offered the same exceptional service as Vaisala and is offering the three-year agreement at the same annual cost of \$5,966. This expense is eligible for 50% reimbursement under the TxDOT RAMP grant. As an AWOS owner, we are obligated to operate and maintain the system according to FAA AC No. 150/5220-16D. DBT has been very quick to respond to any issues that we have had in the past; therefore, staff requests approval of this three (3) year agreement.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Aviation Support and Maintenance Services Agreement with DBT Transportation Services, LLC		
FUNDING SOURCE (Where Applicable): Budgeted funds		

RECOMMENDED ACTION: Approve a contract between the City of Brenham and DBT Transportation Services, LLC for a three-year term beginning September 1, 2017 at an annual cost of \$5,966.00 related to the Support and Maintenance of the Automated Weather Observation System (AWOS) located at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts



AVIATION SUPPORT AND MAINTENANCE SERVICES Order and Pricing Schedule

DBT Transportation Services 2655 Crescent Drive, Ste A-1 Lafayette, Colorado 80026 Email: CS@DBTtranServ.com	Customer: Brenham Municipal Airport (11R) Attn: Kim Hodde, Manager P.O. Box 1059 Brenham, TX 77834 Email: khodde@cityofbrenham.org
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This Order and Pricing Schedule is incorporated by reference into the **Agreement for Transportation Services and Maintenance** between the parties, and the **Statement of Work**, and made a part thereof.

The Effective Date of this Agreement is September 1st, 20 17.

The Term of this Agreement shall be for a period of 3 year(s) from the Effective Date.

Services (check as applicable)	Parts	Excluded
☒ Periodic/Pre-Season Maintenance	3 trips	
☒ Equipment Restoration	Unlimited	
☒ Data Service – NADIN Service		

Equipment	Manufacturer/Model	Equipment	Manufacturer/Model
☐ VOR		☐ RWIS	
☐ DME		☐ RWIS Runway	
☐ LOC		☐ NDB	
☐ GS		☐ Control Tower	
☒ AWOS	Vaisala	☐ Markers	
☐ RVR		☐ Other	

Fees		Contract Total: \$ 17,898.00
Annual Fee	\$ 5,966.00	Invoiced Annually.
Unplanned Outage Fee	\$ N/A	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ N/A	per day (ex. flight check)
Holiday Fee	\$ 500.00	per day additional
Cancellation/Delay Fee	\$ 500.00	per day

Statement of Work and Additional Terms

Attachment 1: Terms and Conditions (Modified as per the Customer's Request)

Attachment 2: Statement of Work - AWOS & NavAids Maintenance

Attachment 3: Statement of Work - Data Services

Modification to Terms and Conditions:

-- Section 2.3 = Modified

-- Section 4.1 = Modified

-- Section 4.3 = Modified

-- Section 6.4 = Deleted

-- Section 10.9 = Added

Invoice Contact (Accts. Payable):

Name: City of BrenhamAddress: P.O. Box 1059
Brenham, TX 77834-1059Phone: 979-836-5462Email: khodde@cityofbrenham.org

Airport Manager/Authority:

Name: Kim HoddeAddress: P.O. Box 1059
Brenham, TX 77834-1059Phone: 979-337-7212Email: khodde@cityofbrenham.orgInvoice Instructions: Invoices are emailed by DBT. Please provide an email address where to send invoices.khodde@cityofbrenham.org

Accepted and agreed to by the duly authorized signatories below.

DBT Transportation Services

Brenham Municipal Airport (11R)

By: Michael Trosclair

By: _____

Title: Sales Manager

Title: _____

Date: September 25th, 2017

Date: _____

Attachment 1
DBT Transportation Services LLC
Agreement for Aviation Support and Maintenance Services Terms and Conditions
Modified for the City of Brenham, Texas

1. PURPOSE/SERVICES:

1.1 Customer desires to engage DBT Transportation Services, LLC (DBT) to render certain professional and/or technical services, including as recited in the Statement of Work ("SOW") and as indicated in the Order and Pricing Schedule, related to the support, maintenance and servicing of certain Equipment, and DBT desires to render such services under the terms and conditions of this Attachment 1, the SOW and the Order and Pricing Schedule. All terms not defined herein, including "Services", "Equipment" and "Term", shall have the meaning set forth in the Order and Pricing Schedule. This Attachment 1, the Order and Pricing Schedule and the SOW make up the complete agreement (the "Agreement") between Customer and DBT, and each may be amended, upon mutual written agreement, from time to time throughout the Term.

1.2 This Attachment 1 constitutes the terms and conditions offered with respect to the provision of Services and Equipment recited in the Order and Pricing Schedule and shall become a binding contract upon the execution of the Order and Pricing Schedule either by facsimile or in PDF form, by Customer and DBT. No contrary or additional terms or conditions proposed by Customer under any other document, including but not limited to a Customer purchase order, will be accepted by DBT, and any such proposed contrary or additional terms are hereby rejected unless otherwise mutually agreed to in a written fully executed instrument. DBT's performance pursuant to this Attachment 1, the Order and Pricing Schedule and the SOW shall be deemed unqualified acceptance of the terms and conditions set forth below.

2. PAYMENT/OTHER EXPENSES/ADDITIONAL CHARGES:

2.1 Customer agrees to pay DBT the amounts recited in the Order and Pricing Schedule.

2.2 DBT shall invoice Customer on an annual, quarterly or monthly basis, as applicable, based on the Services for the Equipment specified as more particularly recited under the Order and Pricing Schedule. Payment by Customer shall be net thirty (30) days of the invoice date.

2.3 Customer may withhold payment of any amounts to be paid to DBT which are disputed in good faith by Customer. In the event there is a dispute in connection with a submitted invoice, the parties shall confer on the invoice within five (5) days of receipt, and only the payment for that portion of the invoice in question may be withheld for ten (10) days after the payment due date so as to allow the parties to cooperatively resolve any dispute.

2.4 In accordance with the Order and Pricing Schedule, if restoration, repairs or other maintenance Services are required for an unplanned Equipment failure or outage, Customer shall pay DBT the recited "Unplanned Outage Fee". The "Unplanned Outage Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses. Unplanned outages are defined as any restoration outside of normal or anticipated causes of Equipment failure, which outside causes include, but are not limited to, acts of God, weather damage, lightning strikes, vandalism or other damage caused by unauthorized airport personnel or third parties. The "Unplanned Outage Fee" is billed for each day or part thereof that Services are required.

2.5 In accordance with the Order and Pricing Schedule, the applicable "Holiday Fee" as recited in the Order and Pricing Schedule applies to the following holidays when Services are rendered: New Year's Eve, New Year's Day, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day. If an Equipment failure or outage occurs on any of the foregoing holidays, Customer shall pay DBT the "Holiday Fee" in addition to the "Unplanned Outage Fee" as well as any other fees due and payable to DBT.

2.6 In accordance with the Order and Pricing Schedule, Customer Site (as subsequently defined) visits are defined as any Site visit not required for Equipment Services. Upon Customer's written request and DBT's written acceptance thereof and subject to mutually agreeable times, DBT will visit Customer Sites concurrent with Federal Aviation Administration (FAA) required or requested Customer Site visits. Customer agrees to pay the "Facility Visit Fee" to DBT for such Customer Site visits. The "Facility Visit Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

2.7 In accordance with the Order and Pricing Schedule, and in DBT's sole opinion, if cancellations or excessive delays, in the provisions of Services occur as a result of Customer's fault, actions or causes, Customer shall pay DBT the "Cancellation/Delay Fee". The "Cancellation/Delay Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

3. TERM:

3.1 The Term of the Agreement is in accordance with the Order and Pricing Schedule, shall be as recited in the Order and Pricing Schedule unless earlier terminated pursuant to this Attachment 1.

3.2 The parties may extend, upon mutual written agreement, the Term of the Agreement.

4. TERMINATION/OBLIGATIONS UPON TERMINATION:

4.1 This Agreement may be terminated by DBT, without cause and at any time, upon ninety (90) days written notice. The period of termination shall start from the date of the notice to Customer. Customer shall not be obligated to pay for any Services rendered after the date of termination. The parties acknowledge that any amounts paid to DBT shall be non-refundable.

4.2 In the event of a material breach by Customer, DBT shall notify, in writing, Customer of such material breach. Customer shall be permitted thirty (30) days from the date of receipt of such notice to cure such breach to DBT's satisfaction. In the event the breach is cured to DBT's satisfaction, the Agreement shall not terminate. However, if the breach is not so cured, DBT may elect to promptly terminate the Agreement following the lapse of such thirty (30) days from the receipt of such notice. In the event of termination of the Agreement due to a material breach by Customer, other than of the type specified in Section 7.1 herein, the obligations under Section 4.3 shall be applicable.

4.3 In the event of termination of the Agreement either as provided herein or upon expiration of the Agreement, each party shall promptly return all Confidential Information (as subsequently defined) of the other party and DBT shall submit a final invoice, as recited above, for Services rendered up to the date of termination. Customer shall promptly pay such invoiced amount net ten (10) days from the invoice date.

5. WARRANTIES:

5.1 DBT warrants and represents that all Services provided by DBT shall be performed by qualified field technicians and by other personnel, who have all certifications and licenses required by the FAA. Further, DBT warrants and represents that all Services provided hereunder shall be of a professional quality consistent with general industry standards and shall be performed in accordance with the requirements of the SOW and as specified under the Agreement.

5.2 DBT represents and warrants that it is an independent contractor that makes its services available to the general public, has its own place of business and maintains its own sets of books and records, which reflect its own income and expenses. Further, DBT shall operate as an independent contractor and shall not represent itself as an agent, partner or joint venturer of Customer. DBT shall not obligate Customer in any manner, nor cause Customer to be liable under any contract or under any other type of commitment. Alternately, Customer shall not obligate DBT in any manner, nor cause DBT to be liable under any contract or under any other type of commitment.

5.3 THIS IS A SERVICE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DBT MAKES NO WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR RELIABILITY OR ACCURACY OF ANY GENERATED DATA OR INFORMATION FROM THE EQUIPMENT. THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 5.1 AND 5.2 ARE EXCLUSIVE, AND DBT MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, WRITTEN OR ORAL, TO CUSTOMER REGARDING, RELATED TO OR ARISING FROM THE SERVICES RENDERED UNDER THE AGREEMENT, THE USE OR POSSESSION OF DBT CONFIDENTIAL AND PROPRIETARY INFORMATION, ANY REPORT OR DATA GENERATED UNDER OR IN CONNECTION WITH THIS AGREEMENT, IN ANY MANNER OR FORM WHATSOEVER.

6. LIMITATION OF LIABILITY / INDEMNIFICATION:

6.1 DBT will be permitted to enter Customer's premises ("Site") and have access to Customer's personnel or equipment upon reasonable notice and during normal business hours; provided that DBT complies with Customer's security procedures. DBT shall maintain aviation products and comprehensive liability insurance, as recited below, during the Term of the Agreement. DBT agrees to take all reasonable precautions to prevent any injury to persons or any damage to property in the performance of the Services as rendered by DBT under the Agreement. However, in the event Customer is negligent or engages in misconduct, then Customer shall be liable for such damages as provided herein.

6.2 DBT's entire liability hereunder to Customer for any breach of the Agreement shall be limited only to the amounts of fees paid hereunder to DBT in connection with the Services that gave rise to the claim, except for any damages or claims for damages or equitable relief resulting from DBT's breach of Customer's proprietary and/or confidential interest as set forth in Section 9. Potential liability for claims by third parties is covered by Sections 6.4 and 6.5 below. NEITHER PARTY SHALL BE LIABLE FOR LOSSES OR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUE (EXCLUSIVE OF THE FULL PAYMENT FOR SERVICES RENDERED PURSUANT TO THE TERMS OF THE AGREEMENT) INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF SUPPLIER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE ARISING FROM OR RELATED TO THIS AGREEMENT, AND THE SERVICES PERFORMED HEREUNDER, EXCEPT WITH RESPECT TO DAMAGES INCURRED WITH REGARD TO CLAIMS OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF A PARTY'S PROPRIETARY AND/OR CONFIDENTIAL INFORMATION.

6.3 With regard to proprietary and/or confidential information and rights and interests, either party shall be entitled to pursue any legal and/or equitable action, including injunctive relief, against the other with regard to any misuse, misappropriation or breach of any term or condition recited herein with regard to such other party's confidential and/or proprietary claims.

6.4 Deleted.

6.5 DBT shall defend, indemnify and save harmless Customer, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of DBT's actions, activities or events in connection with the Agreement, including negligent Services, intentional or willful acts or omissions of DBT, or its agents, employees, consultants or contractors; provided, however, that Customer shall not be indemnified, held harmless and/or defended by DBT in connection with the foregoing claims of property damages, or death or personal injury where Customer, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. DBT's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. Customer agrees to notify DBT within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons. Indemnification obligations of DBT under this section are subject to the limits set forth in Section 6.6.

6.6 During the term of the Agreement and for a period of at least one (1) year after completion of DBT's obligations pursuant hereunder, DBT will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 MILLION; (c) Commercial General Liability, including Products and completed Operations and Contractual Liability, with a minimum combined single limit of US \$2 MILLION per occurrence; (d) Excess Liability Insurance with limits not less than US \$5 MILLION; and (e) Aviation Liability Insurance of US \$10 MILLION per occurrence. DBT shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Customer if and when requested) for a period of one (1) year after the fulfillment of the SOW under the Agreement. IN CONNECTION WITH ANY INDEMNITY BY DBT HEREUNDER, DBT'S ENTIRE LIABILITY SHALL BE LIMITED ONLY UP TO THE AMOUNTS OF INSURANCE COVERAGE REQUIRED IN CONNECTION WITH THE CLAIM MADE; AND THEREFORE, IN NO EVENT SHALL DBT BE LIABLE FOR ANY AMOUNTS BEYOND THE LIMITATIONS OF INSURANCE COVERAGE RECITED HEREIN FOR ANY CLAIMS MADE UNDER DBT'S INDEMNIFICATION OF CUSTOMER UNDER SECTION 6.5.

7. FORCE MAJEURE

7.1 Neither party shall be deemed to have breached the Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of the Agreement, or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in connection with the performance hereunder and shall exert its best efforts to avoid further failure or delay. However, the Agreement shall terminate, as provided under Section 4, if such delay or failure persists for one-hundred twenty (120) consecutive days and there is no foreseeable remedy or cure available.

8. ASSIGNMENT

8.1 Customer shall not be permitted to assign, in whole or in part, the Agreement or any rights or obligations hereunder except with the written authorization of DBT, which authorization shall not be unreasonably withheld. In the event of any permitted assignment or transfer of the Agreement or the obligations under the Agreement, the parties agree that such obligations shall be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor shall inure to the benefit of assignee or transferee. Any attempted transfer, assignment, sale or conveyance, or delegation in violation of this Section 8 shall be null and void.

9. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

9.1 During the Term of the Agreement, each party may be exposed either in writing, orally or through observation to the other party's confidential and/or proprietary information ("Information"). Information includes, but is not limited to, product specifications, drawings, design plans, product blueprints, ideas, inventions, methods, processes, chemical formulations, chemical compounds, mechanical/electrical specifications, current and future product plans, system architectures, product strategies, software (object, source or microcode), scientific or technical data, prototypes, demonstration packages, documents, marketing strategy, customer lists, equipment, personnel information, business strategies, financial information, instruction manuals, the Agreement and any other business and/or technical information related to the atmospheric and weather technology fields, or any Information marked with a disclosing party's confidential or similar type legend. If the Information is orally or visually disclosed, then such Information shall be reduced to a summary writing by the disclosing party within thirty (30) days of such disclosure, marked as "confidential" and delivered to the receiving party.

9.2 The receiving party shall use the Information only for the purposes of the Agreement and for no other purpose whatsoever. The receiving party shall not disclose, disseminate or distribute the Information to any third party. However, DBT shall be permitted to disclose Information to agents, employees, subcontractors and consultants, who have a definable need to know, and who are under written obligations commensurate with the terms and conditions recited herein. The receiving party shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, it would to protect its own information of a like nature. Information shall remain confidential for a period of two (2) years following termination of the Agreement; except that any Information which is designated as a trade secret shall remain confidential until one of the events recited in Section 9.3 occurs.

9.3 The receiving party shall not be obligated to maintain the confidentiality of the Information if such Information: a) is or becomes a matter of public knowledge through no fault of the receiving party; b) is disclosed as required by law; provided that, the receiving party promptly notifies the disclosing party of such request to disclose so that disclosing party has the opportunity to seek a protective or similar order to prevent such disclosure of Information; c) is authorized, in writing, by the disclosing party for release; d) was rightfully in the receiving party's possession before receipt from disclosing party; or e) is rightfully received by the receiving party from a third party without a duty of confidentiality.

9.4 No license under any trademark, patent, copyright or other intellectual property right is granted, either expressed or implied, by the disclosing of such Information by the disclosing party to the receiving party.

10. DISPUTES/ARBITRATION/GOVERNING LAW/OTHER

10.1 The parties shall first try to resolve any dispute relating to or arising from the Agreement through good faith negotiations and agreement by the parties. If the parties are unable to resolve the dispute through negotiation and still seek resolution, the dispute may be submitted to, and settled by binding arbitration, by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable and documented attorney's fees and administrative fees in the event an action is brought. Notwithstanding the foregoing, the arbitrator shall award any damages subject to the limitations on liability and indemnification recited herein. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

10.2 With regard to the subject matter recited herein, the Agreement (including addenda or amendments added hereto) comprises the entire understanding of the parties hereto and as such supersedes any oral or written agreement. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- a) The Order and Pricing Schedule
- b) The SOW
- c) This Attachment 1
- d) Any addenda added hereto

10.3 This Agreement shall not be modified or amended except by written amendment executed by both parties. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF are fully binding and constitute a legal method of executing the Agreement.

10.4 Sections 4, 5, 6, 7, 9 and 10 shall survive termination of the Agreement.

10.5 If any of the provisions of the Agreement are declared to be invalid, such provisions shall be severed from the Agreement and the other provisions hereof shall remain in full force and effect. The rights and remedies of the parties to the Agreement are cumulative and not alternative.

10.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

10.7 This Agreement is made under and shall be construed according to the laws of the State of Colorado, notwithstanding the applicability of conflicts of laws principles.

10.8 The parties shall adhere to all applicable U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or materials received under the Agreement or the direct product of such technical data or materials to any proscribed country or person listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.

10.9 The obligation of Customer to make payments to DBT pursuant to this Agreement is subject to appropriation by the Customer of funds that are lawfully available to be applied for such purchase. If the Customer fails to make such an appropriation prior to Customer's fiscal year, the Customer may terminate this agreement. The Customer may terminate this agreement by providing written notice of such termination to DBT not less than ten (10) days prior to the first day of any fiscal year of the Customer during which Customer payments are scheduled under this Agreement. Upon any such termination of this Agreement, all of Customer's obligations under this Agreement shall terminate effective on the last day of the last fiscal period of Customer for which such an appropriation and payment was made.



AWOS and Navaid Maintenance Statement of Work

1. Description of Equipment Services

- 1.1 **Periodic Maintenance** consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and by the FAA for non-Federal facilities in accordance with 14 C.F.R Part 171 and AC 150/5220-16C as they may be modified or superseded from time to time.
- 1.2 **Equipment Restoration.** In the event of an unplanned equipment failure or outage, DBT Transportation Services shall notify the customer as to the restoration plan of action within one (1) business day after the outage is reported and complete restoration services in a reasonable prompt manner. Diagnosis may be performed remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. are excluded and will be billed at the Unplanned Outage price.
- 1.3 All services provided by DBT shall be performed by qualified field technicians having all required certifications and licenses required by the FAA and OSHA. DBT will also maintain a full Aviation Products and Liability Insurance policy for the term of the contract.
- 1.4 DBT shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.
- 1.5 DBT shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

2. Testing Equipment and Replacement Parts – Nav aids Only

- 2.1 Customer shall at its own expense furnish, maintain and calibrate test equipment in accordance with FAA requirements.
- 2.2 Customer shall maintain at its own expense an inventory of replacement parts for the Equipment to be utilized by DBT when providing Service under this Agreement. In the event parts necessary for maintenance or restoration of the Equipment are not available in Customer's Inventory, DBT will provide such part(s) and invoice the Customer for required part(s). If customer does not have the necessary spare parts available for use in restoring the Equipment, DBT reserves the right to charge \$1500 for a return trip charge.

3. Customer Responsibilities

- 3.1 Customer shall be responsible for monitoring the status of the systems following maintenance by DBT.
- 3.2 Customer shall be responsible for providing transportation and/or access for DBT personnel between the airport office and the location of the Equipment.
- 3.3 Customer shall be responsible for providing security in and around the Equipment to be maintained under the Agreement.
- 3.4 Customer shall be responsible for any loss or damage to the Equipment for reasons other than the fault of DBT and for providing any insurance Customer may desire to cover any such loss or damage.
- 3.5 Customer shall be responsible for the issuance of all NOTAMS (Notice to Airmen) relating to the status of the facilities to be maintained under this Agreement.
- 3.6 Customer shall be responsible for maintaining the grounds and buildings associated with the NAVAID (Navigational Aids) and Equipment in good repair and in compliance with all FAA and all applicable laws.
- 3.7 Customer shall be responsible for the purchase of all replacement components for AWOS and Navaid equipment.



Data Service Statement of Work

AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System ("AWOS") data to the Federal Aviation Administration's (FAA) Weather Message Switching Center Replacement ("WMSCR") System. DBT Transportation shall provide the AWOS observations to WMSCR in accordance with FAA specifications every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week.



AGENDA ITEM 21

DATE OF MEETING: October 12, 2017		DATE SUBMITTED: October 6, 2017	
DEPT. OF ORIGIN: Finance		SUBMITTED BY: Carolyn D. Miller	
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-17-019 Expressing Official Intent to Reimburse Certain Costs Related to Emergency Street and Drainage Repairs			
SUMMARY STATEMENT: Due to the May 2016 flood event, the City experienced major damage to numerous roadways and drainage areas. In the next agenda item, the City Engineer will discuss three of these locations which have been deemed as emergency repairs. The total cost for engineering and construction is estimated at \$1.425 million, and the Reimbursement Resolution is being proposed for \$1.5 million to provide a contingency amount. This agenda item allows Council the ability to reimburse certain costs related to these capital projects from the issuance of Certificates of Obligation in the event that FEMA does not reimburse the City in whole or in part.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Resolution authorizes the Council to provide resources necessary to reimburse certain costs related to these capital projects. B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Resolution No. R-17-019			
FUNDING SOURCE (Where Applicable): Reimbursement from FEMA; Certificates of Obligation			
RECOMMENDED ACTION: Approve Resolution No. R-17-019 expressing official intent to reimburse certain costs related to emergency street and drainage repairs			
APPROVALS: Terry K. Roberts			

RESOLUTION NO. R-17-019

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN COSTS RELATED TO EMERGENCY STREETS AND DRAINAGE REPAIRS

WHEREAS, the City of Brenham, Texas (the "City") is a political subdivision of the State of Texas; and

WHEREAS, the City expects to pay, or have paid on its behalf, expenditures in connection with the projects on Exhibit "A" hereto (the "Projects") prior to the issuance of tax-exempt obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Projects; and

WHEREAS, the City finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Projects;

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

Section 1: The City reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to \$1,500,000 for the purpose of paying the costs of the Projects.

Section 2: All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3: The foregoing notwithstanding, no Obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4: This Resolution shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this 12th day of October, 2017.

Milton Y. Tate, Jr., Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"

Project Description

The engineering, design and construction of streets and drainage repairs at Burleson @ Higgins Branch; Jefferson @ Higgins Branch; and Barbee @ Unnamed Tributary of Hog Branch and also including any legal, fiscal and other fees relating thereto.



AGENDA ITEM 22

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 9, 2017															
DEPT. OF ORIGIN: Engineering	SUBMITTED BY: Lori Lakatos															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Emergency Street Work Contracts for the Following Locations: a. Burleson Street at Higgins Branch; b. Jefferson Street at Higgins Branch; and c. Barbee Street at Unnamed Tributary to Hog Branch And Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Several streets were undermined in the May 2016 flooding event, DR-4272. Three of the streets have progressively gotten worse over the last 16 months and with Hurricane Harvey have been come completely impassable or partially shut down. 1. Burleson Street at Higgins Branch 2. Jefferson Street at Higgins Branch 3. Barbee Street at Unnamed Tributary to Hog Branch Pursuant to Local Government Code Chapter 252 exemptions the City can expend funds to contract for performance of the needed emergency work without going through the formal procurement process for this emergency work. On August 28, 2017 Barbee was evaluated for additional damages related to Hurricane Harvey. The street is now shut down to one lane as it is unsafe to drive on the undermined area and we are concerned about losing the entire structure. The bid notice for this project was sent out September 19, 2017 with a deadline of September 26, 2017 at 5:00 PM. Four contractors submitted bids that ranged from \$280,000-\$560,000. There were concerns regarding the range in the costs for the construction and the construction design.																

After discussions with the contractors, consultant, and City staff in regards to constructability, it was decided to reject all bids and rebid the project. The project was redesigned and the bid notice was sent out on October 4th. The deadline for the bids was October 6th at 5:00 PM. Two contractors submitted bids. After discussions with the consultant and City staff the lowest qualified contractor for this project was selected, Site Work Contractors LLC. They were notified October 9th that they were the selected contractor for \$178,981.00. The bids received are as follows:

1. Site Work Contractors LLC - \$178,981.00
2. Hassell Construction Co, Inc. - \$338,584.00

On September 5, 2017 the pavement failed on Burleson Street, making the street unsafe for any traffic and was closed in both directions. Detour signs being placed throughout the neighborhood. The bid notice for this project was sent out September 20, 2017 with a deadline of September 27, 2017 at 5:00 PM. Four contractors submitted bids ranging from \$460,000 to \$800,000. After discussions with the consultant and City staff the lowest qualified contractor for this project was selected, Site Work Contractors. They were notified October 4th that they were the selected contractor for \$464,700.00. The bids received are as follows:

1. Site Work Contractors LLC - \$464,700.00
2. Cornerstone Paving and Construction, LLC. - \$559,120.00
3. Legacy Concrete Works, LLC. - \$574,669.50
4. Hassell Construction Co, Inc. - \$797,927.50

On September 11, 2017 the pavement failed on Jefferson Street, making the street unsafe for any traffic and was closed in both directions. Detour signs being placed throughout the neighborhood. The bid notice for this project was sent out September 21, 2017 with a deadline of September 28 2017 at 5:00 PM. Four contractors submitted bids ranging from \$530,000 to \$670,000. After discussions with the consultant and City staff the lowest qualified contractor for this project was selected, Hassell Construction. They were notified October 4th that they were the selected contractor for \$536,066.00. The bids received are as follows:

1. Hassell Construction Co, Inc. - \$536,066.00
2. Legacy Concrete Works, LLC - \$547,699.95
3. Site Work Contractors LLC - \$557,495.00
4. Cornerstone Paving and Construction, LLC. - \$670,844.50

Staff will work with the contractors to move these project forward as quickly and as cost effectively as possible.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Barbee Street Agreement with Site Work Contractors LLC; (2) Burleson Street at Higgins Branch Agreement with Site Work Contractors LLC; and (3) Jefferson Street at Higgins Branch Agreement with Hassell Construction Co., Inc.

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Award emergency street work contracts for the following project:

1. Barbee Street to Site Work Contractors, LLC for \$178,981.00;
2. Burleson Street at Higgins Branch to Site Work Contractors, LLC for \$464,700.00; and
3. Jefferson Street at Higgins Branch to Hassell Construction Co., Inc. for \$536,066.00

and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts

**CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 3**

AGREEMENT

Document 00520

AGREEMENT

Project: Storm Damage Repairs, Package 3

Project Location: Barbee Street at Sycamore Street (Key Map No.)

Project Bid No: _____

E&P Project No: E2017-01

The City: The City of Brenham, County of Washington, Texas (the "City")
and

Contractor: Site Work Contractor LLC

(Address for Written Notice) 1131, Alma Street, Suite A, Tomball, Texas 77375

Fax Number: P.O. Box 118, Pinehurst, Texas 77362

City Engineer is: Lori Lakatos, P.E.

(Address for Written Notice) 200 West Vulcan P.O. Box 1059, Brenham, TX. 77834

Fax Number: _____

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 60 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

ARTICLE 3

CONTRACT PRICE

- 3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$ 178,981.00 which includes Alternates, if any, accepted below.
- 3.2 The City accepts Alternates as follows:
Alternate No. 1 Not Applicable

ARTICLE 4
PAYMENTS

- 4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.
- 4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [X] last day of the month.
- 4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.
- 4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:
- a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage). For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)
 - b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).
- 4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.
- 4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

ARTICLE 5

CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

- 6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.
- 6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

- 7.1 The following documents are incorporated into this Agreement:
- 7.1.1 Document 00700 - General Conditions
- 7.1.2 Document 00800 - Supplementary Conditions
- 7.1.3 General Requirements.
- 7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.
- 7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.
- 7.1.6 Addenda which apply to the Contract, are as follows:
- Addendum No. 1, dated [_____]
- Addendum No. 2, dated [_____]
- Addendum No. 3, dated [_____]
- 7.1.7 Other documents:
- | <u>Document No.</u> | <u>Title</u> |
|---------------------|---|
| [X] 00410B | Bid Form – Part B |
| [X] 00500 | Form of Business |
| [X] 00501 | Resolution of Corporation (if a corporation) |
| [X] 00610 | Performance Bond |
| [X] 00611 | Statutory Payment Bond |
| [X] 00612 | One-year Maintenance Bond |
| [X] 00620 | Affidavit of Insurance (with the Certificate of Insurance attached) |
| [X] 00800 | Exhibit A, Wage Rates |
| [] 00821 | Wage Rate for Building Construction |
| [] 00830 | Trench Safety Geotechnical Information |

**CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 3**

AGREEMENT

ARTICLE 8

SIGNATURES

8.1 This Agreement is executed in two originals and is effective on _____.

CONTRACTOR:

(If Joint Venture)

By: _____

By: _____

Name: Thomas M. Greenfield

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Identification Number: _____

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

Date: _____

CITY OF BRENHAM, TEXAS:

By: _____

Date: _____

Mayor

ATTEST/SEAL:

[SEAL]

Attest: _____

Date: _____

City Secretary

END OF DOCUMENT

**CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 2A**

AGREEMENT

Document 00520

AGREEMENT

Project: Storm Damage Repairs, Package 2A

Project Location: Burlson St at Higgins Creek (Key Map No.)

Project Bid No: _____

E&P Project No: E2017-01

The City: The City of Brenham, County of Washington, Texas (the "City")
and

Contractor: Site Work Contractor LLC

(Address for Written Notice) 1131, Alma Street, Suite A, Tomball, Texas 77375

Fax Number: P.O. Box 118, Pinehurst, Texas 77362

City Engineer is: Lori Lakatos, P.E.

(Address for Written Notice) 200 West Vulcan P.O. Box 1059, Brenham, TX. 77834

Fax Number: _____

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 60 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

ARTICLE 3

CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$ 464,700.00 which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 Not Applicable

ARTICLE 4

PAYMENTS

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage). For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)
- b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

ARTICLE 5

CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

- 6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.
- 6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

- 7.1 The following documents are incorporated into this Agreement:
- 7.1.1 Document 00700 - General Conditions
- 7.1.2 Document 00800 - Supplementary Conditions
- 7.1.3 General Requirements.
- 7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.
- 7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.
- 7.1.6 Addenda which apply to the Contract, are as follows:
- Addendum No. 1, dated [_____]
- Addendum No. 2, dated [_____]
- Addendum No. 3, dated [_____]
- 7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[X] 00800	Exhibit A, Wage Rates
[] 00821	Wage Rate for Building Construction
[] 00830	Trench Safety Geotechnical Information

**CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 2A**

AGREEMENT

ARTICLE 8

SIGNATURES

8.1 This Agreement is executed in two originals and is effective on _____.

CONTRACTOR:

(If Joint Venture)

By: _____

By: _____

Name: Thomas M. Greenfield

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Identification Number: _____

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

Date: _____

CITY OF BRENHAM, TEXAS:

By: _____

Mayor

Date: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

City Secretary

Date: _____

END OF DOCUMENT

**CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 2B**

AGREEMENT

Document 00520

AGREEMENT

Project: Storm Damage Repairs, Package 2B

Project Location: W Jefferson St at Higgins Creek (Key Map No.)

Project Bid No: _____

E&P Project No: E2017-01

The City: The City of Brenham, County of Washington, Texas (the "City")
and

Contractor: Hassell Construction Co., Inc.

(Address for Written Notice) 16111 Hollister St., Houston, Texas 77066

Fax Number: _____

City Engineer is: Lori Lakatos, P.E.

(Address for Written Notice) 200 West Vulcan P.O. Box 1059, Brenham, TX. 77834

Fax Number: _____

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 60 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

ARTICLE 3

CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of **\$ 536,066.00** which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 Not Applicable

ARTICLE 4

PAYMENTS

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage). For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)
- b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

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CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

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5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

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5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

- 6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.
- 6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

- 7.1 The following documents are incorporated into this Agreement:
- 7.1.1 Document 00700 - General Conditions
- 7.1.2 Document 00800 - Supplementary Conditions
- 7.1.3 General Requirements.
- 7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.
- 7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.
- 7.1.6 Addenda which apply to the Contract, are as follows:
- Addendum No. 1, dated [_____]
- Addendum No. 2, dated [_____]
- Addendum No. 3, dated [_____]
- 7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[X] 00800	Exhibit A, Wage Rates
[] 00821	Wage Rate for Building Construction
[] 00830	Trench Safety Geotechnical Information

**CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 2B**

AGREEMENT

ARTICLE 8

SIGNATURES

8.1 This Agreement is executed in two originals and is effective on _____.

CONTRACTOR:

(If Joint Venture)

By: _____

By: _____

Name: Michael L. Hassell

Name: _____

Title: Executive Vice President

Title: _____

Date: _____

Date: _____

Tax Identification Number: _____

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

Date: _____

CITY OF BRENHAM, TEXAS:

By: _____

Mayor

Date: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

City Secretary

Date: _____

END OF DOCUMENT



AGENDA ITEM 23

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 6, 2017	
DEPT. OF ORIGIN: Engineering	SUBMITTED BY: Lori Lakatos	
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 Authorizing a Request for Assistance Through the U.S. Department of Agriculture Natural Resources Conservation Service Emergency Watershed Protection Program and Authorize the City Manager to Execute Any Necessary Documentation.		
SUMMARY STATEMENT: The Emergency Watershed Protection Program may be available to provide technical and financial assistance when a federal, state, or local emergency is declared. The deadline to request assistance is 60 days following the date of the natural occurrence that caused the watershed impairment, or after the access to the sire becomes available. During Hurricane Harvey the City of Brenham sustained damages to creeks throughout the City. Higgins Branch along MLK and Jackson Street Park sustained large washouts. Higgins Branch has two locations of concern. The first one being within Hattie Mae Flowers Park. The washout is so large that the ordinary flow does not flow downstream any more. The water flows underground, but it hasn't been determined where. This is causing continuous erosion and sluffing of the existing slopes along Higgins Branch. The other location is just north of the Main Street culverts. The washout has left a large hole adjacent to the culverts and is a concern that it will continue and possible start eroding under the culverts and roadway. Jackson Street Park has another washout in the same location that repeatedly washes out, where two tributary join just west of Jackson Street. This is a concern as the washout creeps closer to the basketball courts and the Jackson Street Culverts. A Damage Survey Report must be completed within 60 days of the formal request for assistance with NRCS. A 25 percent project cost match is required, but that can be accomplished through in-kind services or monetarily. These creeks are continuously causing issues within the City and need to be addressed. Staff is hopeful that the City can get some assistance with these projects.		

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Letter from the City Manager requesting assistance from USDA Natural Resources Conservation Service Emergency Watershed Protection Program
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve authorizing a request for assistance through the U.S. Department of Agriculture Natural Resources Conservation Service Emergency Watershed Protection Program and authorize the City Manager to execute any necessary documentation
APPROVALS: Terry K. Roberts



P.O. Box 1059
Brenham, Texas 77834-1059

October 12, 2017

Salvador Salinas
State Conservationist
USDA Natural Resources Conservation Service
101 South Main
Temple, Texas 76501

Re: Emergency Watershed Protection Program Assistance Request

Mr. Salinas;

We request Federal assistance under the provisions of section 216 of the Flood Control Act of 1950, Public Law 81-516 or section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, to restore damages sustained in Washington County by storms of Hurricane Harvey on the week of August 25-August 28, 2017. This work is needed to safeguard lives and property from an imminent hazard of flooding, loss of property, and impairment to the watershed.

The City of Brenham has many natural waterways throughout the City that affect private and public property. During Hurricane Harvey the City experienced erosion, washouts, sediment deposits, and slope failures within waterways. There are two specific waterways that are of concern to the City, Higgins Branch and Hog Branch. Infrastructure damage and failures include:

1. Erosion of channel banks;
2. Erosion of channel;
3. Degradation of channel flowline;
4. Exposure of articulated concrete block reinforcement and tie-ins around culverts or outlet structures;
5. Undermining of outlet headwalls; and
6. Sediment deposits within the channel.

The erosion has resulted in scour holes and widening the existing channel section down stream of culverts, adjoining tributaries, or outlet structures. Damages occurred due to stream flow erosion of the soils along the channel, producing scour holes and degrading the flowline. One of the creeks seems to be flowing straight into the ground during normal flow, because no downstream flow is observed, which could have long term effects on the watershed.

We understand, as sponsors of an emergency watershed protection project that our responsibilities will include acquiring land rights and any permits needed to construct, and if required, to operate and maintain the proposed measures. We are prepared to provide the required local cost share of the cost of construction work in dollars or in-kind services.

Due to the recent disasters within Washington County the City has limited funds to repair these without some assistance. The City is still trying to recover from the April and May 2016 disaster

Mr. Salinas
October 12, 2017
Page 2

declaration. The City of Brenham sustained damages that resulted in \$3 - \$4 million and is still trying to recover with limited funding.

The names, addresses, and telephone numbers of the administrative and technical contact persons in our organization are as follows:

Ryan Rapelye, Assistance City Manager of General Government
200 West Vulcan Street, 77833
PO Box 1059
Brenham, Texas 77834-1059
(979) 337-7591
rrapelye@cityofbrenham.org

Lori Lakatos, PE, CFM
City Engineer
200 West Vulcan Street, 77833
PO Box 1059
Brenham, Texas 77834-1059
(979) 337-7215
llakatos@cityofbrenham.org

Please contact him or her for any additional information that you might need in assessing our request.

Sincerely,

Terry Roberts
City Manager



AGENDA ITEM 25

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 6, 2017															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts															
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AGENDA ITEM DESCRIPTION: Section 551.087 – Texas Government Code – Economic Development Negotiation – Discuss and Deliberate Project Chatt Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate In or Near the City of Brenham and With Which the City is Conducting Economic Development Negotiations																
SUMMARY STATEMENT: To be discussed in Executive Session.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: None																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION:																
APPROVALS: Milton Y. Tate, Jr.																



AGENDA ITEM 26

DATE OF MEETING: October 12, 2017	DATE SUBMITTED: October 6, 2017															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry Roberts															
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Section 551.074 – Texas Government Code – Personnel Matters – Discussion Regarding the Evaluation of Candidates for the Position of City Manager																
SUMMARY STATEMENT: To be discussed in Executive Session.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: None																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION:																
APPROVALS: Milton Y. Tate, Jr.																